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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:** June 18th, 2024

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

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

**Meeting ID:** 976 1525 3648

**Passcode:** 894903

**Dial by location:** (253) 215 - 8782

For inquiries 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:** Councilmember Ryan Burrell
- 3) **ROLL CALL:** City Clerk Lora Wilmes
- 4) **APPROVAL OF AGENDA:** Council of the Whole
- 5) **PUBLIC COMMENT & REQUESTS (At 6:05 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) Special Session: May 21, 2024 **pg. 4**
    - ii) Regular Session: May 21, 2024 **pg. 5**
    - iii) Special Session: May 28, 2024 **pg. 11**
    - iv) Special Session: June 12, 2024 **pg. 12**
  - b) Approval of Claims
    - i) May 7, 2024 – June 4, 2024 **pg. 14**

- (1) \$903,673.40
- c) Approval of Payroll
  - i) May 1, 2024 – May 31, 2024 **pg. 18**
  - (1) \$67,010.77

**7) PROCLAMATIONS:**

- a) Laura Smith Appreciation **pg. 20**
- b) Pride Month **pg. 21**
- c) Juneteenth **pg. 22**

**8) COUNCIL REPORTS AND REQUESTS:** *During this item, Councilmembers report on activities and meetings from the previous two weeks. This space is important, as it provides an opportunity for the Council, Staff, and public to understand how the Councilmembers spend their time.*

**9) STAFF REPORTS:**

- a) City Manager's Office Report – City Manager Ana Cortez
  - i) Community Development Block Grant – Memorandum of Understanding
- b) Capital Improvement Project Report – Administrative Services Manager Lora Willmes
- c) King County Sherriff's Office Report - Deputy Riley Tollefson

**10) GUEST PRESENTATIONS:**

- a) Seattle Public Utilities: SPU seeks further direction from the Council regarding the reactivation of the Tolt Dam Early Warning System.

**11) AGENDA BILLS:**

- a) AB24-52: A resolution of the City of Carnation designating the City's qualified public depository as Home Street Bank. **pg. 23**
- b) AB24-53: A motion authorizing the City Manager to execute an Easement Agreement with Puget Sound Energy. **pg. 27**
- c) AB23-54 An ordinance amending Ordinance 24-984, granting Comcast Cable Communications Management, LLC, the right, privilege, authority, and franchise to construct, operate, maintain, reconstruct, repair, and upgrade the cable system upon, over, under, along, across and through the franchise area for the purpose of providing cable services, subject to the terms and conditions set forth in the ordinance and applicable law. **pg. 35**
- d) AB24-55: A resolution authorizing the City Manager to enter into a contract with Linder Electric for an amount not to exceed \$33,000.00 including tax. **pg. 86**
- e) AB24-56: A resolution of the City of Carnation, Washington, increasing the authority provided in Resolution 509 and authorizing the City to replace the isolation valves at the vacuum station, in an amount not to exceed \$100,000.00 **pg. 88**

**12) DISCUSSION ITEMS:**

- a) Comprehensive Plan Elements: Housing and Land Use (Includes Draft Zoning Map) **pg. 91**
- b) Puget Sound Regional Council Frequently Asked Questions Sheet **pg. 146**
- c) Green Policy Framework Workshop Scheduling
- d) Regional Water Quality Committee (RWQC) Vacancy
  - i) Meetings are on the first Wednesday of each month at 3:00. They can be attended in person in Seattle or remotely.
  - ii) Seeking a primary representative and an alternate

**13) CAPITAL PURCHASES:**

- a) NONE

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

*Councilmembers may introduce new topics, ask clarifying administrative questions, debate legislative issues, and provide direction on new agenda items.*

**15) EXECUTIVE SESSION:**

- a) RCW 42.30.110(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

**16) PUBLIC RECORDS REQUESTS:**

- a) Nancy Gass – Inspection Report
- b) David Casey- May 28, 2024, Council Meeting
- c) Tim Harris – Union Award

**17) PLANNING AND PARKS BOARD MINUTES:**

- a) May 28, 2024 **pg. 157**

**18) FUTURE COMMITTEE MEETINGS:**

- a) Community Development Meeting
  - i) June 21, 2024, 1:00 PM

**19) FUTURE COUNCIL MEETINGS: **pg. 160****

- a) July 2, 2024 – Regular Meeting
  - i) 6:00 PM - 9:30 PM
- b) July 16, 2024 - Regular Meeting
  - i) 6:00 PM - 9:30 PM

**20) ADJOURNMENT:** Mayor Jim Ribail





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## CARNATION CITY COUNCIL AGENDA Special Meeting Minutes 05.21.2024

*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 5:05 PM
  
- 2) **DISCUSSION ITEMS:**
  - a) Tolt Dam Warning System Deactivation

Seattle Public Utilities presented to Council.

- 3) **ADJOURNMENT:** Mayor Jim Ribail  
at 5:55 PM

Approved at the regular meeting of the Carnation City Council on June 18, 2024.

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MAYOR JIM RIBAIL

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CITY CLERK LORA WILMES





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## CARNATION CITY COUNCIL AGENDA Regular Meeting Minutes 05.21.2024

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

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- 1) **CALL TO ORDER:** Acting Mayor Tali Spiegelman (*Carnation Elementary School Mayor for the Day Winner*)  
at 6:04 PM
- 2) **PLEDGE OF ALLEGIANCE:** Acting Mayor Tali Spiegelman
- 3) **ROLL CALL:** City Clerk Lora Wilmes  
PRESENT: COUNCILMEMBER NELSON, DEPUTY MAYOR HAWKINS, MAYOR RIBAIL, AND COUNCILMEMBER MERIZAN. COUNCILMEMBER BURRELL PRESENT REMOTELY.
- 4) **APPROVAL OF AGENDA:** Council of the Whole  
MOTION TO APPROVE AGENDA BY COUNCILMEMBER NELSON, SECOND BY DEPUTY MAYOR HAWKINS.

*AS PART OF THE **MAYOR FOR THE DAY FESTIVITIES**, A MOTION BY COUNCILMEMBER MERIZAN SECONDED BY DEPUTY MAYOR HAWKINS ADDED AB24-TALI TO THE AGENDA BILLS SECTION OF THE AGENDA. MOTION PASSED (5-0).*

MOTION TO AMEND THE AGENDA BY MOVING EXECUTIVE SESSION TO ITEM #17 BEFORE THE "INFORMATION, CLARIFICATION, AND GENERAL DIRECTION ITEMS" SECTION OF THE AGENDA BY COUNCILMEMBER NELSON, SECOND BY DEPUTY MAYOR HAWKINS. MOTION TO AMEND PASSED (5-0).

MOTION TO AMEND THE AGENDA BY ADDING THE TOLT DAM TO THE "INFORMATION, CLARIFICATION, AND GENERAL DIRECTION ITEMS" SECTION OF THE AGENDA BY DEPUTY MAYOR HAWKINS, SECOND BY COUNCILMEMBER MERIZAN. MOTION TO AMEND PASSED (5-0).

MOTION TO ACCEPT THE AGENDA AS AMENDED PASSED (5-0).

**5) PUBLIC COMMENT & REQUESTS (At 6:05 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.*

- Matthew House provided comment.
- Debbie Green provided comment.
- Stacey Smith provided comment.
- Jenna Farnworth provided comment.

**6) CONSENT AGENDA:**

- a) Approval of Minutes
  - i) Special Session: May 7, 2024
  - ii) Regular Session: May 7, 2024
- b) Approval of Claims
  - i) April 23, 2024 – May 6, 2024  
(1) \$198,729.32
- c) Approval of Payroll
  - i) April 1, 2024 – April 30, 2024  
(1) \$62,498.30

MOTION TO ACCEPT THE CONSENT AGENDA BY COUNCILMEMBER NELSON, SECOND BY COUNCILMEMBER MERIZAN. MOTION PASSED (5-0).

**7) PROCLAMATIONS:**

- a) Taylor Swift Day  
MOTION TO ACCEPT THE PROCLAMATION BY ACTING MAYOR SPIEGELMAN, SECOND BY MAYOR RIBAIL. MOTION PASSED (5-0).

**8) PUBLIC HEARING DATE SETTING:**

- a) NONE

**9) PUBLIC HEARINGS:**

- a) NONE

**10) EXECUTIVE SESSION**

- a) RCW 42.30.110(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

MOVED TO ITEM #17

**11) COUNCIL REPORTS:** *During this item, Councilmembers report on activities and meetings from the previous two weeks. This space is important, as it provides an opportunity for the Council, Staff, and public to understand how the Councilmembers spend their time.*

**12) STAFF REPORTS:**

- a) City Manager's Office Report

**13) EXTERNAL PRESENTATIONS:**

- a) NONE

**14) AGENDA BILLS:**

*As part of the **Mayor for a Day** festivities, the following bill was proposed:  
AB24-TALI: A motion to close all parks to Carnation Elementary School Students.  
MOTION BY DEPUTY MAYOR HAWKINS SECOND BY COUNCILMEMBER MERIZAN. MOTION FAILED (0-5).*

- a) AB24-47: A Resolution of the City Council Of The City Of Carnation, Washington, Adopting A Six-Year Transportation Improvement Program for the Years 2025 through 2030 and directing the same to be filed with the State Secretary of Transportation and the Transportation Improvement Board.

MOTION BY COUNCILMEMBER NELSON SECOND BY COUNCILMEMBER MERIZAN. MOTION PASSED (5-0).

- b) AB24-48: A Motion to accept the Finance and Operation Committee's recommendation for the award of the Carnation Destination Fund and Residents Fund.

MOTION BY COUNCILMEMBER NELSON, SECOND BY COUNCILMEMBER MERIZAN. MOTION FAILED (0-5).

MOTION TO GIVE \$1,000.00 TO THE FARMER'S MARKET BY COUNCILMEMBER NELSON, SECOND BY DEPUTY MAYOR HAWKINS. NO VOTE TOOK PLACE.

MOTION TO SEND BACK TO THE FINANCE AND OPERATIONS COMMITTEE BY COUNCILMEMBER MERIZAN, SECOND BY COUNCILMEMBER NELSON. MOTION PASSED (5-0).

- c) AB24-49: A Motion to open a second round of applications for the Carnation Fund.

MOTION BY COUNCILMEMBER MERIZAN SECOND BY COUNCILMEMBER HAWKINS. MOTION PASSED (5-0).



- d) AB24-50: A Motion to accept the Carnation Fund Mechanism to support non-profits in lieu of discounts for City services.

MOTION BY MAYOR RIBAIL SECOND BY COUNCILMEMBER MERIZAN.

MOTION TO AMEND THE AGENDA BILL BY ADDING LANGUAGE THAT STATES NON-PROFITS SHOULD BENEFIT THE CITY BY DEPUTY MAYOR HAWKINS, SECOND BY COUNCILMEMBER NELSON. NO VOTE TOOK PLACE.

MOTION TO AMEND AB24-50 BY

- ELIMINATING RESERVATION FEES FOR CITY-OWNED PROPERTY
- REMOVE "IN LIEU OF" AND REPLACE WITH "AND"

BY COUNCILMEMBER NELSON, SECOND BY COUNCILMEMBER MERIZAN.

MOTION PASSED (4-1). DEPUTY MAYOR HAWKINS, COUNCILMEMBER NELSON, COUNCILMEMBER BURRELL, AND COUNCILMEMBER MERIZAN IN FAVOR. MAYOR RIBAIL OPPOSED.

- e) AB24-51: A Resolution authorizing the City Manager to sign an amendment to the Agreement with KPG, Psomas for on-call engineering services to increase the not to exceed amount to \$400,000.00.

MOTION BY COUNCILMEMBER MERIZAN, SECOND BY DEPUTY MAYOR HAWKINS. MOTION PASSED (5-0).

**15) STAFF DISCUSSION ITEMS:**

- a) Reschedule Council Retreat
- b) Starbucks Coffee Event

**16) CAPITAL PURCHASES:**

- a) NONE

**EXECUTIVE SESSION**

RCW 42.30.110(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

- Council enters Executive Session at 7:51 PM, with a scheduled return time of 8:30 PM.
- Mayor Ribail extends the Executive Session to 8:50 PM.

MOTION TO EXTEND THE COUNCIL MEETING TO 9:30 PM BY COUNCILMEMBER NELSON SECOND BY COUNCILMEMBER MERIZAN. NO VOTE TAKES PLACE.



- Mayor Ribail extends the Executive Session to 9:15 PM.
- Mayor Ribail extends the Executive Session to 9:25 PM.
- Mayor Ribail extends the Executive Session to 9:28 PM.

MOTION TO EXTEND THE COUNCIL MEETING TO 9:40 PM BY COUNCILMEMBER NELSON SECOND BY COUNCILMEMBER MERIZAN. MOTION PASSED (4-0). MAYOR RIBAIL, DEPUTY MAYOR HAWKINS, COUNCILMEMBER NELSON, AND COUNCILMEMBER MERIZAN IN FAVOR. COUNCILMEMBER BURRELL WAS NOT PRESENT FOR THE VOTE.

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

*Councilmembers may introduce new topics, ask clarifying administrative questions, debate legislative issues, and provide direction on future agenda items.*

**18) PUBLIC RECORDS REQUESTS:**

- a) P. Vrinceanu- COVID-19 Policies and Employment

**19) PLANNING AND PARKS BOARD MINUTES:**

- a) April 23, 2024

**20) FUTURE PARKS AND PLANNING MEETING:**

- a) May 28, 2024

**21) FUTURE COMMITTEE MEETINGS:**

- a) Finance and Operations Committee
  - i) May 22, 2024
  - ii) 5:00 PM
- b) Community Development
  - i) June 3, 2024
  - ii) 3:00 PM
- c) Public Safety Committee
  - i) June 3, 2024
  - ii) 5:00 PM

**22) FUTURE COUNCIL MEETINGS:**

- a) June 4, 2024 - Special Meeting
  - i) 5:00 PM – 5:40 PM
 MEETING CANCELED
- b) June 4, 2024 - Regular Meeting
  - i) 6:00 PM - 9:30 PM
- c) June 18, 2024 - Regular Meeting
  - i) 6:00 PM – 9:30 PM

**23) ADJOURNMENT:** Mayor Jim Ribail at:  
9:31 PM

Approved at the regular meeting of the Carnation City Council on June 18, 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 Minutes 05.28.2024

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

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**DATE:** May 28, 2024

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

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

**1) CALL TO ORDER:** Mayor Jim Ribail  
at 5:04 PM

**2) AGENDA BILLS:**

- a) AB24-52: A Motion to accept the Finance and Operation Committee's recommendation for the award of the Carnation Destination Fund and the Residents Fund.

MOTION BY COUNCILMEMBER MERIZAN, SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED (5-0).

**3) ADJOURNMENT:** Mayor Jim Ribail  
at 5:19 PM

Approved at the regular meeting of the Carnation City Council on June 18, 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 Minutes 06.12.2024

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

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**DATE:** June 12, 2024

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

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

**1) CALL TO ORDER:** Mayor Jim Ribail  
at 6:00 PM

Present: Deputy Mayor Hawkins and Councilmember Nelson. Mayor Ribail, Councilmember Burrell, and Councilmember Merizan were present remotely.

**2) EXECUTIVE SESSION:**

RCW 42.30.110(1)(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

- Council enters Executive Session at 6:00 PM, scheduled to return at 6:30 PM. Action may follow.
- Deputy Mayor Hawkins extends the Executive session to 7:00 PM.
- Deputy Mayor Hawkins extends the Executive Session to 7:10 PM.
- Council returns to regular session at 7:06 PM.

MOTION BY MAYOR RIBAIL TO AUTHORIZE THE CITY MANAGER TO PAY, PURSUANT TO THE CITY'S NORMAL PAYROLL PRACTICES, THE UNDISPUTED AMOUNTS OF BACK PAY, PURSUANT TO THE ARBITRATOR'S DECISION AND AWARD ADDRESSING THE TEAMSTERS LOCAL UNION NO. 763'S CONSOLIDATED GRIEVANCES MM-23-004 AND MM-23-005. MOTION PASSED (5-0).

**3) ADJOURNMENT:** Mayor Jim Ribail  
at 7:07 PM

Approved at the regular meeting of the Carnation City Council on June 18, 2024.

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MAYOR JIM RIBAIL

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CITY CLERK LORA WILMES



# CHECK REGISTER

City of Carnation

Time: 17:56:03 Date: 06/04/2024

05/07/2024 To: 06/04/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1317	05/07/2024	Claims	1	38841	NEW X INC	140,063.47	PE #1 McKinley
1332	05/07/2024	Claims	1	38842	SAFEBUILT, LLC	8,743.00	Planning - Remlinger, John Day, Pulte, MainVue
1333	05/07/2024	Claims	1	38843	SHARP ELECTRONICS CORPORATION	1.70	Black and White Total Coverage
1334	05/07/2024	Claims	1	38844	UNITED SITE SERVICES	172.16	Standard Restroom Rental and Service
1335	05/07/2024	Claims	1	38845	JENNIFER HARGROVE	570.00	April Emergency Services - Content Creation, proofing, research, and meetings.
1336	05/07/2024	Claims	1	38846	USIC LOCATING SERVICES, LLC	483.00	April Services
1337	05/07/2024	Claims	1	38847	WATER & WASTEWATER SERVICES, LLC	16,200.00	Contract Services - Water Testing, Booster Pump
1345	05/09/2024	Claims	1	38848	CORE & MAIN, LP	1,294.72	Water Meter Lids
1346	05/09/2024	Claims	1	38849	SOUND PUBLISHING INC	140.60	Brewer Short Platt Notice
1347	05/09/2024	Claims	1	38850	GRAY & OSBORNE, INC	415.53	Water Systems Operations Assistance: 02-25 thru 03-23
1348	05/09/2024	Claims	1	38851	HONE LANDSCAPE COMPANY	540.80	5% Deposit for Valley Memorial Park Water Line Project
1356	05/10/2024	Claims	1	38852	PUGET SOUND ENERGY	3,648.96	E. Eugene St & Tolt Ave # St lights 220031101557; City of Carnation-300000001242,05-24
1357	05/10/2024	Claims	1	38853	DATABAR	288.45	Skyhawks sports academy schedule
1358	05/10/2024	Claims	1	38854	KING COUNTY REGIONAL ANIMAL SERVICE	75.00	Pet Partner - animal lic. 04-24
1364	05/11/2024	Claims	1	38855	AHBL, INC	6,836.25	COST RECOVERY - 2230751.31 Benjamin Asphalt; 2230751.30 Development Review On-Call
1365	05/11/2024	Claims	1	38856	COMCAST	165.84	Monthly Service at 4001 Tolt Ave (Lord House)
1366	05/11/2024	Claims	1	38857	DEPARTMENT OF ECOLOGY	131,820.51	Loan Principal Repayment - Water Quality Loans
1367	05/11/2024	Claims	1	38858	LAKESIDE INDUSTRIES	305.46	Material Invoice - Asphalt
1368	05/11/2024	Claims	1	38859	LYNN MOBERLY	400.00	April 2024 Prosecution services
1369	05/11/2024	Claims	1	38860	SAFEBUILT, LLC	1,690.50	Building - Kolakowski and Woodard
1370	05/11/2024	Claims	1	38861	SHARP ELECTRONICS CORPORATION	2,214.07	Quarterly Bill for Yoda Printer Usage
1371	05/11/2024	Claims	1	38862	O'BUNCO ENGINEERING INTERNATIONAL	166.40	COST RECOVERY - Tolt River Terrace / MainVue
1372	05/11/2024	Claims	1	38863	THOMPSON, GUILDNER & ASSOCIATES INC P.S.	4,730.20	General Counsel; Litigation
1373	05/11/2024	Claims	1	38864	KING COUNTY FINANCE	66,632.00	Wastewater Treatment Division; KCIT INET April 2024; Historic Preservation Services
1374	05/11/2024	Claims	1	38865	GRAY & OSBORNE, INC	1,302.36	Water Systems Operations Assistance 03/24 thru 04/20
1375	05/11/2024	Claims	1	38866	R&A CLEANING SERVICES LLC	2,592.00	8x Regular Cleaning
1376	05/11/2024	Claims	1	38867	NORTHERN ENVIRONMENTAL	7,446.27	Annual Cleaning and Inspection for sewer collection tank
1377	05/11/2024	Claims	1	38868	CERTIFIED LABORATORIES	1,198.92	Certop Synthetic Industrial Iso
1378	05/11/2024	Claims	1	38869	ALL FUNERAL SERVICES LLC	99.00	AFS Cemetery Workstation Subscription
1379	05/11/2024	Claims	1	38870	PRECOURT INSTITUTE FOR ENERGY	7,500.00	Tuition for the Local Governance Summer Institute at Stanford

# CHECK REGISTER

City of Carnation

Time: 17:56:03 Date: 06/04/2024

05/07/2024 To: 06/04/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1380	05/11/2024	Claims	1	38871	PROCUM LLC	72.00	CDL Requirement - Drug Testing
1389	05/13/2024	Claims	1	38872	DAVIDSON-MACRI SWEEPING, INC	703.94	Location #3, Route 1-Even months; Location #1, Route 3-Every month
1406	05/14/2024	Claims	1	38873	PUGET SOUND ENERGY	5,109.12	20004375857-4621 Tolt May-24; 200009375045-4301 315th-May-24; 200017060134-4620 Tolt-May-24; 220033587993-4003Tolt May-24; 220033587282-4003Tolt May-24; 220024958864-32401 E Entwistle-May-24; 22003358
1407	05/14/2024	Claims	1	38874	DATABAR	743.79	Reg Statemet 5/3/24 & Seahawks insert
1435	05/17/2024	Claims	1	38875	DAILY JOURNAL OF COMMERCE	101.50	Advertising Invoice - Banking Services
1436	05/17/2024	Claims	1	38876	DEPT OF TRANSPORTATION	44.00	E Entwistle / NE 45th Sidewalk - Travel Expenses
1437	05/17/2024	Claims	1	38877	KPG PSOMAS	2,753.27	COST RECOVERY- MainView CS Report: 03/01 thru 03/28; COST RECOVERY - Tolt Senior Center Construction Services; COST RECOVERY - John Day Homes Development: 03/01 thru 03/28
1438	05/17/2024	Claims	1	38878	SOUND PUBLISHING INC	841.44	Banking RFQ - SVR; Mckinley CFB - SVR; Moratorium Public Hearing Notice - SVR; Comcast Public Hearing - SVR
1439	05/17/2024	Claims	1	38879	TIM WOOLETT	1,922.24	Planning and Consulting Services; COST RECOVERY - Planning Services - Cliff Lowe; COST RECOVERY - Planning Services - MainView Homes
1440	05/17/2024	Claims	1	38880	GRAY & OSBORNE, INC	7,035.48	East Bird Street Improvements: 03/24 thru 04/20; Brumbaugh Water Main Improvements: 03/24 thru 04/20
1441	05/17/2024	Claims	1	38881	BENJAMIN ASPHALT, INC	3,808.00	MOB in from another job & welded a manhole cover closed
1442	05/17/2024	Claims	1	38882	EASTSIDE EXTERMINATORS	195.84	Bi-Monthly Pest & Rodent Service
1443	05/17/2024	Claims	1	38883	DEPT. OF TRANSPORTATION NORTHWEST REGION	829.95	Tolt Ave Improvement - Labor, Equipment, Materials
1444	05/17/2024	Claims	1	38884	LEGADO PAINTING SERVICES	3,331.60	Little House (Public Works Yard)
1445	05/17/2024	Claims	1	38885	ANATUM GEOMOBILE SOLUTIONS	3,465.00	Meter Equipment
1484	05/22/2024	Claims	1	38886	AM TEST, INC	40.00	Water Testing
1485	05/22/2024	Claims	1	38887	CHASE	16,028.81	Loan Interest Payment - Tolt Avenue (SR 203)
1486	05/22/2024	Claims	1	38888	CORE & MAIN, LP	32,096.00	Water Meters
1487	05/22/2024	Claims	1	38889	DEPARTMENT OF COMMERCE	158,472.85	Loan Payment - Interest and Principal - 2005 Sewer
1488	05/22/2024	Claims	1	38890	HD FOWLER COMPANY	1,613.21	Sewer Hole Ring & Cover; Water Meter Gaskets; New Valve extension on Stossel for access to valve shut-off
1489	05/22/2024	Claims	1	38891	PGG / MOTT MACDONALD	580.25	Landfill Services April 2024
1490	05/22/2024	Claims	1	38892	SOUND PUBLISHING INC	294.36	Legal Notice - Brumbaugh Improvement Project
1491	05/22/2024	Claims	1	38893	ZIONS BANK	16,800.00	Loan Interest Payment - EOC
1492	05/22/2024	Claims	1	38894	ANA CORTEZ	3,000.00	Quarter 2 Housing Stipend



# CHECK REGISTER

City of Carnation

Time: 17:56:03 Date: 06/04/2024

05/07/2024 To: 06/04/2024

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1493	05/22/2024	Claims	1	38895	AIRVAC INC.	1,328.86	Sewer Valve Pit Parts
1494	05/22/2024	Claims	1	38896	LAW OFFICES OF MICHAEL ANTHONY MARR	6,945.00	Professional Arbitration Services - Half Payment
1495	05/22/2024	Claims	1	38897	KATHLEEN SCHULZ	200.00	Marketing services for Summer Fun and Green Policy
1528	05/24/2024	Claims	1	38898	DAILY JOURNAL OF COMMERCE	78.30	Advertising Invoice - Public Works Repairs
1529	05/24/2024	Claims	1	38899	DEPARTMENT OF COMMERCE	26,566.50	Loan Payment - Principal and Interest - 2009 PWTF 1%
1530	05/24/2024	Claims	1	38900	GREAT AMERICA FINANCIAL SVCS.	109.89	Property Tax for Sharp MX 5070V Copier
1531	05/24/2024	Claims	1	38901	AIRVAC INC.	761.63	Rebuilt Controllers
1532	05/24/2024	Claims	1	38902	NEW X INC	56,928.13	McKinley Avenue Improvement Project - KC Invoice #2
1533	05/24/2024	Claims	1	38903	LANE POWELL PC	3,259.65	General Employment and Labor Law Advice
1534	05/24/2024	Claims	1	38904	BOOKKEEPING SOLUTIONS INC	4,260.00	Bookkeeping Services for April 2024
1535	05/24/2024	Claims	1	38905	WASHINGTON STATE UNIVERSITY	1,075.00	Northwest Clerks Institute - Lora Willmes
1574	05/29/2024	Claims	1	38915	AHBL, INC	510.00	COST RECOVERY - Civil Engineering Services - Tolt Place
1575	05/29/2024	Claims	1	38916	CENTURYLINK	137.99	On-Call Sewer Phone
1576	05/29/2024	Claims	1	38917	CORRECT EQUIPMENT INC	597.31	Chlorine pucks for water system
1577	05/29/2024	Claims	1	38918	UNITED SITE SERVICES	349.50	Service for Fred Hockert Park
1578	05/29/2024	Claims	1	38919	GRAY & OSBORNE, INC	472.95	Developer Standards Update (Sewer)
1579	05/29/2024	Claims	1	38920	USIC LOCATING SERVICES, LLC	3.49	Fuel Surcharge - Locates
1580	05/29/2024	Claims	1	38921	HONE LANDSCAPE COMPANY	4,867.33	Valley Memorial Park Water Line, drainage, and drinking fountain install
1581	05/29/2024	Claims	1	38922	COMCAST	628.95	Landlines
1582	05/29/2024	Claims	1	38923	CUMMINS SALES AND SERVICE-SUMNER BRANCH	1,081.88	Vac Station Generator Service
1609	05/31/2024	Claims	1	38924	AHBL, INC	1,295.00	COST RECOVERY - 2240008.10 On-Call Engineering Services
1610	05/31/2024	Claims	1	38925	AWC EMPLOYEE BENEFIT TRUST	13,207.59	Employer's Monthly Billing Report for: June 2024
1611	05/31/2024	Claims	1	38926	KING COUNTY FINANCE	164.23	Liquor Profits and Excise Tax Q1 2024
1612	05/31/2024	Claims	1	38927	BENJAMIN ASPHALT, INC	2,284.80	Fix damaged storm drain by IGA
1613	05/31/2024	Claims	1	38928	EASTSIDE EXTERMINATORS	122.40	Extermination Services
1614	05/31/2024	Claims	1	38929	JP LANDSCAPE	4,169.44	Monthly Maintenance: Parks, Commons, Bio Swales, EVAC Hill, City Lots
1615	05/31/2024	Claims	1	38930	MONSTER ABATEMENT & DEMO	598.40	Asbestos Testing
1616	05/31/2024	Claims	1	38931	HM PINNACLE CONSULTING, LLC	5,400.00	Hr Consulting Services for April
1623	06/03/2024	Claims	1	38932	SHARP ELECTRONICS CORPORATION	1.64	Black and White Copies
1624	06/03/2024	Claims	1	38933	PROUD CITY	2,400.00	Website Annual Subscription
1625	06/03/2024	Claims	1	38934	AMY PAOLETTI	40.00	Notary - LGIP Authorization Form; Notary Services - Real Estate Excise Tax Affidavit
1626	06/03/2024	Claims	1	38935	CITY OF NORTH BEND	86.72	Sno-Valley Governments Association Meeting Dinners.
1627	06/03/2024	Claims	1	38936	JOSE CASTILLO	2,400.00	Consultant Services - Urban Growth Area

# CHECK REGISTER

City of Carnation

Time: 17:56:03 Date: 06/04/2024

05/07/2024 To: 06/04/2024

Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1636	06/04/2024	Claims	1	38937	COMCAST	165.84	Services from May 31 - June 30 at 4001 Tolt Ave
1637	06/04/2024	Claims	1	38938	KPG PSOMAS	47,150.82	S McKinley St Improvement Project 03/29 - 04/25
1638	06/04/2024	Claims	1	38939	WASHINGTON TEAMSTERS WELFARE TRUST	7,070.40	Coverage Month 07/2024
1639	06/04/2024	Claims	1	38940	GRAY & OSBORNE, INC	23,195.96	24th Ave Water Main Support 04/21 - 05/18; LEAD Service Line Inventory Assistance 04/21 - 05/18; City Engineering Services 04/21 - 05/18; COST RECOVERY - Brumbaugh Water Main Improvements 04/21 - 05/1
1640	06/04/2024	Claims	1	38941	A SUPPORTIVE COMMUNITY FOR ALL	10,000.00	CERB Consultant Services
1641	06/04/2024	Claims	1	38942	DEPT. OF TRANSPORTATION NORTHWEST REGION	571.76	Tolt Ave. Improvement April 2024 Charges
1642	06/04/2024	Claims	1	38943	USA BLUEBOOK	36.25	Tap for booster pump water testing
1643	06/04/2024	Claims	1	38944	HONE LANDSCAPE COMPANY	5,529.97	Drinking Fountain Install at Valley Memorial Park
						106,132.34	
						4,113.46	
						1,961.10	
						32,828.81	
						256,719.09	
						598.40	
						86,951.27	
						11,864.96	
						26,566.50	
						580.25	
						290,293.36	
						1,328.86	
						4,959.22	
						12,568.78	
						66,207.00	
						903,673.40	Claims: 903,673.40

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: \_\_\_\_\_



PERIOD: May 1, 2024- May 31, 2024

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: \$67,010.77

Adjustments: NONE

Rachael Fluhrer  
Business Manager

Lora Wilmes  
City Clerk

# CHECK REGISTER

City of Carnation

Time: 11:55:28 Date: 06/14/2024

06/01/2024 To: 06/08/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1714	06/07/2024	Payroll	1	EFT	PAYROLL VENDOR	67,010.75	Payroll - May (ACH 1)
		001 General Fund				-29,237.65	
		109 Traffic Impact Fee- CIP				8,845.20	
		401 Water Fund OPS				65,320.75	
		409 Stormwater OPS				8,987.38	
		411 Sewer Fund OPS				13,095.07	
						<u>67,010.75</u>	
						67,010.75 Payroll:	67,010.75

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:\_\_\_\_\_

# CITY OF CARNATION



## OFFICIAL PROCLAMATION

*Whereas*, Laura Smith has served as the Executive Director for Empower Youth Network since 2012, and has been with the organization for 18 years; and

*Whereas*, Empower Youth Network is a non-profit dedicated to serving youth in the Snoqualmie Valley by promoting and inspiring younger generations to lead safe, healthy, and successful lives; and

*Whereas*, under Smith's leadership, the Youth Development Program has offered a multitude of services, including Youth Suicide Prevention, Youth Substance Abuse Prevention, Weekend Power Pack Program, and Youth Success Mentoring; and

*Whereas*, Smith built EYN from the ground up, being the sole employee a decade ago, bringing revenues from nothing to \$1.5 million; and

*Whereas*, Smith worked tirelessly to make the organization more youth-centered by providing leadership positions on the Board of Directors; and

*Whereas*, Smith and Empower Youth Network have been beacons of light and strongholds of support during hardship and tragedies that have faced the youth in our community; and

*Whereas*, The City of Carnation thanks Laura Smith for her tremendous impact on the City of Carnation and the surrounding communities.

*Now, Therefore*, we, the City Council of the City of Carnation, King County, Washington, do hereby proclaim our sincerest appreciation and gratitude for

*Laura Smith*

Approved this 18<sup>th</sup> day of June 2024

---

Mayor Jim Ribail

# CITY OF CARNATION



## OFFICIAL PROCLAMATION

*Whereas*, the month of June was designated Pride Month to commemorate the LGBTQIA2S+ Rights Movement; and

*Whereas*, City Council and staff have committed to making Carnation a welcoming community for all, and

*Whereas*, all members of the Carnation community have the right to feel safe, not be discriminated against, and to live without the threat of violence or harassment; and

*Whereas*, supporting Carnation's LGBTQIA2S+ community aligns with the City's principles of supporting all people with equality; and

*Whereas*, Carnation is strengthened by and thrives upon the rich diversity of ethnic, cultural, racial, and gender identities of all residents - all of which contribute to the vibrant character of our City; and

*Whereas*, the City of Carnation encourages all residents to work together to fight bullying and harassment, and teach respect for everyone, regardless of age, ethnicity, faith, gender, sexual orientation, or any differences that are perceived or real.

Now therefore, the City Council of the City of Carnation, Washington, do hereby proclaim:

*June 2024 as  
Pride Month*

Approved this 18<sup>th</sup> day of June 2024

---

Mayor Jim Ribail

# CITY OF CARNATION



## OFFICIAL PROCLAMATION

*Whereas*, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, setting in motion the end of slavery in the United States; and

*Whereas*, in 1888, 300 Black men from Virginia, North Carolina, and Kentucky were determined to escape the post-Civil War South, boarding trains heading to the Washington territory and settling in King County mining camps; and

*Whereas*, the celebration of the end of slavery, which became known as Juneteenth, is the oldest known public celebration of the end of slavery in the United States; and

*Whereas*, Juneteenth commemorates African American freedom and celebrates the successes gained through education and greater opportunities; and

*Whereas*, during this Juneteenth celebration, we appreciate the African American experience and celebrate the inclusion of all races, ethnicities, and nationalities; and

*Whereas*, we commit to working together toward equality for all by expanding economic, educational, and career opportunities for all those in our community.

*Now, Therefore*, we, the City Council of the City of Carnation, King County, Washington, do hereby proclaim

*June 19, 2024, as  
Juneteenth*

Approved this 18<sup>th</sup> day of June 2024

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Mayor Jim Ribail





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

<b>TITLE:</b> A resolution of the City of Carnation designating the City’s qualified public depository as Home Street Bank.	<b>Agenda Bill No.:</b>	<b>AB24-52</b>
	<b>Type of Action:</b>	<b>RESOLUTION</b>
	<b>Origin: (Council/Manager)</b>	City Manager
	<b>Agenda Bill Author:</b>	City Manager
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>Resolution No. 24-522</li> </ul>	<b>Date Submitted:</b>	06/18/2024
	<b>For Agenda of:</b>	06/18/2024
	<b>Expenditure Required:</b>	\$0
	<b>Amount Budgeted:</b>	N/A
	<b>Appropriation Required:</b>	N/A

**SUMMARY STATEMENT AND DISCUSSION:**

City Staff recommends transitioning banking services to Home Street Bank from Bank of America. On December 29, 2023, the City released a Request for Proposals (RFP) for Banking Services. The City received five proposals. After careful consideration, staff re-released the RFP for two more weeks to allow more qualified applicants to submit. The Administrative Services Manager and Treasurer interviewed Home Street Bank and graded their proposal based on the following criteria:

1. Cost Savings
2. Administrative Efficiencies
3. Customer Service

Home Street will save taxpayers \$15,000-\$25,000 annually depending on our average monthly balance. Once approved, the target banking transfer will happen at the beginning of quarter two (July 1, 2024).

**RECOMMENDED ACTION:** I move to accept Resolution 24-522 designating the City’s qualified public depository as Home Street Bank.

**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  
Carnation, Washington**

**RESOLUTION 24-522**

**A RESOLUTION OF THE CITY OF CARNATION, DESIGNATING THE CITY'S  
QUALIFIED PUBLIC DEPOSITORY AS HOME STREET BANK**

**WHEREAS**, revised Code of Washington 39.58.080 requires the City to bank with a qualified public depository; and

**WHEREAS**, RCW 35A.40.030 requires the legislative body to designate the City's qualified public depository; and

**WHEREAS**, the Government Finance Officers Association establishes a "Best Practice" for procuring banking services, including a period of review and competitive procurement for banking services; and

**WHEREAS**, the City currently contracts with Bank of America and desires to change financial institutions; and

**WHEREAS**, the City put out an RFP for new banking services on December 29, 2023 and received five proposals that were evaluated by City Staff; and

**WHEREAS**, Home Street Bank will save the City an estimated \$15,000 - \$20,000 annually, as compared to Bank of America; and

**WHEREAS**, it is the recommendation of City staff, concurred by the City Council to retain Home Street Bank as the City's official qualified public depository; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF CARNATION, WASHINGTON:**

**Section 1.** **Adopt.** That the City Council of the City of Carnation, Washington does hereby authorize the City Manager to terminate the service agreement with Bank of America and sign an agreement with Home Street Bank for banking services for a term as provided in the contract, as well as to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

**Section 2.** **Severability.** If any section, subsection, paragraph, sentence, clause, or phrase of this RESOLUTION or its application to any person or situation should be held invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Resolution or its application to any other person or situation.

**Section 3.** **Effective Date.** This resolution shall be in full force and effect immediately upon passage by the Carnation City Council.

**PASSED** by the City Council and **APPROVED** by the Mayor this 18<sup>th</sup> day of June, 2024.

CITY OF CARNATION

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

ATTEST:

APPROVED AS TO FORM:

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

By \_\_\_\_\_  
Nikki Thompson, City Attorney



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

<b>TITLE:</b> A motion authorizing the City Manager to execute an Easement Agreement with Puget Sound Energy.	<b>Agenda Bill No.:</b>	<b>AB24-53</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> <ul style="list-style-type: none"> <li>Easement Agreement</li> </ul>	<b>Date Submitted:</b>	06/18/2024
	<b>For Agenda of:</b>	06/18/2024
	<b>Expenditure Required:</b>	\$0
	<b>Amount Budgeted:</b>	N/A
	<b>Appropriation Required:</b>	N/A

**SUMMARY STATEMENT AND DISCUSSION:**  
 To complete the Brumbaugh Water Main Capital Improvement Project, an easement is necessary under Puget Sound Energy property. This easement will allow the City to maintain its water utility. The Easement Agreement has been approved by both legal counsel and Puget Sound Energy.

**RECOMMENDED ACTION:** I move to authorize the City Manager to execute an Easement Agreement with Puget Sound Energy.

**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.:		

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: Real Estate Dept. /SM  
P.O. Box 97034, EST-06E  
Bellevue, WA 98009-9734



## EASEMENT AGREEMENT

REFERENCE #:

GRANTOR: Puget Sound Energy, Inc., a Washington corporation

GRANTEE: City of Carnation, a municipal corporation

LEGAL DESCRIPTION: SE 1/4 S16, T25N, R07E WM

ASSESSOR'S PROPERTY TAX PARCEL: 3803324833900000

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between PUGET SOUND ENERGY, INC., a Washington corporation ("PSE" herein), and City of Carnation, a municipal corporation ("Grantee" herein);

WHEREAS, PSE owns certain real property in the County of King, State of Washington, which real property is legally described as follows ("the Property"):

**THE EAST 50 FEET OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 7 EAST, W.M., IN KING COUNTY, WASHINGTON.**

**SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.**

WHEREAS, such parcel of land is presently owned and occupied by PSE in connection with PSE's utility operations; and

WHEREAS, Grantee desires a permanent non-exclusive easement over, in, along and upon PSE's Property.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration in hand paid receipt of which is hereby acknowledged, and in consideration of the performance by Grantee of the covenants, terms and conditions hereinafter set forth, PSE hereby conveys and quitclaims to Grantee the following easement:

A non-exclusive perpetual easement over, across, along, in, upon and under that portion of the Property described and depicted in Exhibit "A" for the purposes of constructing, operating, maintaining a new 12" diameter ductile iron water line and abandoning an old 8" diameter asbestos concrete water line ("Improvements" herein) and the non-exclusive right of ingress to and egress from said portion of the Property for the foregoing purposes.

The terms "Easement" and "Easement Area" in this instrument refer to the easement herein granted on the Property and as described and depicted on the attached Exhibit "A".

This Easement is granted subject to and conditioned upon the following terms, conditions and covenants which Grantee hereby promises to faithfully and fully observe and perform.

- 1. Cost of Construction and Maintenance.** Grantee shall bear and promptly pay all costs and expenses of construction and maintenance of the Improvements.
- 2. Compliance with Laws and Rules.** Grantee shall construct, maintain and use the Improvements in accordance with the requirements of PSE, the National Electric Safety Code and any statute, order, rule or regulation of any public authority having jurisdiction.
- 3. Use of the Property by PSE.** Grantee's rights herein shall at all times be subordinate to such rights of PSE as are necessary to preserve and maintain the capabilities of the Property to be used for utility purposes, and nothing herein contained shall prevent or preclude PSE from undertaking construction, installation and use of any utility facilities within the Property.

**4. Required Prior Notice and Approval of Plans and Specifications.** Prior to any installation, alteration, replacement or removal of the Improvements or any other major activity by Grantee on the Property, Grantee shall give PSE written notice thereof together with preliminary plans and specifications for the same at least three (3) months prior to the scheduled commencement of such activity. PSE shall have the right to require that such plans and specifications be modified, revised or otherwise changed to include provisions for the protection of PSE's facilities, the prevention of hazardous conditions, and to minimize interruption to PSE's utility operations. No such activity shall be commenced without PSE's prior written approval of the plans and specifications and all changes or amendments thereto, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, in the event of any emergency requiring immediate action by Grantee for protection of the Improvements, persons or property, Grantee may take such action upon such notice to PSE as is reasonable under the circumstances.

Nothing herein shall be deemed to impose any duty or obligation on PSE to determine the adequacy or sufficiency of the Grantee's plans and specifications, or to ascertain whether Grantee's construction is in conformance with the plans and specifications approved by PSE.

**5. As-Built Survey.** Upon PSE's request, Grantee shall promptly provide PSE with as-built drawings and survey showing the location and elevations of the Improvements on the Property.

**6. Grantee's Use and Activities.** Grantee shall exercise its rights under this Agreement so as to minimize and avoid, insofar as possible, interference with the use by PSE of the Property for utility purposes and shall at all times conduct its activities on the Easement Area so as not to interfere with, obstruct or endanger PSE's operations or facilities.

**7. Coordination of Activities.** Grantee shall give at least 30 days advance written notice of the proposed dates of its construction, repair and maintenance activities on the Property to PSE's Real Estate Department, or such other division office of PSE as PSE may from time to time designate. Grantee shall cooperate in the revision of such dates and/or the coordination of its activities with those of PSE's if deemed necessary by PSE to minimize conflicts, ensure protection to each parties' facilities, prevent hazardous conditions, or minimize interruption of PSE's operations. Provided, however, that in the event of an emergency requiring immediate action by Grantee for the protection of its Improvements or other persons or property, Grantee may take such action upon such notice to PSE as is reasonable under the circumstances.

**8. Work Standards.** All work to be performed by Grantee on the Property shall be designed and constructed so as to withstand the consequences of any short circuit of any of PSE's electric facilities now or hereafter installed on the Property. All work to be performed by Grantee on the Property shall also be in accordance with the plans and specifications submitted to and approved by PSE and shall be completed in a careful and workmanlike manner to PSE's satisfaction, free of claims or liens; however, nothing herein shall be deemed to impose a duty or obligation on PSE with respect to the sufficiency thereof. Without limitation to the foregoing, Grantee shall exercise the utmost caution when conducting its activities in the vicinity of any of PSE's energized utility lines in order to prevent any contact therewith. Upon completion of such work Grantee shall remove all debris and restore the ground surface as nearly as possible to the condition in which it was at the commencement of such work, and shall replace any property corner monuments which were disturbed or destroyed during construction. Grantee shall also pay to PSE all of PSE's costs necessary to re-establish destroyed survey references and hubs established by PSE in conjunction with any survey for new facilities on the Property.

**9. Changes and Repairs to PSE's Facilities.** Grantee shall promptly pay to PSE the cost of any relocation, alteration, restoration and other changes or repairs to PSE's facilities which PSE shall reasonably deem necessary by reason of the construction, use and maintenance of the Improvements or other activities of Grantee on the Property. Without limitation to the foregoing, Grantee shall promptly pay to PSE the cost of temporary raising of wires and the realignment or strengthening of power poles or towers made necessary by Grantee's activities pursuant to this Agreement. If PSE so requests, Grantee shall provide assurance of payment satisfactory to PSE prior to PSE's commencement of such work. PSE shall accomplish such changes or repairs, subject to the availability of labor and materials. For the purpose of this paragraph, "cost" shall be defined as all direct or assignable costs of materials, labor and services including overhead, in accordance with charges for transportation of men, material, and equipment, storage expense of material and rental of equipment.

**10. Access.** Grantee shall design, construct, maintain and use its Improvements so as to permit reasonable and continuous access along the Property in all directions, and to accommodate and support vehicular travel over and across the Improvements, including travel



by cranes and trucks with heavy loads. Grantee shall at all times keep the Property free and clear of all obstructions and equipment. If requested by PSE, the Grantee shall make provisions for continued access by PSE along the Property during construction of the Improvements.

**11. Inspectors.** PSE shall appoint one or several PSE representatives who shall serve as inspectors to oversee all work to be performed by Grantee on the Property. Grantee shall not carry on any work unless it has given such notice to PSE as may be reasonable in the circumstances so as to allow for the presence of such inspector or inspectors. Grantee and Grantee's contractors shall promptly and fully comply with all orders and directions of PSE's inspectors, including without limitation, cessation of work, and Grantee's construction contracts shall so provide. Grantee shall promptly pay PSE's charge for such inspectors.

**12. Conflict with Future Installations of PSE.** In the event that it should become necessary for PSE to install additional utility systems for purposes of transmission, distribution and sale of gas, electricity, communications and other network commodities or services or otherwise use the Property and if, in the sole judgment of PSE, the location, existence and use of the Improvements interferes with such installation or use to the extent that it is impracticable or substantially more expensive to accomplish such installation or use, or that such installation or use may pose a hazard because of the location, existence or use of the Improvements, Grantee shall have the obligation to either, in Grantee's sole discretion, (a) protect, modify or relocate the Improvements at the cost and expense of Grantee, so as to remove the interference or hazard to PSE's satisfaction, or (b) to reimburse PSE for its added costs of design, construction and installation to avoid such interference or hazard. In the event PSE intends to undertake any such construction, PSE shall give Grantee reasonable advance written notice of such intention together with preliminary plans and specifications for such work, identifying the potential interference or hazard and all design information relating thereto. In no event shall such notice and plans be required to be given more than six months prior to the scheduled commencement of work.

Within one month after receiving such notice from PSE, Grantee shall give written notice to PSE by which notice Grantee will elect to (a) protect, modify or relocate the Improvements, or (b) reimburse PSE for its said added costs. If the Grantee elects to protect, modify or relocate the Improvements it shall commence work promptly and diligently prosecute such work to completion prior to the scheduled date of commencement of PSE's construction. If Grantee elects to pay PSE's added costs, Grantee shall give PSE satisfactory assurance of payment of such costs at the time such notice of election is given. PSE's costs reimbursable under this paragraph are defined as in Paragraph 9 herein.

**13. Termination for Breach.** In the event Grantee breaches or fails to perform or observe any of the terms and conditions herein, and fails to cure such breach or default within ninety (90) days of PSE's giving Grantee written notice thereof, or within such other period of time as may be reasonable in the circumstances, PSE may terminate Grantee's rights under this Agreement in addition to and not in limitation of any other remedy of PSE at law or in equity, and the failure of PSE to exercise such right at any time shall not waive PSE's right to terminate for any future breach or default.

**14. Termination for Cessation of Use.** In the event Grantee ceases to use the Improvements for a period of five (5) successive years, this Agreement and all Grantee's rights hereunder shall automatically terminate and revert to PSE.

**15. No Release on Termination.** No termination of this Agreement shall release Grantee from any liability or obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from its obligation and liability to remove the Improvements from the Property and restore the ground.

**16. Removal of Improvements on Termination.** Upon termination of this Agreement, or in the event removal of one or both of the water lines is required by any governmental authority or under applicable law, Grantee shall promptly remove from the Easement Area its Improvements and restore the ground to the condition existing prior to installation of the Improvements on the Property. Such work, removal and restoration shall be done at the sole cost and expense of Grantee and in a manner satisfactory to PSE. In the event Grantee fails to remove the Improvements, restore the ground, or take such other mutually agreed upon measures, PSE, may, after reasonable notice to Grantee, remove the Improvements and restore the ground at the sole cost and expense of Grantee, and PSE shall not be liable therefor.

**17. Third Party Rights.** PSE reserves all rights with respect to its property including, without limitation, the right to grant easements, licenses and permits to others subject to the rights granted in this Agreement.

**18. Release and Indemnity.** Grantee does hereby release, indemnify and promise to defend and save harmless PSE from and against any and all liability, loss, cost, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by PSE in defense thereof, asserted or arising directly or indirectly on account of or out of the: (1) negligent acts or omissions of Grantee and Grantee's servants, agents, employees, and contractors in the exercise of the rights granted herein, or (2) negligent acts and omissions of PSE in its use of the Property which affect Grantee's employees, agents, contractors, and other parties benefiting from said Improvements; provided, however, this paragraph does not purport to indemnify PSE against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of PSE or PSE's agents or employees.

**19. Insurance.** Prior to Grantee's construction activities or other substantial activities on the Property under the rights provided herein, Grantee shall submit to PSE evidence that Grantee or Grantee's contractors has obtained comprehensive general liability coverage naming PSE as an additional insured (including broad form contractual liability coverage) satisfactory to PSE with limits no less than the following:

Bodily Injury Liability, including automobile bodily injury	\$2,000,000 each occurrence
Property Damage Liability, including automobile property damage liability	\$2,000,000 each occurrence

Said evidence shall be submitted on PSE's Certificate of Insurance standard form (which form PSE shall provide upon request) or such other form as PSE may from time to time approve.

Said coverage shall be maintained by Grantee or Grantee's contractors during the period when such activities take place.

Grantee is a member of a risk pool and the parties agree that the requirements of this section are met by said membership.

**20. Taxes and Assessments.** Grantee shall promptly pay or reimburse PSE for any taxes and/or assessments levied as a result of this Agreement or relating to the Grantee's improvements constructed pursuant to this Agreement.

**21. Title.** The rights granted herein are subject to permits, leases, licenses and easements, if any, heretofore granted by PSE affecting the Property subject to this Agreement. PSE does not warrant title to the Property and shall not be liable for defects thereto or failure thereof.

**22. Notices.** Unless otherwise provided herein, notices required to be in writing under this Agreement shall be given as follows:

If to Puget:	Puget Sound Energy, Inc. Real Estate Dept., BEL-06E P.O. Box 97034 Bellevue, WA 98009-9734
If to Grantee:	City of Carnation Public Works Dept. 4621 Tolt Avenue Carnation, WA 98014

Notices shall be deemed effective, if mailed, upon the second day following deposit thereof in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, or upon delivery thereof if otherwise given. Either party may change the address to which notices may be given by giving notice as above provided.

**23. Assignment.** Grantee shall not assign its rights hereunder. No assignment of the privileges and benefits accruing to Grantee herein, and no assignment of the obligations or liabilities of Grantee herein, whether by operation of law or otherwise, shall be valid without the prior written consent of PSE.

**24. Successors.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

**25. Liability.** In the event of any assignment of the rights hereunder, the liability of Grantee and its assignees shall be joint and several.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024, for the CITY OF CARNATION by

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

State of Washington

County of Whatcom

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, personally appeared JIM RIBAIL, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal hereto affixed the day and year in this certificate first above written.

(Seal or Stamp)

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

GRANTOR APPROVAL:

PUGET SOUND ENERGY, INC.

\_\_\_\_\_

State of Washington  
County of King

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of PUGET SOUND ENERGY, INC., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

(Seal or Stamp)

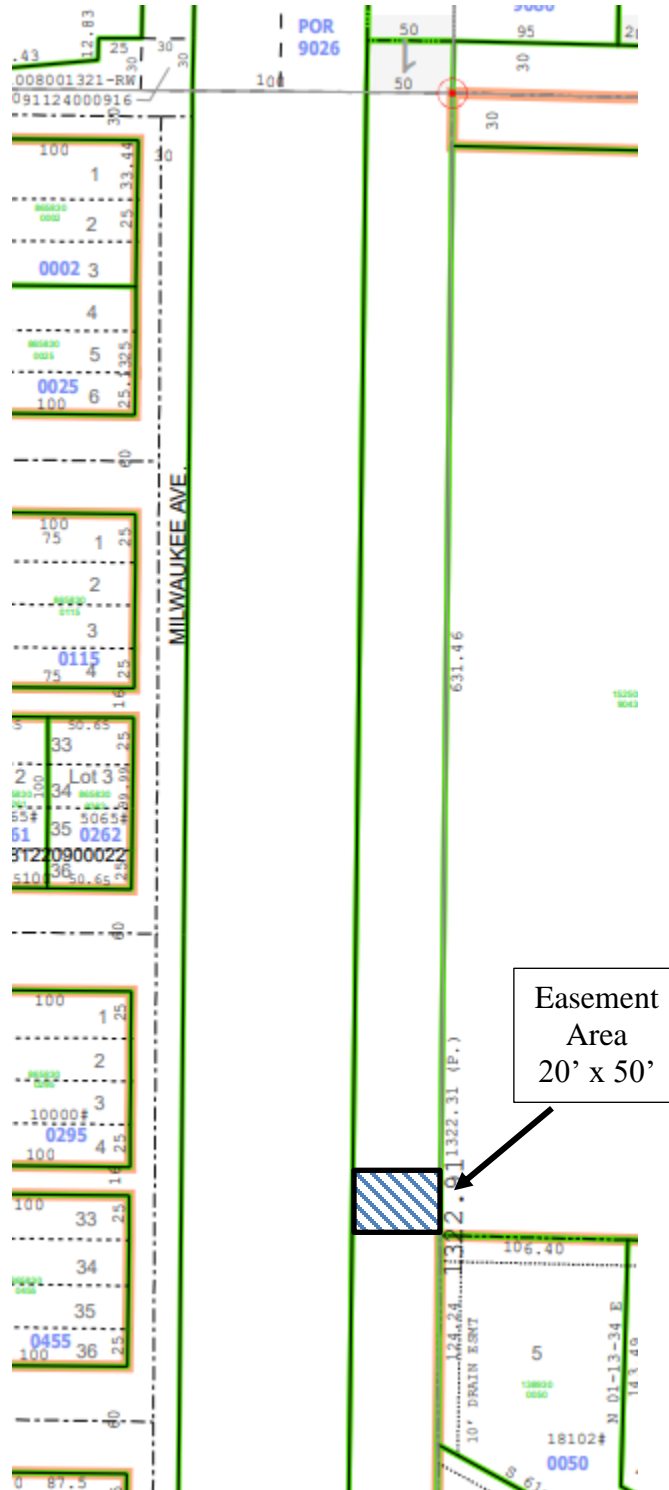
\_\_\_\_\_  
Print Name \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

# EXHIBIT A

Easement area legal description:

THE SOUTH 20 FEET AND THE EAST 50 FEET OF THE NORTH 661.46 FEET OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 7 EAST, AS DEPICTED BELOW.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.





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

<b>TITLE:</b> An ordinance amending Ordinance 24-984, granting Comcast Cable Communications Management, LLC, the right, privilege, authority, and franchise to construct, operate, maintain, reconstruct, repair, and upgrade the cable system upon, over, under, along, across and through the franchise area for the purpose of providing cable services, subject to the terms and conditions set forth in the ordinance and applicable law.	<b>Agenda Bill No.:</b>	<b>AB24-54</b>
	<b>Type of Action:</b>	<b>MOTION</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>Proposed Ordinance 24-987</li> </ul>	<b>Date Submitted:</b>	06/18/2024
	<b>For Agenda of:</b>	06/18/2024
	<b>Expenditure Required:</b>	\$0
	<b>Amount Budgeted:</b>	N/A
	<b>Appropriation Required:</b>	N/A

**SUMMARY STATEMENT AND DISCUSSION:**  
After accepting the Franchise Agreement on April 2, 2024, Comcast Communications Management, LLC requested to add Section 7.7: *Complaint File*. The City’s Attorney has approved the proposed changes.

**RECOMMENDED ACTION:** I move to adopt Ordinance 24-987 amending Ordinance 24-984 granting Comcast Communications Management, LLC, the right, privilege, authority, and franchise to construct, operate, maintain, reconstruct, repair, and upgrade the Cable System, upon, over, under, along, across and through the Franchise Area for the purpose of providing Cable Services, subject to the terms and conditions set forth in this Ordinance and applicable law.

**LEGISLATIVE HISTORY:** Ordinance 24-984 passed by a unanimous vote of the Council (5-0) at the April 2, 2024, regular meeting.

<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

ORDINANCE NO. 24-987

AMENDING ORDINANCE NO. 24-984 GRANTING COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, THE RIGHT, PRIVILEGE, AUTHORITY, AND FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, RECONSTRUCT, REPAIR, AND UPGRADE THE CABLE SYSTEM UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA FOR THE PURPOSE OF PROVIDING CABLE SERVICES, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS ORDINANCE AND APPLICABLE LAW

AN ORDINANCE granting Comcast Cable Communications Management, LLC, the right, privilege, authority, and franchise to construct, operate, maintain, reconstruct, repair, and upgrade the Cable System upon, over, under, along, across and through the Franchise Area for the purpose of providing Cable Services, subject to the terms and conditions set forth in this Ordinance and applicable law.

WHEREAS, the City has a legitimate and necessary regulatory role in ensuring the availability of cable communications service, and reliability of cable systems in its jurisdiction, the availability of local programming (including public, educational and Governmental Access programming) and quality Customer service; and

WHEREAS, diversity in Cable Service programming is an important policy goal and Grantee's Cable System offers a wide range of programming services; and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive Franchises to construct, operate and maintain cable systems within the boundaries of the City; and

WHEREAS, a further amendment was needed to add section 7.7 the Complaint File to this agreement; and

WHEREAS, in consideration of the mutual promises made herein, and other good and valuable consideration as provided herein, the receipt and adequacy of which are hereby acknowledged, the City and Grantee do hereby agree as follows; NOW THEREFORE

THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Purpose. The purpose of this Ordinance is to the right, privilege, authority, and franchise to construct, operate, maintain, reconstruct, repair, and upgrade the cable system upon, over, under, along, across and through the franchise area for the purpose of

providing cable services, subject to the terms and conditions set forth in this ordinance and applicable law.

SECTION 3. Effective Date and Publication. This Ordinance shall take effect fifteen days following City Council Adoption.

PASSED, ADOPTED by the City Council of the City of Carnation, State of Washington, on this 18<sup>th</sup> day of June 2024.

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

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

ATTEST:

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



# CABLE FRANCHISE AGREEMENT

Between

CITY OF CARNATION, WASHINGTON

And

COMCAST CABLE COMMUNICATIONS  
MANAGEMENT, LLC

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## INTRODUCTORY STATEMENT

**CABLE TELEVISION FRANCHISE.** This Cable Television Franchise is entered into in Carnation, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Carnation, Washington, a municipal corporation, hereinafter (the “the City”) and Comcast Cable Communications Management, LLC who is hereinafter known as (“Grantee”). The City and Grantee are sometimes referred to hereinafter collectively as the “parties.”

## SECTION 1. - DEFINITIONS

For the purposes of this Franchise and the Exhibits attached hereto the following terms, phrases, words, and their derivations shall have the meanings given herein when indicated with the text of the Franchise by being capitalized. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined, or those defined, but not capitalized within the text shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory.

- 1.1 “Access” or “Access Programming”  
includes Educational Access and Governmental Access, collectively, and means the availability for Noncommercial use by various governmental and educational agencies, institutions, and organizations, in the community, including the City and its designees, of particular channels on the Cable System to receive and distribute Video Programming to Subscribers, as permitted under applicable law, including, but not limited to:
  - 1.1.1 “Educational Access  
means Access where Schools are the primary users having editorial control over programming and services.
  - 1.1.2 “Governmental Access”  
means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.
- 1.2 “Access Channel”  
means any Channel or portion thereof, designated for Noncommercial Access purposes or otherwise made available to facilitate Access programming.
- 1.3 “Activation” or “Activated”  
means the status of any capacity on or part of the Cable System wherein the use of that capacity or part thereof may be made available without further installation of Cable System equipment other than Subscriber premise equipment, whether hardware or software.
- 1.4 “Affiliated Entity” or “Affiliate”  
when used in connection with Grantee means any Person who owns or controls, is owned or controlled by, or is under common ownership or control of Grantee and its successor entities.
- 1.5 “Bad Debt”  
means amounts lawfully owed by a Subscriber and accrued as revenues on the books of Grantee, but not collected after reasonable efforts by Grantee.
- 1.6 “Basic Service”  
means any Cable Service Tier that includes, at a minimum, the retransmission of local television Broadcast Signals.
- 1.7 “Broadcast Signal”  
means a television or radio signal transmitted over the air to a wide geographic audience

and received by a Cable System off-the-air by antenna, microwave, satellite dishes or any other means.

- 1.8 “Cable Act”  
means the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and as amended by the Telecommunications Act of 1996, and any amendments thereto.
- 1.9 “Cable Operator”  
means any Person or group of Persons, including Grantee, who provides Cable Service over the Cable System and directly or through one or more Affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of the Cable System.
- 1.10 “Cable Service”  
means the one-way transmission to Subscribers of Video Programming, or other programming service and Subscriber interaction, if any, that is required for the selection or use of such Video Programming or other programming service.
- 1.11 “Cable System”  
means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service that includes Video Programming and that is provided to multiple Subscribers within a community, but such term does not include:
- (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations;
  - (2) a facility that serves Subscribers without using any public right-of-way;
  - (3) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. Section 201 et seq.), except that such facility shall be considered a cable system (other than for purposes of Section 621(c) (47 U.S.C. Section 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
  - (4) an open video system that complies with Section 653 of the Cable Act;  
or
  - (5) any facilities of any electric utility used solely for operating its electric utility systems. When used herein, the term “Cable System” shall mean Grantee’s Cable System in the Franchise Area unless the context indicates otherwise.
- 1.12 “Channel”  
means a portion of the frequency band capable of carrying a Video Programming Service or combination of Video Programming Services, whether by analog or digital signal, on a twenty-four (24) hour per day basis or a portion thereof.

- 1.13 “City”  
means the City of Carnation, Washington, a municipal corporation, of the State of Washington.
- 1.14 “Customer Service Representative” or “CSR”  
shall mean any person employed by Grantee to assist, or provide service to, Customers, whether by answering public telephone lines, writing service or installation orders, answering Customers’ questions, receiving, and processing payments, or performing other Customer service-related tasks.
- 1.15 “Dwelling Unit”  
means any building or portion thereof that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy.
- 1.16 “FCC”  
means the Federal Communications Commission or its lawful successor.
- 1.17 “Fiber Optic”  
means a transmission medium of optical fiber cable, along with all associated electronics and equipment capable of carrying electric lightwave pulses.
- 1.18 “Franchise”  
means the document, in which this definition appears, that is executed between the City and Grantee, containing the specific provisions of the authorization granted and the contractual and regulatory agreement created hereby.
- 1.19 “Franchise Area”  
means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.
- 1.20 “Franchise Fee”  
includes any tax, fee or assessment of any kind imposed by the City on Grantee or Subscribers, or both solely because of their status as such. The term Franchise Fee does not include:
- 1.20.1 Any tax, fee or assessment of general applicability (including any such tax, fee, or assessment on both utilities and Cable Operators or their services, but not including a tax, fee, or assessment that is unduly discriminatory against Cable Operators or cable Subscribers);
- 1.20.2 Capital costs that are required by the Franchise to be incurred by Grantee for Educational or Governmental Access facilities;
- 1.20.3 Requirements or charges incidental to the awarding or enforcing of the Franchise, including but not limited to, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damages; or
- 1.20.4 Any fee imposed under Title 17, United States Code.



1.21 “Grantee”

means Comcast Cable Communications Management, LLC or its lawful successor, transferee, or assignee.

1.22 “Gross Revenues”

means any and all revenue, recognized as revenue under generally accepted accounting principles (GAAP), derived directly or indirectly by Grantee, or by Grantee’s Affiliates from the operation of Grantee’s Cable System to provide Cable Services in the Franchise Area. Gross Revenues include, by way of illustration and not limitation, monthly and other fees charged Subscribers for Cable Services including Basic Service, any expanded Tiers of Cable Service, other Tiers of Cable Service, optional Premium Service, pay-per-view and per-program Channels, Cable Service installation, disconnection, reconnection and change-in-service fees, fees for service calls, Leased Access Channel fees, remote control rental fees, late fees and administrative fees or other consideration received by Grantee from programmers for carriage of Cable Services on the Cable System under GAAP, revenues from rentals of converters or other Cable System equipment, advertising sales revenues (including local, regional and a pro rata share of national advertising carried on the Cable System in the Franchise Area), net of commissions due to advertising agencies that arrange for the advertising buy, revenues from program guides, additional outlet fees, revenue from the sale or carriage of other Cable Services, and revenues from home shopping. Gross Revenues shall not include:

- (1) Bad Debt, provided, however, that all or part of any such Bad Debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected;
- (2) any taxes on services furnished by Grantee that are imposed directly on any Subscriber or user by the State, the City, or other governmental unit and that are collected by Grantee on behalf of said governmental unit; or

The Franchise Fees are not a tax and are therefore included in this definition of Gross Revenues. If new Cable Service revenue streams develop from Grantee’s operation of its Cable System within the City, those new revenue streams shall be included within Gross Revenues, unless the parties agree otherwise. To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, State or local law. Grantee reserves the right to change the allocation methodologies set forth in this definition in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”). Grantee will explain and document the required changes to the City within three (3) months of making such changes, and as part of any audit or review of Franchise Fee payments. Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to GAAP as promulgated and defined by the FASB, EITF and/or the SEC. Notwithstanding the forgoing, the City reserves its right to challenge Grantee’s calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

- 1.23 “Headend” or “Hub”  
means any Facility for signal reception and dissemination on a Cable System, including cable, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals or other signals, and all other related equipment and Facilities.
- 1.24 “Leased Access Channel”  
means any Channel or portion of a Channel commercially available for programming in accordance with Section 612 of the Cable Act.
- 1.25 “Normal Business Hours”  
means those hours during which most similar businesses in the community are open to serve Customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some hours on Saturday.
- 1.26 “Normal Operating Conditions”  
means those service conditions that are within the control of Grantee. Those conditions that are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, severe or unusual weather conditions, and availability of materials, equipment, or labor. Those conditions that are ordinarily within the control of Grantee include, but are not limited to, regular peak or seasonal demand periods and maintenance or upgrade of the Cable System.
- 1.27 “Pay Service” or “Premium Service”  
means Video Programming or other programming service choices (such as movie Channels or pay-per-view programs) offered to Subscribers on a package tier, per-Channel, per-program, or per-event basis.
- 1.28 “Person”  
means any natural person, sole proprietorship, partnership, joint venture, association, or limited liability entity or corporation, or any other form of entity or organization.
- 1.29 “Rights-of-Way”  
means land acquired or dedicated for public roads and streets including easements dedicated for compatible use and consistent with Section 621 of the Cable Act, but does not include:
- 1.29.1 State highways;
  - 1.29.2 Land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public, unless specifically used as a utility corridor;
  - 1.29.3 Structures, including poles and conduits, located within the right-of-way;
  - 1.29.4 Federally granted trust lands or forest board trust lands;
  - 1.29.5 Lands owned or managed by the State parks and recreation commission; or
  - 1.29.6 Federally granted railroad rights-of-way acquired under 43 U.S.C. Sec. 912 and related provisions of federal law that are not open for motor vehicle use.
- 1.30 “School”  
means any State accredited K-12 public or private educational institution not including

home schools, prisons, or jails (provided that State accredited juvenile schools within prisons or jails shall be included).

- 1.31 “Service Interruption”  
means the loss of picture or sound on one or more cable Channels.
- 1.32 “State”  
means the State of Washington.
- 1.33 “Subscriber” or “Customer”  
means any Person who lawfully receives Cable Services provided by Grantee by means of the Cable System with Grantee’s express permission.
- 1.34 “Tier”  
means a category of Cable Services provided by Grantee for which a separate rate is charged.
- 1.35 “Video Programming”  
means programming provided by, or generally considered comparable to programming provided by, a television broadcast station, or cable programming provider.

## **SECTION 2. - GRANT OF FRANCHISE**

- 2.1 Grant
  - 2.1.1 The City hereby grants to Grantee a nonexclusive and revocable authorization to make reasonable and lawful use of the Rights-of-Way within the Franchise Area to construct, operate, maintain, reconstruct, repair, and upgrade the Cable System for the purpose of providing Cable Services, subject to the terms and conditions set forth in this Franchise and applicable law.
  - 2.1.2 Grantee, through this Franchise, is granted the right to operate its Cable System using the public Rights-of-Way within the Franchise Area in compliance with all lawfully enacted applicable construction codes and regulations. This Franchise is intended to convey limited rights and interests only as to those streets in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide Grantee any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof. This Franchise does not deprive the City of any powers, rights or privileges it now has, or may later acquire in the future, to use, perform work on or to regulate the use of and to control the City’s streets covered by this Franchise, including without limitation the right to perform work on its roadways, Right-of-Way or appurtenant drainage facilities, including constructing, altering, paving, widening, grading, or excavating thereof.
  - 2.1.3 This Franchise is subject to and shall be governed by all applicable provisions now existing or hereafter amended of federal, State, and local laws and regulations. This Franchise is subject to the general lawful police power of the City affecting matters of municipal concern as per Section 2.8. Nothing in this Franchise shall be deemed to waive the requirements of the other codes

and ordinances of general applicability enacted, or hereafter enacted, by the City. Grantee agrees to comply with the provisions of the City ordinances provided that in the event of a conflict between the provisions of ordinances and the Franchise, the express provisions of the Franchise shall govern.

- 2.1.4 Grantee agrees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of Grantee that is a Cable Operator of the Cable System in the Franchise Area, as defined herein, or directly involved in the management or operation of the Cable System in the Franchise Area, will comply with the terms and conditions of this Franchise.
- 2.1.5 No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:
- (1) any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City.
  - (2) any permit, agreement or authorization required by the City for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property; or
  - (3) any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise.
- 2.1.6 This Franchise is an express authorization to provide Cable Services as allowed by applicable law. This Franchise is not a bar to the imposition of any lawful conditions on Grantee with respect to non-Cable Services, telecommunications services, or information services, whether similar, different or the same as the condition specified herein. However, this Franchise shall not be read as a concession by Grantee that it needs authorization to provide non-Cable Services, telecommunications services, or information services.

## 2.2 Use of Rights-of-Way

- 2.2.1 Subject to the City's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, through, below and along the Rights-of-Way within the Franchise Area, such wires, cables (both coaxial and Fiber Optic), conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System for the provision of Cable Service within the Franchise Area. Grantee shall comply with all lawfully enacted and applicable construction codes, laws, ordinances, regulations and procedures regarding placement and installation of Cable System facilities in the Rights-of Way.
- 2.2.2 Grantee must follow the City-established requirements, as well as all the City codes, ordinances, and other regulations regarding placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way. Grantee must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. To protect

public health, safety and welfare, the City may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Rights-of-Way; may deny access if Grantee is not willing to comply with the City's requirements; and may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the City, or that is installed without prior City approval of the time, place or manner of installation (including charging Grantee for all the costs associated with removal); and the City may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements. Grantee shall assume its costs (in accordance with applicable law) associated with any requirement of the City in the exercise of its police powers, to relocate its Cable System facilities located in the Rights-of-Way.

### 2.3 Term

2.3.1 This Franchise and the rights, privileges, and authority granted hereunder and the contractual relationship established hereby shall remain in full force and effect for a period of five (5) years from and after the effective date of this Ordinance, as specified in Section 19, subject to acceptance of this Franchise by Grantee pursuant to 18.16. Provided, however, if both the City and the Grantee mutually agree to extend this Franchise's current terms and conditions and any new terms and conditions to be included in this Franchise, the term of this Franchise shall be extended for an additional five (5) years.

2.3.2 The grant of this Franchise shall have no effect on any ordinance in effect prior to the effective date of this Franchise to indemnify or insure the City against acts and omissions occurring during the period that the prior franchise was in effect, nor shall it have any effect upon liability to pay all Franchise Fees (for any prior years) that were due and owed under a prior franchise and the franchise ordinance.

### 2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, or franchises granted by the City or its predecessors to any Person to use any property, Right-of-Way, easement, including the right of the City to use same for any purpose it lawfully deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems, as the City deems appropriate.

### 2.5 Grant of Other Franchises

2.5.1 Grantee acknowledges and agrees that the City reserves the right to grant one or more additional franchises subsequent to this Franchise to provide Cable Service or wireline video service within the Franchise Area; provided, the City agrees that it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant within ninety (90) days of Grantee's request, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include but are not limited to: Franchise Fees; insurance; system build-out requirements; security instruments; Access Channels; customer service standards; required reports and

related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word-for-word identical franchise or authorization so long as the regulatory and financial burdens on each entity are materially equivalent. If any additional franchise for a system to provide Cable Services or wireline video services, is granted by the City which, in the reasonable opinion of Grantee, contains more favorable or less burdensome terms or conditions than this Franchise, the City agrees that it shall amend this Franchise to include any more favorable or less burdensome terms or conditions in a manner mutually agreed upon by the City and Grantee. Video Programming services delivered over wireless broadband networks are specifically exempted from the requirements of this Section so long as the City does not have lawful authority to regulate such wireless broadband networks within the Franchise Area.

2.5.2 In the event an application for a new cable television franchise is filed with the City proposing to serve the Franchise Area, in whole or in part, the City will provide notice of such application to the Grantee. Failure to provide such notice shall not constitute a breach of this agreement, however such failure shall not diminish Grantee's rights hereunder nor City's obligations to amend this Franchise accordingly.

2.5.3 In the event that a wireline multichannel video provider distributor, legally authorized by State or federal law, makes available for purchase by Subscribers or customers, Cable Services or wireline video services within the City without a Cable Service franchise or other similar lawful authorization granted by the City, then Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to Grantee. In requesting amendments, Grantee shall file a petition seeking to amend this Franchise. Such petition shall: (a) indicate the presence of such wireline competitor; (b) identify the Franchise terms and conditions for which Grantee is seeking amendments; (c) provide the text of all proposed Franchise amendments to the City, (d) identify all material terms or conditions in the applicable State or federal authorization which are substantially more favorable or less burdensome to the competitive entity. The City shall not unreasonably withhold consent to Grantee's petition.

## 2.6 Familiarity with Franchise

Grantee acknowledges and warrants by acceptance of the rights, privileges and agreement granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all reasonable risks of the meaning of the provisions, terms, and conditions herein. Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise and finds that the same are commercially practicable at this time and consistent with all local, State, and federal laws and regulations currently in effect, including the Cable Act.

## 2.7 Effect of Acceptance

By accepting the Franchise, Grantee:

- (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise;

- (2) agrees that it will not oppose the City's intervening to the extent it is legally entitled to do so in any legal or regulatory proceeding affecting the Cable System;
- (3) accepts and agrees to comply with each and every provision of this Franchise subject to applicable law; and
- (4) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

2.8 Police Powers

Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to the safety, health and welfare of the public, and Grantee agrees to comply with all generally applicable laws, ordinances and regulations lawfully enacted pursuant to the police powers of the City, or hereafter enacted in accordance therewith, by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City reserves the right to exercise its police powers, notwithstanding anything in this Franchise to the contrary.

2.9 Franchise Area

Grantee shall provide Cable Services, as authorized under this Franchise, within the Franchise Area in accordance with line extension and density provisions as provided herein.

2.10 Reservation of Rights

Nothing in this Franchise shall:

- (1) abrogate the right of the City to perform any public works or public improvements of any description;
- (2) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City; or
- (3) be construed as a waiver or release of the rights of the City in and to the Rights-of-Way.

### **SECTION 3. - FRANCHISE FEE AND FINANCIAL CONTROLS**

3.1 Franchise Fee

As compensation for the use of the City's Rights-of-Way, Grantee shall pay as a Franchise Fee to the City, throughout the duration of this Franchise, an amount equal to five percent (5.0%) of Grantee's Gross Revenues. Accrual of such Franchise Fee shall commence as of the effective date of this Franchise.

3.2 Payments

Grantee's Franchise Fee payments to the City shall be computed quarterly for the preceding quarter. Each quarterly payment shall be due and payable no later than forty-five (45) days after the end of the preceding quarter. The quarters shall end respectively on the last day of March, June, September, and December.



3.3 Acceptance of Payment

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Franchise Fee Reports

Each payment shall be accompanied by a written report to the City on a form commonly used by Grantee, verified by an officer of Grantee, containing an accurate statement in summarized form, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall include all Gross Revenues of the Cable System.

3.5 Audits

On an annual basis, upon thirty (30) days' prior written notice, the City shall have the right to conduct an independent audit of Grantee's financial records necessary to enforce compliance with this Franchise and to calculate any amounts determined to be payable under this Franchise. Provided Grantee cooperates in making all relevant records available upon request, the City will in good faith attempt to complete each audit within six (6) months, and the audit period shall not be any greater than the previous five (5) years. Any additional amounts due to the City as a result of the audit shall be paid within sixty (60) days following written notice to Grantee, and Grantee's agreement that the audit findings are correct, which notice shall include a copy of the audit findings. If a Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay, in addition to the amount due, interest at the maximum allowed rate as provided under State law calculated from the date the underpayment was originally due until the date the City receives the payment. If the audit shows that Franchise Fees have been underpaid, by five percent (5%) or more in a calendar year, Grantee shall pay the cost of the audit in an amount up to \$15,000 for the audit period. If Grantee disputes all or part of the audit findings, then that matter may be referred to nonbinding arbitration by either of the parties. Each party shall bear one-half of the costs and expenses of the arbitration proceedings. The decision of the arbitrator(s) shall be subject to judicial review at the request of either party.

3.6 Financial Records

Grantee agrees to meet with a representative of the City upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the City deems necessary for reviewing reports and records that are relevant to the enforcement of this Franchise.

3.7 Underpayments

In the event any payment is not received within forty-five (45) days from the end of the scheduled payment period, Grantee shall pay, in addition to the amount due, interest at the maximum allowed rate as provided under State law calculated from the date the underpayment was originally due until the date the City receives the payment.

3.8 Maximum Franchise Fee

The parties acknowledge that, at present, applicable federal law limits City to collection of a maximum Franchise fee of five percent (5%) of Gross Subscriber Revenues in any twelve (12) month period. In the event that at any time during the duration of this



Franchise applicable federal law changes the maximum allowable Franchise Fee, to be collected in any twelve (12) month period, then this Franchise shall be amended by the parties with sixty (60) days written notice by either party to the other party. The City agrees that all Cable operators in the Franchise Area over which the City has jurisdiction will be treated in an equivalent manner.

3.9 Payment on Termination

If this Franchise terminates for any reason, Grantee shall file with the City within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by Grantee since the end of the previous fiscal year. Within forty-five (45) days of the filing of the certified statement with the City, Grantee shall pay any unpaid amounts as indicated. If Grantee fails to satisfy its remaining financial obligations as required in this Franchise, the City may do so by utilizing the funds available in a letter of credit or other security provided by Grantee pursuant to Section 5.3 or may exercise any other remedies provided to the City in law or equity to collect on such financial obligations.

3.10 Additional Compensation

In the event that Franchise Fees are prohibited by any law or regulation, Grantee shall pay to the City that amount, if any, which is determined by applicable law.

3.11 Tax Liability

The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses by any law of the City, the State, or the United States including, without limitation, sales, use, utility, property, permits and other taxes, or business license fees.

## **SECTION 4. - ADMINISTRATION AND REGULATION**

4.1 The City shall be vested with the power and right to administer and enforce this Franchise and the regulations and requirements of applicable law, including the Cable Act, or to delegate that power and right of administration, or any part thereof, to the extent permitted under federal, State, and local law, to any agent in the sole discretion of the City. Nothing in this Franchise shall limit or expand the City's right of eminent domain under State law.

4.2 Rates and Charges

Grantee rates and charges related to or regarding Cable Services shall be subject to regulation by the City to the full extent authorized by applicable federal, State, and local laws. Customer billing shall be itemized by service(s) per FCC Regulation 76.309(B)(ii)(A) and 76.1619 or as amended. Grantee shall comply with all applicable laws regarding rates for Cable Services and all applicable laws covering issues of cross subsidization.

4.3 No Rate Discrimination

All Grantee rates and charges shall be published (in the form of a publicly available rate card), made available to the public, and shall be non-discriminatory as to all Persons of

similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with governing law. Nothing herein shall be construed to prohibit:

- (1) the temporary reduction or waiving of rates or charges in conjunction with promotional campaigns;
- (2) the offering of reasonable discounts to similarly situated Persons;
- (3) the offering of rate discounts for either Cable Service generally, or
- (4) the offering of bulk discounts for Multiple Dwelling Units.

#### 4.4 Filing of Rates and Charges

Upon request, Grantee shall maintain on file with the City a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

#### 4.5 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise.

#### 4.6 Performance Evaluation

Special evaluation sessions may be held at any time upon request by the City during the term of this Franchise following Grantee's repeated failure to comply with the terms of this Franchise or no more than once in any thirty-six (36) month period. All evaluation sessions shall be open to the public and announced at least one week in advance in a newspaper of general circulation in the Franchise Area.

4.6.1 Topics that may be discussed at any evaluation session may include but are not limited to, Cable Service rate structures; Franchise Fees; liquidated damages; application of new technologies; system performance; Cable Services provided; programming offered; customer complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and City's or Grantee's rules, provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise or any term or provision therein and further provided that this subsection need not be followed before other legal or equitable remedies within this Franchise.

4.6.2 Grantee agrees to participate in such special evaluation sessions described in this Section 4.6.

#### 4.7 Leased Access Channel Rates

Upon request, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee.

#### 4.8 Late Fees

4.8.1 For purposes of this subsection, any assessment, charge, cost, fee or sum, however, characterized, that Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with applicable local, State, and federal laws.

- 4.8.2 Grantee's late fee and disconnection policies and practices shall be nondiscriminatory, and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the City without regard to the neighborhood or income level of the subscribers.

## **SECTION 5. - FINANCIAL AND INSURANCE REQUIREMENTS**

### **5.1 Indemnification**

#### **5.1.1 General Indemnification**

Grantee, at its sole cost and expense, shall indemnify, defend and hold the City, its officers, officials, boards, commissions, agents, representatives, and employees, harmless from any action or claim for injury, damage, loss, liability, settlement, proceeding, judgment, or cost or expense, including court and appeal costs and attorneys' fees and expenses, arising from any casualty or accident to Person or property, including all damages in any way arising out of, or by reason of, any construction, excavation, erection, operation, maintenance, repair or reconstruction, or any other act done under this Franchise, by or for Grantee, its authorized agents, or by reason of any neglect or omission of Grantee its authorized agents or its employees. Grantee shall consult and cooperate with the City while conducting its defense of the City. Said indemnification obligations shall extend to any settlement made by Grantee.

#### **5.1.2 Indemnification for Relocation**

Grantee shall indemnify, defend and hold the City, its elected officials, officers, agents, boards, and employees, harmless for any damages, claims, additional costs, or expenses payable by, the City arising out of, or resulting from Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any lawful relocation required by the City and in accordance with this Franchise. Pursuant to Section 5.1.1, the provisions of this Section 5.1.2 may specifically include claims for damages, and/or costs incurred by a contractor while performing public work for or on behalf of the City.

#### **5.1.3 Additional Circumstances**

Grantee shall also indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost and expense, including court and appeal costs and attorneys' fees and expenses in any way arising out of any failure by Grantee to secure consents from the owners, authorized distributors or franchisees/licensors of programs to be delivered by the Cable System, provided however, that Grantee will not be required to indemnify the City for any claims arising out of the use of Access Channels by the City and/or its Designated Access Providers or use by the City of the Emergency Alert Cable System.

#### **5.1.4 Procedures and Defense**

If a claim or action arises, the City or any other indemnified party shall tender the defense of the claim or action to Grantee, which defense shall be at Grantee's expense. The City may participate in the defense of a claim, and, in any event, Grantee may not agree to any settlement of claims financially affecting the City without the City's written approval that shall not be unreasonably withheld.

5.1.5 Duty of Defense

The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this Section 5.1.

5.1.6 Duty to Give Notice

The City shall give Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. The City's failure to so notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to Grantee and Grantee shall have the obligation and duty to defend any claims arising thereunder, and the City shall cooperate fully therein.

5.1.7 Separate Representation

If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall select other counsel without conflict of interest with the City and pay for such costs in accordance with Section 5.1.1 above.

5.1.8 Prior Franchises

The grant of this Franchise shall have no effect on Grantee's duty under the prior franchises to indemnify or insure the City against acts and omissions occurring during the period that the prior franchises were in effect, nor shall it have any effect upon Grantee's liability to pay all Franchise Fees which were due and owed under prior franchises.

5.1.9 Waiver of Title 51 RCW Immunity

Grantee's indemnification obligations shall include indemnifying the City for actions brought by Grantee's own employees and the employees of Grantee's agents, representatives, contractors, and subcontractors even though Grantee might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this indemnification for actions brought by the aforementioned employees is limited solely to claims against the City arising by virtue of Grantee's exercise of the rights set forth in this Franchise. To the extent required to provide this indemnification and this indemnification only, Grantee waives its immunity under Title 51 RCW as provided in RCW 4.24.115; provided however, the forgoing waiver shall not in any way preclude Grantee from raising such immunity as a defense against any claim brought against Grantee by any of its employees or other third party. The obligations of Grantee under this Section 5.1.9 have been mutually negotiated by the parties hereto.

5.1.10 Concurrent Negligence

In the event that a particular activity conducted under this Franchise is subject to RCW 4.24.115, this Section 5.1.10 shall apply. Liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Grantee and the City, its officers, officials, employees, and volunteers, Grantee's liability shall be only to the extent of Grantee's negligence.

5.1.11 Inspection

Inspection or acceptance by the City of any work performed by Grantee at the time of completion of construction or maintenance projects shall not be grounds for avoidance of any of these covenants of indemnification.

5.2 Insurance Requirements

5.2.1 General Requirement each of the following policies of insurance:

- (1) Commercial General Liability coverage for bodily injury, personal injury, and property damage with limits of no less than two million dollars (\$2,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, and one million dollars (\$1,000,000) products/completed operations aggregate. 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, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance to restrict coverage for liability arising from explosion, collapse, or underground property damage to be more restrictive than the ISO CG 00 01 form. The City shall be named by endorsement or blanket provision as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 and Additional Insured-Completed Operations endorsement CG 20 37 or substitute endorsements providing equivalent coverage.
- (2) Commercial Automobile Liability Insurance with minimum combined single limits of at least two million dollars (\$2,000,000). Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- (3) Umbrella or excess liability insurance in the amount of five million dollars (\$5,000,000) each occurrence and five million dollars (\$5,000,000) policy limit.
- (4) Workers' Compensation insurance shall be maintained during the life of this Franchise to comply with State, law for all employees.
- (5) Employer's Liability with a limit of one million dollars (\$1,000,000) which shall include stop gap liability.

5.2.2 Each policy shall provide that the insurance shall not be canceled or terminated so as to be out of compliance with these requirements without forty-five (45) days' written notice first provided to the City via mail, and ten (10) days' notice for nonpayment of any premium. If the insurance is canceled or terminated so as to be out of compliance with the requirements of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required under the terms of this Section 5.2 for so long as Grantee utilizes the Rights-of-Way or upon renewal of this Franchise. This obligation is separate and apart from any construction-related insurance obligation as required under a construction permit. Any failure of Grantee to comply with the claim reporting provisions of the

policy(ies) or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City. However, if coverage is not afforded under these circumstances, Grantee will indemnify the City for losses the City otherwise would have been covered for as an additional insured. All insurance policies, except Workers Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its officers, officials, agents, and employees for any claims arising out of Grantee's work or service. Grantee solely shall be responsible for deductibles and/or self-insured retention, and the City, at its option, may require Grantee to secure the payment of such deductible or self-insured retention by a surety bond or an irrevocable letter of credit.

### 5.2.3 Endorsements

All policies shall contain, or shall be endorsed so that:

- (1) the City, and the City's officers, officials, boards, commissions, agents, representatives, and employees are to be covered as, and have the rights of, additional insured's with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or applicable law, or in the construction, operation, upgrade, maintenance, repair, replacement or ownership of the Cable System;
- (2) Grantee's insurance coverage shall be primary insurance with respect to the City, the City Council and the City's officers, officials, boards, commissions, agents, and employees. Any insurance or self-insurance maintained by the City, the City Council and the City's officers, officials, boards, commissions, agents, representatives, volunteers, or employees shall be in excess of Grantee's insurance and shall not contribute to it, provided the occurrence arises out of Grantee's negligence; and
- (3) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

### 5.2.4 Verification of Coverage

Grantee shall furnish the City with certificates of insurance and an endorsement reflecting additional insured status upon the acceptance of this Franchise pursuant to Section 18.16. The certificates for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices and are to be received and approved by the City at the time of acceptance of this Franchise by Grantee with existing insurance coverage to be maintained by Grantee until that date. Grantee hereby warrants that its insurance policies satisfy the requirements of this Franchise.

### 5.2.5 No Limitation of Liability

Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

### 5.2.6 Subcontractors

Grantee shall ensure that each subcontractor and sub-subcontractors of every tier obtain insurance reasonably appropriate to the scope of such party's work.

5.2.7 Grantee's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit or otherwise alter the liability of the Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

### 5.3 Security

5.3.1 Grantee shall provide a performance bond ("Performance Bond") in the amount of twenty-five thousand dollars (\$25,000) to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not limitation, its obligations to relocate and remove its facilities and to restore the City Rights-of-Way and other property. The Performance Bond shall be in a standard industry form and shall be reviewed and approved by the City Attorney. Grantee shall pay all premiums or costs associated with maintaining the Performance Bond and any other construction or maintenance bonds required by the City and shall keep the same in full force and effect at all times. Except as expressly provided herein, Grantee shall not be required to obtain or maintain other bonds as a condition of being awarded the Franchise or continuing its existence. The performance bond shall be with a surety with a rating no less than "A- VII" in the latest edition of "Bests Rating Guide," published by A.M. Best Company.

5.3.2 If there is an uncured breach by Grantee of a material provision of this Franchise or a pattern of repeated violations of any provision(s) of this Franchise, then the City may request and Grantee shall establish and provide within thirty (30) days from receiving notice from the City, to the City, as security for the faithful performance by Grantee of all of the provisions of this Franchise, an irrevocable letter of credit from a financial institution satisfactory to the City in the amount twenty thousand dollars (\$20,000).

5.3.3 If a letter of credit is furnished pursuant to Section 5.3.2, the letter of credit shall then be maintained at that same amount until the breach is cured and both parties agree the letter of credit is no longer necessary. At such time the Grantee will maintain the Performance Bond under Section 5.3.1.

5.3.4 After the giving of notice by the City to Grantee and expiration of any applicable cure period, the letter of credit may be drawn upon by the City for purposes including, but not limited to, the following:

- (1) Failure of Grantee to pay the City sums due under the terms of this Franchise;
- (2) Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee;
- (3) Liquidated damages assessed against Grantee as provided in this Franchise.

5.3.5 The City shall give Grantee written notice of any withdrawal from the Performance Bond or letter of credit. Within thirty (30) days following notice that a withdrawal has occurred from the Performance Bond or letter of credit, Grantee shall restore the Performance Bond or letter of credit to the full amount required under this Franchise. Grantee's maintenance of the letter of credit shall not be construed to excuse unfaithful performance by Grantee or limit the



liability of Grantee to the amount of the letter of credit or otherwise limit the City's recourse to any other remedy available at law or in equity.

- 5.3.6 Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the Performance Bond or letter of credit, as determined by either the City Council or judicial appeal, shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in The Wall Street Journal as of the date of such decision.

## **SECTION 6. - CUSTOMER SERVICE**

- 6.1 Customer Service Standards  
Grantee shall comply with Customer Service Standards as provided in FCC Standards 47 C.F.R. Sections 76.309, 76.1602, 76.1603 and 76.1619.
- 6.2 Subscriber Privacy  
Grantee shall comply with privacy rights of Subscribers in accordance with applicable law.

## **SECTION 7. - REPORTS AND RECORDS**

- 7.1 Open Records
- 7.1.1 Books and Records  
The City shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations, and affiliated entities, necessary for the enforcement of the terms of this Franchise. Grantee shall not deny the City access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, affiliated entity or a third party. The City may, in writing, request copies of any such records or books, and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One copy of all reports and records required under this or any other Section shall be furnished to the City at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) days, that the City inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to City upon written request as set forth above, and if the City determines that an examination of such records is necessary for the enforcement of this Franchise, then all reasonable travel and maintenance expenses incurred in making such examination shall be paid by Grantee. All such documents pertaining to financial matters that may be the subject of an inspection by the City shall be retained by Grantee for a minimum period of six (6) years.



7.1.2 File for Public Inspection

Throughout the term of this Franchise, Grantee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

7.2 Confidential / Proprietary Information

Notwithstanding anything to the contrary set forth in this Section, Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. That said, Grantee does agree to provide all information reasonably required to verify compliance with the material terms of the Franchise. The City agrees to keep confidential any proprietary or confidential books or records to the extent permitted by law. Grantee shall be responsible for clearly and conspicuously identifying the work confidential or proprietary and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. If the City receives a demand from any Person for disclosure of any information designated by Grantee as confidential, and within the City's possession, the City shall promptly advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information so that Grantee can take appropriate steps to protect its interests within ten (10) business days of receiving notification of the City's intended disclosure. Nothing in the Section 7.2 prohibits the City from complying with RCW 42.56, or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Grantee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order requested by Grantee which prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order, Grantee shall reimburse the City for any fines or penalties imposed for failure to disclose such records.

7.3 Records Required

Grantee shall at all times maintain and provide, upon request from the City:

- (1) access to a full and complete set of plans, records and "route" maps showing the location of all Cable System equipment installed or in use in the Rights-of-Way, that are generated in Grantee's normal course of business;
- (2) a copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates that relate to the operation of the Cable System in the Franchise Area;
- (3) a list of Grantee's Cable Services, rates and Channel line-ups;
- (4) a compilation of Subscriber complaints over the previous twelve (12) months, actions taken and resolution, and a log of service calls; and
- (5) financial records as referred to in Section 3

7.4 Copies of Federal and State Reports

Upon written request, Grantee shall submit to the City copies of any pleading, applications, notifications, communications, and documents of any kind, submitted by Grantee or its Affiliates to any federal, State, or local courts, regulatory agencies, and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Franchise Area. Grantee shall submit such documents to the

City no later than thirty (30) days after receipt of the City's request. Grantee shall not claim confidential, privileged, or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency. With respect to all other reports, documents and notifications provided to any federal, State, or local regulatory agency as a routine matter in the due course of operating Grantee's Cable System within the Franchise Area, Grantee shall make such documents available to the City upon the City's written request.

7.5 Annual Report

Grantee shall provide, upon request, an executive summary report to the City on an annual basis within ninety (90) days of the end of each year that shall include the following information:

- (1) Nature and type of Customer complaints;
- (2) Number, duration, general location and customer impact of unplanned service interruptions;
- (3) Any significant construction activities which affect the quality or otherwise enhance the service of the System;
- (4) Average response time for service calls;
- (5) Phone activity report; and
- (6) A summary of the previous year's activities regarding the development of the Cable System, including any technological changes occurring in the Cable System.

7.6 False Statements

Any intentional false or misleading statement or representation in any report required by this Franchise shall be a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, that are available to the City under this Franchise.

7.7 Complaint File

Grantee shall keep an accurate and comprehensive compilation of all Subscriber complaints received and Grantee's actions in response to those complaints. Those records shall be retained for a period of one year and made available to the City upon request, subject to applicable law regarding the privacy rights of Subscribers.

## **SECTION 8. - PROGRAMMING**

8.1 Broad Programming Categories

Grantee shall provide at least the following broad categories of programming to the extent such categories are reasonably available:

- (1) Educational programming
- (2) News, government, weather, and information
- (3) Sports

- (4) General entertainment including movies
- (5) Foreign language programming
- (6) Children's programming

8.2 Deletion of Broad Programming Categories

8.2.1 Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without prior written notice to the City.

8.2.2 In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee shall follow the guidelines of federal law.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted, over any Channel subject to its editorial control any programming which is obscene under applicable federal, State, or local laws.

8.4 Services for the Disabled

Grantee shall comply with the Americans With Disabilities Act and any amendments or successor legislation thereto.

8.5 Parental Control Device

Upon request by any Subscriber, Grantee shall make available at no charge a parental control or lockout device, traps, or filters to enable a Subscriber to control access to both the audio and video portions of any Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter.

**SECTION 9. - EDUCATIONAL AND GOVERNMENTAL ACCESS**

The City agrees that the Educational and Governmental Access programming provided on Grantee's Cable System as part of the King County regional lineup adequately meets the needs of the community. Grantee agrees to continue all regional Access Channels across the Franchise Area throughout the term of this Franchise, provided that the Channels remain programmed by the applicable Access provider(s).

**SECTION 10. - GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION**

10.1 Construction

10.1.1 Grantee shall perform all maintenance, construction, repair, upgrade, and reconstruction necessary for the operation of its Cable System in accordance with applicable laws, regulations, ordinances, City standards, and provisions of this Franchise. Prior to doing such work (with the exception of installations or general maintenance that involves no physical impact and with no disruption to the use of the Right-of-Way), Grantee shall apply for, and obtain, appropriate permits from the City, and give appropriate notices to the City, and Grantee shall

pay all applicable fees upon issuance of the requisite permits by the City to Grantee. As a condition of any permits so issued, the City officials may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, protection of the public and the continuity of pedestrian or vehicular traffic. To the extent practicable and economically feasible, Grantee's construction and location of its facilities shall be of minimal impact to the City streets and sidewalks located within the Rights-of-Way. All construction and maintenance of any and all of Grantee's facilities within the Rights-of-Way shall, regardless of who performs the construction, be and remain Grantee's responsibility.

- 10.1.2 Prior to beginning any construction, excavations, or significant repair, Grantee shall provide the City with a construction schedule for work in the Rights-of-Ways as required by the City's permitting regulations. Further, Grantee shall meet with the City and other franchise and master permit holders and users of the Rights-of-Way upon written notice as determined by the City, to discuss options regarding scheduling and coordinating construction in the Rights-of-Way.
- 10.1.3 Grantee may make excavations in Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, permittees, and franchisees so as to reduce so far as possible the number of Rights-of-Way cuts within the Franchise Area.
- 10.1.4 In the event that emergency repairs are necessary, Grantee will make best efforts to contact the City's Public Works Department prior to the repair; however, Grantee may initiate such emergency repairs, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

## 10.2 Location of Facilities

Prior to doing any digging or excavation in the Rights-of-Way, Grantee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes regarding the One Call Locator Service pursuant to RCW 19.122. Within three (3) business days, unless otherwise specified in federal, State, or local regulations, after the City or any franchisee or permittee of the City notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense, mark on the surface all of its located underground facilities within the area of the proposed excavation.

## 10.3 Restoration of Rights-of-Way

- 10.3.1 When any opening is made by Grantee in a hard surface pavement in any Rights-of-Way, Grantee shall promptly refill the opening and restore the surface as required by its permit to a condition as good or better than before the opening. The Grantee shall protect public and private property within the Rights-of-Way from damage.
- 10.3.2 If Grantee excavates the surface of any Rights-of-Way, Grantee shall be responsible for restoration in accordance with applicable regulations regarding the Rights-of-Way and its surface within the area affected by the excavation. The City may, after providing notice to Grantee, and Grantee's failure to respond within the agreed upon time, refill or repave any opening made by Grantee in the

Rights-of-Way, and the expense thereof shall be paid by Grantee. In the event Grantee does not repair a Right-of-Way or an improvement in or to a Right-of-Way in a prompt timeframe or as agreed to with the City Engineer or any other department director as the City may designate, the City may repair the damage and shall be reimbursed its actual cost within thirty (30) days of submitting an invoice to Grantee. The cost of all repairs and restoration, including the costs of inspection and supervision shall be paid by Grantee. All of Grantee's work under this Franchise, and this Section in particular, shall be done in compliance with all laws, regulations and ordinances of the City and State. All work by Grantee pursuant to this Section shall be performed in accordance with applicable City standards.

10.3.3 The Public Works Director or any other department director as the City may designate shall have final approval of the condition of such streets and public places after restoration.

10.4 Maintenance and Workmanship

10.4.1 Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, stormwater, water pipes or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in Rights-of-Way by, or under, the City's authority.

10.4.2 Grantee shall provide and use any equipment and appliances necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change, and improve its facilities to keep them in safe condition.

10.4.3 Grantee's transmission and distribution Cable System, wires and appurtenances shall be located, erected, and maintained so as not to endanger or interfere with the lives of Persons, or to unnecessarily hinder or obstruct the free use of Rights-of-Way, or other public property.

10.4.4 Grantee shall give reasonable notice, to private property owners of underground construction work in adjacent Rights-of-Way.

10.5 Acquisition of Facilities

Upon Grantee's acquisition of facilities in any Rights-of-Way to the City of any area in which Grantee owns or operates any facility, such facilities shall immediately be subject to the terms of this Franchise. Further, at the City's request, Grantee shall submit to the City a statement describing all facilities involved, whether authorized by franchise, permit, license, or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information.

10.6 Reservation of Rights-of-Way

Nothing in this Franchise shall prevent the City from constructing any public work or improvement. The City may require Grantee to relocate the Cable System within the right-of-way when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. Nothing contained within this Franchise shall limit Grantee's ability to seek reimbursement for relocation costs when permitted pursuant to RCW 35.99.060. In the case of a joint relocation project, Grantee shall be responsible for the cost of relocating its

facilities. All such removal or relocation shall be preceded by sixty (60) days written notice or such additional time as may be provided by the City. Upon notice, both parties shall agree upon an appropriate relocation timeline that takes into consideration permitting and other utility involvement and coordination. Grantee shall provide routine updates on meeting agreed upon relocation timeline(s). Should Grantee fail to remove, adjust, or relocate its facilities by the agreed upon timeline, the City may affect such removal, adjustment or relocation, and the expense thereof shall be paid by Grantee.

**10.6.1 Movement of Cable System For and By the City**

The City may remove or disconnect Grantee's facilities and equipment located in the Right-of-Way or on any other property of the City in the case of fire, disaster or other emergency. Except during an emergency, the City shall provide reasonable notice to Grantee prior to taking such action and shall provide Grantee with the opportunity to perform such action. Following notice by the City, Grantee shall remove, replace, relocate, modify, or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City, except that the City shall provide at least sixty (60) days' written notice of any major capital improvement project that would require the removal, relocation, replacement, modification or disconnection of Grantee's facilities or equipment. Upon notice, both parties shall agree upon an appropriate relocation timeline that takes into consideration permitting and other utility involvement and coordination. Grantee shall provide routine updates on meeting agreed upon relocation timeline(s). If Grantee fails to complete this work within the agreed upon time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to Grantee. Grantee shall remit payment to the City within thirty (30) days of receipt of an itemized list of those costs.

**10.6.2 Movement for Other Permittees**

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower, or remove its wires as necessary to permit the moving of a building, vehicle, equipment, or other item. The cost of such temporary change must be paid by the permit holder, and Grantee may require the estimated payment in advance.

**10.7 Rights-of-Way Vacation**

If any Rights-of-Way or portion thereof used by Grantee is vacated by the City during the term of this Franchise, unless the City specifically reserves to Grantee the right to continue the use of vacated Rights-of-Way, Grantee shall, without delay or expense to the City, remove its facilities from such Rights-of-Way, and restore, repair, or reconstruct the Rights-of-Way where such removal has occurred. In the event of failure, neglect or refusal of Grantee, after thirty (30) days' notice by the City, to restore, repair or reconstruct such Rights-of-Way, the City may do such work or cause it to be done, and the reasonable cost thereof, as found and declared by the City, shall be paid by Grantee within thirty (30) days of receipt of an invoice and documentation.

**10.8 Removal of Discontinued Facilities**

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit to the City a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the City allow it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the City may require Grantee to remove the facility

from the Rights-of-Way or modify the facility to protect the public health, welfare, safety and convenience, or otherwise serve the public interest. The City may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City. Until such time as Grantee removes or modifies the facility as directed by the City, or until the City accepts abandonment or the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for the facility, as well as its maintenance in the Rights-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the City may choose to use such facilities for any purpose whatsoever including, but not limited to, Access Channel purposes.

#### 10.9 Hazardous Substances

10.9.1 Grantee shall comply with all applicable State, and federal laws, statutes, regulations, and orders concerning hazardous substances within the Rights-of-Way.

10.9.2 Upon reasonable notice to Grantee, the City may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

#### 10.10 Undergrounding of Cable

##### 10.10.1 Wiring

- (1) Where electric and telephone utility wiring is installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines, wiring and equipment shall also be placed underground with other wireline service at no expense to the City. Related Cable System equipment, such as pedestals, must be placed in accordance with applicable City Code requirements and rules and in a manner that allows Grantee to maintain its signal integrity in accordance with FCC requirements. In areas where electric or telephone utility wiring are aerial, Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.
- (2) Grantee shall utilize existing poles and conduit wherever possible.
- (3) This Franchise does not grant, give, or convey to Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or any other Person.
- (4) Grantee and the City recognize that situations may occur in the future where the City may desire to place its own cable or conduit for Fiber Optic cable in trenches or bores opened by Grantee. Therefore, if Grantee constructs, relocates, or places ducts or conduits in the Rights-of-Way it shall submit these plans to the City in accordance with the City's permitting process so as to provide the City with an opportunity to



request that Grantee place additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070. Other than submission of plans in accordance with the City's permitting requirements, nothing set forth herein shall obligate Grantee to slow the progress of any future construction of the Cable System to accommodate the City. In addition, Grantee agrees to cooperate with the City in any other construction by Grantee that involves trenching or boring. The City shall be responsible for maintaining its respective cable, conduit and Fiber Optic cable buried in Grantee's trenches and bores under this paragraph.

- (5) The City shall not be required to obtain easements for Grantee.
- (6) Grantee may participate with other providers in joint trench projects to relocate its overhead facilities underground and remove its overhead facilities in areas where all utilities are being converted to underground facilities. If funds from a Utility Local Improvement District are provided to aerial providers to offset the cost of undergrounding, excluding any entity operating under a tariff, Grantee's costs shall be proportionality paid for out of such funds.

#### 10.10.2 Repair and Restoration of Property

If public property is disturbed or damaged by Grantee arising out of or in connection with the provision of Cable Service, Grantee shall restore the property to its former condition. Rights-of-Way or other City property shall be restored in a manner and within a timeframe approved by the City's Public Works Director, or his/her designee. If restoration of Rights-of-Way or other property of the City is not satisfactorily performed within a reasonable time, the Public Works Director, or his/her designee, may, after prior notice to Grantee, or without notice where the disturbance or damage may create a risk to public health, safety or welfare, or cause delay or added expense to a public project or activity, cause the repairs to be made at Grantee's expense and recover the cost of those repairs from Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, Grantee shall issue payment to the City.

#### 10.11 Codes

Grantee shall strictly adhere to City codes that do not directly conflict with the specific provisions of this Franchise. Grantee shall arrange its lines, cables, and other appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference with the use of said public or private property by any Person. In the event of such interference or if such construction does not comply with City codes or the permit, the City may require the removal or relocation of Grantee's lines, cables, and other appurtenances from the property in question at Grantee's sole expense.

#### 10.12 Construction and Use of Poles

Grantee shall use existing poles when the installation of facilities above-ground is permitted. In the event Grantee cannot obtain the necessary poles and related facilities and only in such event, then it may request permission from the City to install new poles and associated improvements. Only upon issuance of permits from the City shall it be lawful for Grantee to make excavations in the streets for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, conduits, supports for wires and



conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles of Grantee shall be erected between the curb and the sidewalk unless otherwise designated by the proper authorities of the City, and each pole shall be set whenever practicable at an extension lot line. The City shall have the right to require Grantee to change the location of any pole, conduit, structure, or other facility within Rights-of-Way when, in the opinion of the City, the public convenience requires such change, and the expense thereof shall be paid by Grantee.

10.13 Tree Trimming

Upon obtaining a written permit from the City, if such a permit is required, Grantee may prune or cause to be pruned, using proper pruning practices in accordance with such permit, any tree in the Rights-of-Way that interferes with the Cable System. Grantee shall be responsible for any damage caused by such trimming and shall make every attempt to trim such trees and shrubbery in a fashion that maintains their aesthetic appeal and the health of the tree. Grantee may not remove any trees without the express consent from the City.

10.14 Standards

10.14.1 All work authorized and required hereunder shall be done in a safe, thorough, and workman-like manner. Grantee must comply with all federal, State, and local safety requirements, rules, regulations, standards, laws, and practices, and employ all necessary devices as required by applicable law during construction, operation, and repair of its Cable System. By way of illustration and not limitation, Grantee must comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

10.14.2 All installations of equipment shall be permanent in nature and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic.

10.14.3 Grantee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of bundles of unused cables.

10.14.4 Grantee shall ensure that all cable drops are properly bonded to the electrical power ground at the home, consistent with applicable code requirements. All non-conforming or non-performing cable drops shall be replaced by Grantee as necessary.

10.14.5 In the maintenance and operation of its System in Rights-of-Way, alleys and other public places, and in the course of any new construction or addition to its facilities, the Grantee shall proceed so as to cause the least possible inconvenience to the general public; any opening or obstruction in the Rights-of-Way or other public places made by the Grantee in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.15 Stop Work

On notice from the City that any work is being conducted contrary to the provisions of

this Franchise, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by the City. The stop work order shall:

- (1) be in writing;
- (2) be given to the Person doing the work, or posted on the work site;
- (3) be sent to Grantee by mail at the address given herein;
- (4) indicate the nature of the alleged violation or unsafe condition; and
- (5) establish conditions under which work may be resumed.

Grantee shall comply immediately with any stop work order issued by the City.

10.16 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be bonded in accordance with local ordinances, regulations, and requirements. Work by contractors and subcontractors shall be subject to the same restrictions, limitations, and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf and shall ensure that all such work is performed in compliance with this Franchise and other applicable law and shall be jointly and severally liable for all damages caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors, or other persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other applicable laws governing the work performed by them. When pulling permits, a subcontractor must clearly state their connection to Grantee.

10.17 Pole Transfers

If Grantee leases a pole from a third party and such third party later abandons the pole, for example by building a replacement pole, Grantee shall remove or relocate its facilities within the Rights-of-Way within sixty (60) days of such notification from the third party pole owner, provided that such other structure or place has been made available to the Grantee with sufficient time to allow for the relocation, and provided further that if Grantee needs additional time, that Grantee notify the City of the anticipated schedule.

10.18 Strand Mounted WiFi Facilities

10.18.1 Subject to the provisions of this Franchise and applicable safety and electrical codes, Grantee is allowed to place strand mounted wireless facilities on its own cables strung between existing utility poles.

10.18.2 Grantee shall comply with the following requirements:

- (1) each strand mounted WiFi facility must be less than two and half (2.5) cubic feet in volume;
- (2) only one strand mounted WiFi facility is permitted per cable strung between two poles;
- (3) the WiFi strand mounted facilities shall be placed as close to the pole as technically feasible and may not be placed more than six (6) feet from the pole or in that portion of the Right-of-Way used for vehicular travel;

- (4) Grantee may not place an ancillary pole or ground mounted equipment to accommodate such strand mounted WiFi facilities, unless in the case of ground mounted equipment placed in pre-existing equipment cabinets;
  - (5) the strand mounted WiFi facilities must comply with any applicable FCC requirements related to RF emissions and interference. Upon request, Grantee shall validate that such device meets FCC standards by producing documentation certified by an RF engineer; and
  - (6) such strand mounted WiFi facilities must be removed if they cause a threat to public health or safety.
- 10.18.3 The deployment of these strand mounted WiFi facilities shall not be considered small cell facilities. To the extent Grantee performs work in the Rights-of-Way associated with the installation, maintenance, construction, repair or upgrade of these strand mounted WiFi facilities, Grantee is required to obtain the appropriate permits consistent with Section 10. Further, such strand mounted facilities must be operated as part of the Cable System.

## **SECTION 11. - CABLE SYSTEM DESIGN**

- 11.1 Cable System Specifications  
Prior to the effective date of this Franchise, Grantee undertook a voluntary upgrade of its Cable System to a fiber-to-the-node Cable System architecture, with fiber-optic cable deployed from the Headend to the nodes and tying into a coaxial Cable System already serving Subscribers. Active and passive devices currently are passing a minimum of 750 MHz, and the Cable System is capable of delivering high quality signals that meet or exceed FCC technical quality standards regardless of a particular manner in which the signal is transmitted. Grantee agrees to maintain the Cable System in a manner consistent with, or in excess of these specifications throughout the term of the Franchise.
- 11.2 Closed Captioning  
Equipment must be installed so that all closed-captioned programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards.
- 11.3 No Income Discrimination  
Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.
- 11.4 Enforceability of Design and Performance Requirements  
Grantee acknowledges that the minimum Cable System design and performance requirements set forth in this Franchise are enforceable, to the extent allowed by law.
- 11.5 System Review  
The City may hold a hearing to review whether or not the Cable System and the Cable Services offered by Grantee are meeting demonstrated community needs and interests, taking into account the cost of meeting those needs and interests. The parties recognize

that, as of the Effective Date, the City is not permitted to require the provision of specific Video Programming pursuant to this subsection.

11.6 Equal and Uniform Service

The Grantee shall provide access to equal and uniform Cable Service offerings throughout the Franchise Area along public rights-of-way, provided that nothing shall prohibit the Grantee from activating additional Cable Services to Subscribers on a node-by-node basis during an upgrade of its Cable System.

## **SECTION 12. - TECHNICAL STANDARDS**

12.1 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable technical standards authorized or required by law, including, FCC technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by applicable law to enforce compliance with these technical standards.

12.2 Cable System Performance Testing

Grantee shall, at its expense, perform all tests on its Cable System required by the FCC (including FCC required test points located within the City) and shall maintain written records of its test results. Upon request, all FCC required technical performance tests may be witnessed by representatives of the City. Copies of such test results will be provided to the City upon request. All required technical performance or other Cable System tests shall be at the expense of Grantee and may be witnessed by representatives of the City. Upon request, Grantee will notify the City before any required technical proof-of-performance or other testing occurs. Grantee shall promptly take such measures as are necessary and diligently continue the same until completion in order to correct any performance deficiencies fully and to prevent their recurrence. Grantee's failure to correct deficiencies identified through this testing process shall be a violation of this Franchise. Sites shall be re-tested within five (5) days following correction until correction has been confirmed and satisfactory results are obtained.

## **SECTION 13. - SERVICE EXTENSION**

13.1 Service Availability

13.1.1 In general, except as otherwise provided herein, Grantee shall provide a standard aerial installation of Cable Service within seven (7) days of a request by any Person within the Franchise Area. For standard underground installations scheduling shall be done within seven (7) days of a request for service. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Grantee shall provide such service:

- (1) with no line extension charge except as specifically authorized elsewhere in this Franchise;
  - (2) at a non-discriminatory installation charge for a Standard Installation, consisting of a one hundred twenty-five (125) foot aerial drop or sixty (60) foot underground drop connecting to the exterior demarcation point for Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations; and
  - (3) at non-discriminatory monthly rates for all Subscribers, excepting commercial Subscribers, MDU Bulk Subscribers and other lawful exceptions to uniform pricing.
- 13.1.2 No Customer shall be refused service arbitrarily. However, for non-Standard Installations of service to Subscribers, or a density of less than thirty (30) residences per 5280 aerial cable-bearing strand feet of trunk or distribution cable, or sixty (60) residences per 5280 underground trench feet of trunk or distribution cable, Cable Service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. Grantee may require that the payment of the capital contribution in aid of construction be borne by such potential Subscribers be paid in advance. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Customers in the area in which service shall be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per cable-bearing mile of its trunk or distribution cable and whose denominator equals thirty (30) for an aerial extension or sixty (60) for an underground extension. Customers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Customers be paid in advance.
- 13.1.3 Grantee shall provide Cable Service to Multiple Dwelling Units in accordance with an agreement with the property owner or owners, this Franchise, and all applicable laws.

## **SECTION 14. - STANDBY POWER AND EAS**

### 14.1 Standby Power

Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power supplies that will supply back-up power of at least two (2) hours duration throughout the distribution networks, and four (4) hours duration at all nodes and hubs. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than two (2) hours. This outage plan and evidence of requisite implementation resources shall be presented to the City no later than thirty (30) days following receipt of a request therefore.

## 14.2 Emergency Alert Capability

- 14.2.1 In accordance with, and at the time required by, the provisions of FCC Regulations or other federal or State requirements, as such provisions may from time to time be amended, Emergency Alert System (“EAS”) implementation will be accomplished in compliance with the Washington State EAS Plan and to be in compliance with or further Homeland Security requirements or applications.
- 14.2.2 Grantee shall ensure that the EAS is functioning properly at all times in accordance with FCC regulations.

## **SECTION 15. - FRANCHISE BREACHES; TERMINATION OF FRANCHISE**

### 15.1 Procedure for Remediating Franchise Violations

- 15.1.1 If the City believes that Grantee has failed to perform any material obligation under this Franchise or has failed to perform in a timely manner, the City shall notify Grantee in writing, stating with documented specificity, the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:
- (1) respond to the City in writing, contesting the City’s assertion that a default has occurred, and requesting a hearing in accordance with subsection 15.1.2, below;
  - (2) cure the default; or
  - (3) notify the City in writing that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. Upon five (5) business days’ prior written notice, either the City or Grantee may call an informal meeting to discuss the alleged default. In such case, if matters are not resolved at such meeting, the City may set a hearing, in front of the hearing examiner, in accordance with subsection 15.1.2 below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee’s proposed completion schedule and steps are reasonable.
- 15.1.2 If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection 15.1.1(3), or denies the default and requests a hearing in accordance with subsection 15.1.1(1), or the City orders a hearing in accordance with subsection 15.1.1(3), the City shall set a public hearing, in front of the hearing examiner, to investigate said issues or the existence of the alleged default. The City shall notify Grantee of the hearing in writing and such hearing shall take place no less than seven (7) days after Grantee’s receipt of notice of the hearing. At the hearing, Grantee shall be provided an opportunity to be heard, to present and question witnesses, and to present evidence in its defense. At any such hearing, the City or the hearing examiner shall not unreasonably limit Grantee’s opportunity to make a record

that may be reviewed should any final decision of the City be appealed to a court of competent jurisdiction. The determination as to whether a default or a material breach of this Franchise has occurred shall be within the City's sole discretion, but any such determination shall be subject to appeal to a court of competent jurisdiction.

- 15.1.3 If, after the public hearing in front of the hearing examiner, the hearing examiner determines that a default still exists, the hearing examiner shall order Grantee to correct or remedy the default or breach within fourteen (14) days of the hearing examiner's notification or within such other reasonable timeframe as the hearing examiner shall determine. In the event Grantee does not cure within such time as per the direction of the hearing examiner, the hearing examiner may:
- (1) Assess and collect monetary damages in accordance with this Franchise; and
  - (2) Recommend to the City Council termination of this Franchise; or
  - (3) Recommend to the City Council to pursue any other legal or equitable remedy available under this Franchise or applicable law.
- 15.1.4 The determination as to whether a violation of this Franchise has occurred pursuant to this Section herein shall be within the sole discretion of the hearing examiner. Any such determination by the hearing examiner shall be accompanied by a record, to which Grantee's contribution shall not be limited by the City or the hearing examiner (i.e., the hearing examiner shall hear any interested Persons and shall allow Grantee an opportunity to be heard, to cross examine witnesses, to present evidence and to make additions to the hearing record). Any such final determination made by either the hearing examiner pursuant to 15.1.3(1) or the City Council pursuant to 15.1.3(2) or 15.1.3(3) shall be subject to appeal to a court of competent jurisdiction. Such appeal to the appropriate Court shall be taken within thirty (30) days of the issuance of the final determination. The City shall receive notice from Grantee of any appeal concurrent with any filing to a court of competent jurisdiction.
- 15.1.5 The intent of the Parties is to require compliance with this Section before either Party may commence legal action in a court of proper jurisdiction.

## 15.2 Alternative Remedies

- 15.2.1 No provision of this Franchise shall be deemed to bar the right of either party to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement, or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of either party to recover monetary damages, as allowed under applicable law, or to seek and obtain judicial enforcement of obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.
- 15.2.2 The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation, or protection (including complete damage immunity) otherwise available to the City, its officers, officials, Boards, commissions, agents, or employees under federal, State, or local law including by example Section 635A of the Cable Act. Grantee shall not have any monetary recourse



against the City, or its officers, officials, Board, commissions, authorized agents or employees for any loss, costs, expenses, or damages arising out of any provision, requirement of this Franchise or the enforcement thereof.

### 15.3 Assessment of Liquidated Damages and Letter of Credit

Subject to Section 5.3:

- 15.3.1 The Performance Bond or letter of credit shall provide that funds will be paid to the City; and in an amount for liquidated damages charged pursuant to this Section, in payment for any monies owed by Grantee to the City as a result of any material acts or material omissions by Grantee pursuant to this Franchise or a pattern of repeated violations of any provisions of this Franchise.
- 15.3.2 In addition to the recovery of any monies owed by Grantee to the City or damages to the City as a result of any material acts or material omissions by Grantee pursuant to the Franchise; the City in its sole discretion may, after notice and opportunity to cure as provided in Section 15.1, charge to and collect from the Performance Bond or letter of credit the following liquidated damages:
- (1) For failure to provide data, documents, reports or information or to cooperate with the City during an application process or Cable System review or as otherwise provided herein, the liquidated damages shall be \$50.00 per day for each day, or part thereof, such failure occurs or continues.
  - (2) For a material breach of the customer service standards, the liquidated damages shall be \$150.00 per day for each day, or part thereof, such failure occurs or continues.
  - (3) For failure to comply with any of the material provisions of this Franchise or customer service standards, or other City ordinance for which liquidated damages is not otherwise specifically provided pursuant to this paragraph (C), the liquidated damages shall be up to \$200.00 per day for each day, or part thereof, such failure occurs or continues.
- 15.3.3 Each violation of any material provision of this Franchise shall be considered a separate violation for which separate liquidated damages can be imposed. Any liquidated damages for any given violation shall be imposed upon Grantee for a maximum of ninety (90) days in any given year.
- 15.3.4 Unless provided herein, if any subsequent letter of credit delivered pursuant thereto expires prior to twelve (12) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than twelve (12) months after the expiration of this Franchise. The renewed or replaced Letter of Credit shall be of the same form and with a bank authorized herein and for the full amount stated in Section 15.3.1.
- 15.3.5 The City and Grantee recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the City as a result of Grantee's breach of this Franchise. Accordingly, instead of requiring such proof, the City and Grantee agree that Grantee shall pay to the City the sums set forth above for each day that Grantee shall be in breach of the specific provisions of this Franchise. Such amounts are agreed by both parties to be a



reasonable estimate of the actual damages the City would suffer in the event of Grantee's breach of such provisions of this Franchise.

#### 15.3.6 Collection of Liquidated Damages

- (1) The Performance Bond and letter of credit referred to in Section 5.3 may be drawn upon by the City for breach of a material provision after notice and opportunity to cure.
- (2) The City shall give Grantee written notice of any intent to withdraw under this subsection. Within seven (7) days following receipt of such notice, Grantee shall restore the Performance Bond and letter of credit to the amount required under this Franchise. Grantee's maintenance of the Performance Bond or letter of credit shall not be construed to excuse unfaithful performance by Grantee or to limit the liability of Grantee to the amount of the Performance Bond or letter of credit or otherwise to limit the City's recourse to any other remedy available at law or in equity.
- (3) The assessment of liquidated damages does not constitute a waiver by the City of any other right or remedy it may have under the Franchise or applicable law, including its right to recover from Grantee any additional damages, losses, costs, and expenses that are incurred by the City by reason of the breach of this Franchise or to seek specific performance.
- (4) Grantee's maintenance of the security required herein or by applicable code shall not be construed to excuse unfaithful performance by Grantee of this Franchise; to limit liability of Grantee to the amount of the security; or to otherwise limit the City's recourse to any other remedy available at law or equity.

#### 15.4 Revocation

15.4.1 This Franchise may be revoked and all rights and privileges rescinded if a material breach of the Franchise is not cured pursuant to Section 15.1, or in the event that:

- (1) Grantee attempts to evade or fails to perform any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers;
- (2) Grantee makes a material misrepresentation of fact in the negotiation of this Franchise;
- (3) Grantee abandons the Cable System, or terminates the Cable System's operations;
- (4) Grantee fails to restore service to the Cable System after three (3) consecutive days of an outage or interruption in service; except in the case of an emergency or during a force majeure occurrence, or when approval of such outage or interruption is obtained from the City, it being the intent that there shall be continuous operation of the Cable System; or
- (5) Grantee becomes insolvent, unable, or unwilling to pay its debts, or is adjudged bankrupt, there is an assignment for the benefit of Grantee's creditors, or all or part of Grantee's Cable System is sold under an

instrument to secure a debt and is not redeemed by Grantee within thirty (30) days from said sale.

15.4.2 Additionally, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee (at the option of the City and subject to applicable law) whether in a receivership, reorganization, bankruptcy, or other action or proceeding, unless directed otherwise by a court of competent jurisdiction.

15.4.3 If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the City may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

- (1) the City has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and
- (2) the purchaser has covenanted and agreed with the City to assume and be bound by all of the terms and provisions of this Franchise.

15.4.4 Grantee shall have no obligation to remove the Cable System where it utilizes the System to provide non-Cable Services and has any other authority under Applicable Law to maintain facilities in the Rights-of-Way, or where Grantee is able to find a purchaser of the Cable System who then or will subsequently hold such authorization.

#### 15.5 Abandonment; Purchase of the Cable System

15.5.1 If Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with any duty to provide continuous service to Subscribers or Persons as required herein, the City, at its option, may operate the System or; designate another entity to operate the System temporarily until Grantee restores service under conditions acceptable to the City, or until the Franchise is revoked and a new franchisee is selected by the City. Grantee shall reimburse the City for all reasonable costs, expenses and damages incurred, including reasonable attorney fees, court expenses and attributed expenses for work conducted by City's staff or authorized agents.

15.5.2 If at any time this Franchise lawfully terminates, the City shall have the option to purchase the Cable System.

### **SECTION 16. - FRANCHISE TRANSFER**

#### 16.1 Transfer of Ownership or Control

16.1.1 The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger, consolidation or change of control; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the City, which consent shall be by the City Council, acting by ordinance or resolution.

- 16.1.2 Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of Grantee. The word “control” as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer, or acquisition of control of Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto.
- 16.1.3 The parties to the sale, change in control or transfer shall make a written request to the City for its approval of a sale or transfer or change in control and shall furnish all information required by applicable law.
- 16.1.4 In seeking the City’s consent to any change in ownership or control, the proposed transferee or controlling entity shall indicate whether it:
- (1) has ever been convicted or held liable for acts involving deceit including any violation of federal, State, or local law or regulations, or is currently under an indictment, investigation, or complaint charging such acts;
  - (2) has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;
  - (3) has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system;
  - (4) is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee or controlling entity, along with any other data that is lawfully required; and
  - (5) has the financial, legal, and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.
- 16.1.5 The City shall act by ordinance or resolution on the request within one hundred twenty (120) days of receipt of the FCC Form 394 application, provided it has received a complete application. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.
- 16.1.6 Within thirty (30) days of any transfer or sale or change in control, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee or controlling entity, and the transferee or controlling entity shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law. In the event of a change in control, in which Grantee is not replaced by another entity, Grantee will continue to be bound by all of the provisions of the Franchise, subject to applicable law, and will not be required to file an additional written acceptance. The approval of any change in control shall not be deemed to waive any rights of the City to subsequently enforce noncompliance issues relating to this Franchise. For purposes herein, to the extent that a change of control involves an entity that was not an Affiliate prior to the contemplated transaction, the City’s consent shall be required for such change in control.

- 16.1.7 In reviewing a request for sale or transfer or change in control, the City may inquire into the legal, technical, and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said sale or transfer or change in control upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the legal, technical, and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by Grantee.
- 16.1.8 Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for any sale, assignment, change in control or transfer of the Franchise or Cable System to an Affiliate of Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the City and must agree in writing to comply with all of the provisions of the Franchise including resolution of any non-compliance issues. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

## **SECTION 17. - PROHIBITED PRACTICES AND NOTICES**

- 17.1 Preferential or Discriminatory Practices Prohibited  
Grantee shall not discriminate in hiring, employment, or promotion on the basis of any category or status protected under Washington State or federal law. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment and non-discrimination provisions and requirements of federal, State, and local laws, and rules and regulations relating thereto.
- 17.2 Notices  
Throughout the term of this Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent to such respective address, and such notices shall be effective upon the date of mailing. At the effective date of this Franchise:

Grantee's address shall be:

Government Affairs  
Comcast Cable Communications Management, LLC  
900 132<sup>nd</sup> Street SW  
Everett, WA 98204

the City's address shall be:

City Clerk

City of Carnation  
4621 Tolt Ave Avenue,  
PO Box 1238  
Carnation, WA 98014

## **SECTION 18. - MISCELLANEOUS PROVISIONS**

- 18.1 Cumulative Rights  
Subject to applicable law, all rights and remedies given to the City by this Franchise or retained by the City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.
- 18.2 Costs to be Borne by Grantee  
Grantee shall pay for all costs of publication of this Franchise, and any and all notices prior to any public meeting or hearing provided for pursuant to this Franchise.
- 18.3 Binding Effect  
This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.
- 18.4 Authority to Amend  
This Franchise may be amended at any time by written agreement between the parties.
- 18.5 Venue  
The venue for any dispute related to this Franchise shall be United States District Court for the Western District of Washington or in King County Superior Court.
- 18.6 Governing Laws  
This Franchise shall be governed, construed, and enforced in accordance with the laws of the State of Washington (as amended), the Cable Act as amended, any applicable rules, regulations, and orders of the FCC, as amended, and any other applicable local, State, and federal laws, rules, and regulations, as amended.
- 18.7 Captions  
The captions and headings of this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provisions of this Franchise.
- 18.8 No Joint Venture  
Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.

- 18.9 Waiver  
The failure of either party at any time to require performance by the other of any provision hereof shall in no way affect the right of the other party hereafter to enforce the same. Nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.
- 18.10 Severability  
If any Section, subsection, paragraph, term, or provision of this Franchise is determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term, or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.
- 18.11 Compliance with Federal, State, and Local Laws  
Grantee shall comply with applicable federal, State, and local laws, rules, and regulations, now existing or hereafter adopted.
- 18.12 Force Majeure  
Grantee shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or imposition of damages relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of Grantee to anticipate and control, including war or riots, civil disturbances, floods or other natural catastrophes, labor stoppages, slowdowns, availability of materials, labor or equipment, power outages exceeding back-up power supplies or work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Cable System is attached.
- 18.13 Entire Agreement  
This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral and written negotiations between the parties.
- 18.14 Attorneys' Fees  
If any action or suit arises in connection with this Franchise, attorneys' fees, costs, and expenses in connection therewith shall be paid in accordance with the determination by the court.
- 18.15 Action of the City or Grantee  
In any action by the City or Grantee mandated or permitted under the terms hereof, it shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.
- 18.16 Acceptance  
Within sixty (60) days of receipt of an executed Franchise from the City, this Franchise shall be accepted by Grantee by filing with the City Clerk an unconditional, written acceptance of all of the terms, provisions and conditions of this Franchise, in a form substantially similar to Exhibit A attached hereto. In addition to the written acceptance, Grantee shall furnish the additional insured endorsements and certificates of insurance

required pursuant to Section 5.2 and the Performance Bond pursuant to Section 5.3. The failure of Grantee to file such an acceptance shall be deemed a rejection by Grantee and this Franchise may then be voidable at the discretion of the City.

18.17 Construction of Franchise

The provisions of this Franchise shall be liberally construed to promote the public interest.

**SECTION 19. - EFFECTIVE DATE**

This Franchise, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect fifteen (15) days after the passage and publication of an approved summary thereof consisting of the title.

APPROVED by the Carnation City Council this \_\_\_ day of \_\_\_\_\_, 2024.

THE CITY OF CARNATION

\_\_\_\_\_  
MAYOR,

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK,

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY,

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

EXHIBIT A

In the matter of the application of Comcast :  
Cable Communications Management, LLC :  
for a franchise to construct, operate : Franchise Ordinance No. \_\_\_\_\_  
and maintain facilities in, upon, over, :  
under, along, across, and rough the :  
franchise area of the City of Carnation, :  
Washington : ACCEPTANCE

WHEREAS, the City Council of the City of Carnation, Washington, has granted a franchise to Comcast Cable Communications Management, LLC, its successors, and assigns, by enacting Ordinance No. \_\_\_\_\_, bearing the date of \_\_\_\_\_, 2024; and

WHEREAS, a copy of said Ordinance granting said franchise was received by Comcast Cable Communications Management, LLC on \_\_\_\_\_, 2024, from said City of Carnation, King County, Washington.

NOW, THEREFORE, Comcast Cable Communications Management, LLC for itself, its successors and assigns, hereby accepts said Ordinance and the franchise contained therein and all the terms and conditions thereof, and files this, its written acceptance, with the City of Carnation, King County, Washington.

IN TESTIMONY WHEREOF said Comcast Cable Communications Management, LLC has caused this written Acceptance to be executed in its name by its undersigned \_\_\_\_\_ thereunto duly authorized on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

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

Its: \_\_\_\_\_





# CARNATION CITY COUNCIL

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

<b>TITLE:</b> A resolution authorizing the City Manager to enter into a contract with Linder Electric for an amount not to exceed \$33,000.00 including tax.	<b>Agenda Bill No.:</b>	<b>AB24-55</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>Date Submitted:</b>	06/18/24
	<b>For Agenda of:</b>	06/18/24
	<b>Expenditure Required:</b>	\$33,000.00
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Resolution No. 24-523</li> </ul>	<b>Amount Budgeted:</b>	\$33,000.00
	<b>Appropriation Required:</b>	\$0.00

**SUMMARY STATEMENT AND DISCUSSION:**  
 Linder Electric has done the installation of all wiring at the vacuum station. They have the historical knowledge and expertise necessary to perform additional electric work at the vacuum station. Linder Electric’s proposal is for wiring the new electric isolation valves to enable a more efficient operation of the isolation valves and the potential for remote access.

**RECOMMENDED ACTION:** I move to accept Resolution No. 24-523 authorizing the City Manager to enter into a contract with Linder Electric for the amount not to exceed \$33,000.00 including tax.

**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  
Carnation, Washington  
**RESOLUTION NO. 24-523**

A RESOLUTION OF THE CITY OF CARNATION, WASHINGTON, AUTHORIZING THE CITY MANAGER TO ACCEPT THE LINDER ELECTRIC PROPOSAL NOT TO EXCEED \$33,000 FOR THE WIRING OF ELECTRIC ISOLATION VALVES.

**WHEREAS**, replacing failing isolation valves in the vacuum station is imperative to adhere to public health regulations; and

**WHEREAS**, wiring is a necessity for the functioning of the electric isolation valves; and

**WHEREAS**, electric isolation valves will create greater efficiency in the operation of the vacuum station

**WHEREAS**, Linder Electric has installed all of the wiring in the vacuum station and has expertise with the vacuum station electric systems

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

Section 1. Authorization. The City Manager is authorized to contract with Linder Electric for the wiring of the new isolation valves in an amount not to exceed \$33,000.

Section 2. Effective Date. This resolution shall become effective upon passage.

PASSED and APPROVED by the City Council this 18<sup>th</sup> day of June, 2024

CITY OF CARNATION

By \_\_\_\_\_

Jim Ribail, Mayor

Attest:

By \_\_\_\_\_

Lora Wilmes, City Clerk



# CARNATION CITY COUNCIL

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

<b>TITLE:</b> A resolution of the City of Carnation, Washington, increasing the authority provided in Resolution 509 and authorizing the City to replace the isolation valves at the vacuum station, in an amount not to exceed \$100,000.00.	<b>Agenda Bill No.:</b>	AB24-56
	<b>Type of Action:</b>	RESOLUTION
	<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>• Resolution No. 24-524</li> </ul>	<b>Date Submitted:</b>	06/18/24
	<b>For Agenda of:</b>	06/18/24
	<b>Expenditure Required:</b>	\$100,000.00
	<b>Amount Budgeted:</b>	\$100,000.00
	<b>Appropriation Required:</b>	\$0.00

**SUMMARY STATEMENT AND DISCUSSION:**

On November 21, 2023, Council passed Resolution 509, authorizing the City Manager to enter into an Agreement with Pumptech for the replacement of isolation valves at the vacuum station in a not to exceed the amount of \$86,000. Resolution 509 needs to be amended for a not to exceed amount of \$100,000 for a complete replacement of the isolation valves, replacing failing isolation valves in the vac station is imperative to adhere to public health regulations and these isolation valves are critical for the function of the sewer mains.

**RECOMMENDED ACTION:** I move to accept Resolution No. 24-524 increasing the authority provided in Resolution 509 and authorizing the City to replace the isolation valves at the vacuum station, in an amount not to exceed \$100,000.00.

**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

Carnation, Washington

**RESOLUTION NO. 24-524**

A RESOLUTION OF THE CITY OF CARNATION, WASHINGTON, INCREASING THE AUTHORITY PROVIDED IN RESOLUTION 509 AND AUTHORIZING THE CITY TO REPLACE THE ISOLATION VALVES AT THE VAC STATION, IN A NOT TO EXCEED AMOUNT OF \$100,000.

**WHEREAS**, on November 21, 2023, Council passed Resolution 509, authorizing the City Manager to enter into an Agreement with PumpTech for replacement of isolation valves at the vacuum station in a not to exceed amount of \$86,000; and

**WHEREAS**, Resolution 509 needs to be amended for a not to exceed amount of \$100,000 for a complete replacement of the isolation valves

**WHEREAS**, replacing failing isolation valves in the vac station is imperative to adhere to public health regulations; and

**WHEREAS**, these isolation valves are critical for the function of the sewer mains; and

**WHEREAS**, the valves are not functioning properly and need replacement

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

Section 1. Authorization. The City Manager is authorized for the purchase and installation of new isolation valves in an amount not to exceed \$100,000.

Section 2. Effective Date. This resolution shall become effective upon passage.

PASSED and APPROVED by the City Council this 18<sup>th</sup> day of June 2024

CITY OF CARNATION

By \_\_\_\_\_

Jim Ribail, Mayor

Attest:

By \_\_\_\_\_

Lora Wilmes, City Clerk

## CHAPTER 3 – LAND USE ELEMENT **DRAFT**

### ***I. INTRODUCTION***

Carnation is located within the pastoral and scenic Snoqualmie River Valley. Established in 1912 as the Town of Tolt, the City historically provided services and housed workers for the surrounding logging and farming enterprises. Today, Carnation primarily provides housing for commuters to the larger employment centers west of the Snoqualmie Valley, and housing has expanded eastward from the original plat in more typical suburban density and style.

The historic downtown commercial area is located along State Route (SR) 203. This downtown core is approximately 4 blocks in size, located along both sides of SR203. A small shopping center built in 1986 anchors the south end of the historic commercial center.

At slightly over one square mile in size, Carnation is compact. Geographic expansion of the City has been limited by its location at the confluence of the Tolt and Snoqualmie Rivers: development to the west and south is limited by these rivers and their associated areas of flood hazard. A steep hillside forms the eastern boundary of the City, and to the north, the floodplain of the Snoqualmie River widens considerably. Circulation within the City is dominated by two north-south facilities. State Route (SR) 203 provides highway access to Carnation from the rest of the Snoqualmie Valley, and the Snoqualmie Valley Trail bisects the City a few blocks to the east of SR203. Once a railway that provided access to Monroe and Everett for farm products, the Trail is now a popular regional recreational facility much used by hikers, bicyclists, and equestrians.

A large portion of the Potential Annexation Areas (PAA) is located to the north of the City. The area known as the “Garden Tracts” is located between NE 55th Street and NE 60th Street and between 316th Avenue and the Snoqualmie Valley Trail. The Garden Tracts were platted in the early twentieth century, at the same time as the original plat of Tolt. Although located within unincorporated King County, the land use is single family residential on suburban sized lots. While these homes are on private septic systems, public water service from the City of Carnation has allowed development at non-rural densities. Between the Garden Tracts and the current city boundary are several large tracts that are currently in agricultural use such as U-Pick berry farms. These tracts are owned by one owner. Other portions of the PAA include a tree farm southwest of the City boundary, and a newly expanded portion of the PAA east of the City boundary along NE 45th Street (Entwistle Street) which is in rural residential use.

## **PURPOSE OF THE LAND USE ELEMENT**

The Washington Growth Management Act (RCW 36.70A) requires cities to prepare a Land Use Element designating the proposed general distribution, location and extent of the uses of land within the Urban Growth Area. RCW 36.70A.070(1) specifies the requirements for this element, including projections of population densities, building intensities, and estimates of future population growth, as well as protection of the quality and quantity of ground water used for public water supplies, consideration of urban planning approaches that promote physical activity, and guidance for drainage, flooding, and storm water run-off to prevent degradation of waters of the state.

## **CONSISTENCY WITH VISION 2050 MULTI-COUNTY PLANNING POLICIES**

The City of Carnation Comprehensive Plan Land Use Element is consistent with the Multi-County Planning Policies (MPPs) as described in VISION 2050 in that it promotes a compact urban form with the most intense land uses centered along SR203. The small size of the UGA (slightly more than 1 square mile) and a system of linked sidewalks and trails allows for a pedestrian oriented community. Development is focused largely within areas already served or easily served with infrastructure and public services.

In keeping with the policies of VISION 2050, Carnation's Town Center consists of the commercial core and surrounding mixed use, higher density residential neighborhoods and industrial area. The Town Center is located between Rutherford and Blanche Streets along SR203, and from Stossel Avenue on the east to Stephens Avenue north of Entwistle and Larson Avenue south of Entwistle on the west. This area includes the existing and proposed highest intensity commercial development as well as the important civic centers such as City Hall, the Senior Center, and Tolt Commons Park. The Town Center has an excellent pedestrian scale and orientation and is walking distance to many of the City's established neighborhoods. While the scale of Carnation is conducive to a pedestrian environment, SR203 (Tolt Avenue) often acts as a barrier for pedestrians; capital improvements within the Town Center that promote pedestrian safety such as traffic calming, and more clearly defined crosswalks will be important to achieve Carnation's goals. Future investments in this area that promote a vibrant local economy are a priority of the City.

## ***II. LAND USE INVENTORY AND DESCRIPTION***

The inventory presented in this Element provides information useful to the planning process. The inventory summarizes the general development of the city and describes existing types of land use in the city.

## PHYSICAL ENVIRONMENT

The following is summarized from a variety of sources, including the Environmental Assessment (EA) for the Carnation Sewer Collection and Conveyance System and Wastewater Treatment Facility, September 2005. The project area identified in the EA includes the Carnation UGA. The City adopted an Environment Element as part of the 2005 Comprehensive Plan Update. Information on the physical environment from the Element is incorporated into this Land Use Element.

The City of Carnation and its UGA are approximately 800 acres (1.25 square miles) in size and roughly centered on State Route (SR) 203 (Tolt Avenue) and Entwistle Street/NE 45th Street in King County, northeast of the confluence of the Tolt and Snoqualmie Rivers. Approximate boundaries of the UGA are the Snoqualmie River to the west, NE 60th Street to the north, the Tolt River and NE 32nd Street to the south, and 338th Avenue NE to the east.

**Climate.** Maritime air masses from the Pacific Ocean influence the climate of the Carnation area and result in moderate temperatures. Carnation receives an average of 57 inches of rainfall annually, with ranges from less than 45 inches to more than 90 inches. Precipitation varies seasonally with approximately 75 percent of the annual precipitation falling between October and March.

**Soils and topography.** Carnation's location within the Snoqualmie River Valley and at the confluence of the Snoqualmie and Tolt Rivers determined the area's predominant flat topography and soil types. The King County Soil Survey (U.S. Soil Conservation Service, 1973) generally classifies soils in the Carnation UGA as part of a group of soils known as the Oridia-Seattle-Woodinville Association (American Engineering, 2000). This soil group occurs in major stream valleys or nearby level areas. Major soil types within this group include Oridia soil, Seattle soil, and Woodinville soil. In general, soils in the Oridia-Seattle-Woodinville Association are well suited for farming and pasture. However, poor drainage and a seasonal high-water table in some parts of the UGA can result in moderate to severe limitations for urban development and make site preparation more costly.

City-wide studies of geological conditions determined that the geology underlying Carnation is composed mostly of relatively thick accumulations of post-glacial and glacial deposits over Tertiary, sedimentary, and igneous rocks (Kleinfelder, 2003; R.W. Beck and Associates, et al., 1991). Existing data on the City's geology indicate that the surface geology is composed of sand and gravel deposited during migration of rivers and streams. Flooding from the adjacent Tolt and Snoqualmie Rivers have left deposits of finer materials and alluvium on top of the sand and gravel. Surface soils were generally



topsoil or forest duff, native silty sands, and gravels or gravel surface course. Subsurface conditions generally consisted of fill and alluvium, which was composed of sands, gravels, and silts with isolated clay lenses.

The elevation of the heart of Carnation is approximately 67 feet above sea level. To the west of the City there are relatively steep slopes, and slopes over 15% (Class II/Moderate Hazard areas) are located outside the city limits to the northeast, adjacent to Tolt Highlands north of Entwistle/Tolt River Road Street. While much of the UGA is characterized by flat topography, there is a substantial hill to the northeast of the City that encroaches into the City limits, primarily affecting some residential areas and some public use.

Low liquefaction potential has been identified within the city limits based on anticipated depth to groundwater and field data collected. In the event of a seismic occurrence, it is anticipated that liquefaction settlement would be less than one inch.

**Surface water.** The major surface water body in the project area is the Snoqualmie River, which generally flows from the southeast to northwest and is located on the western edge of the City. The Snoqualmie River watershed drains more than 700 square miles in King and Snohomish Counties before joining the Skykomish River to form the Snohomish River.

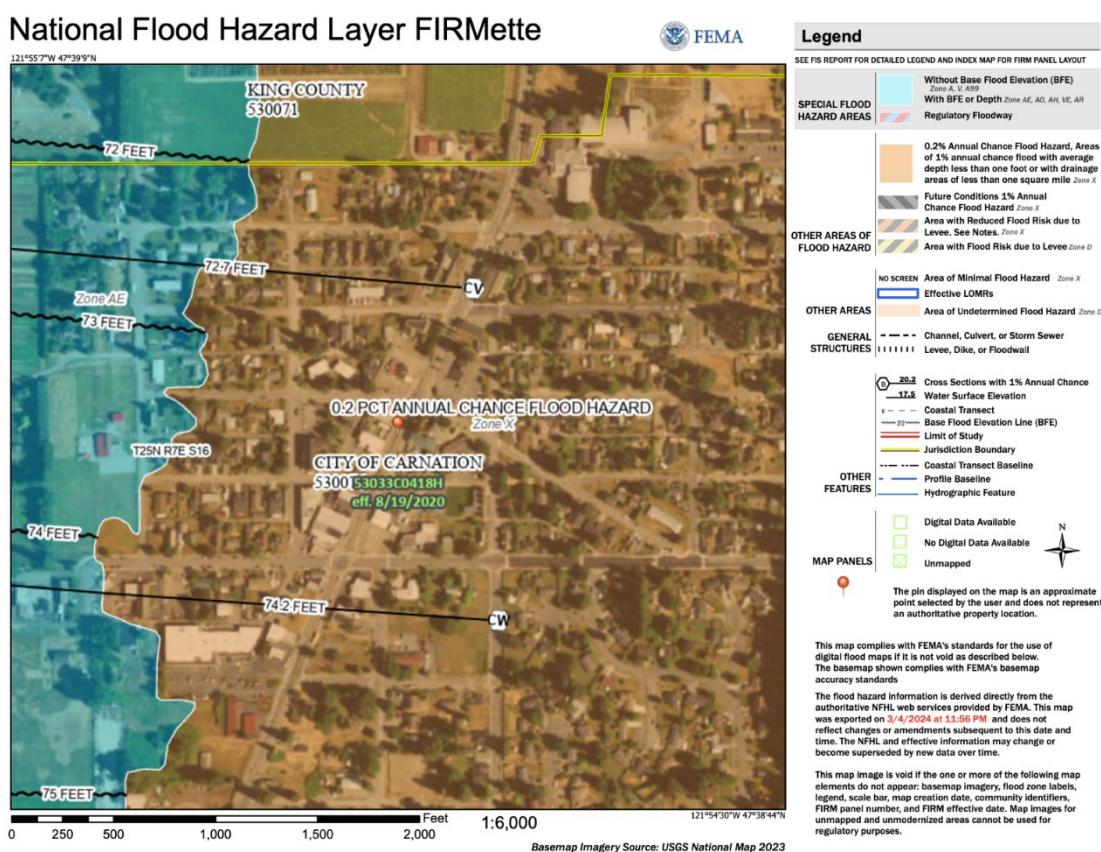
The Tolt River, which drains a 101-square-mile basin, is the largest tributary to the lower Snoqualmie River. The Tolt River enters the Snoqualmie River just south of Carnation at RM 24.9. The land in the upper reaches of the Tolt River watershed is forested.

Anadromous fish use the length of the Snoqualmie River below Snoqualmie Falls and many tributaries including the Tolt River. See below for a discussion of endangered species in the subsection on Wildlife Habitat.

**Floodplain.** The City is located at the confluence of the Tolt and Snoqualmie Rivers, both of which have mapped floodplain areas. Floodplains and other areas subject to flooding, collectively referred to as “frequently flooded areas,” perform important hydrologic functions (WAC 365-190-080(3)). The Federal Emergency Management Agency (FEMA) designates and classifies frequently flooded areas on their Flood Insurance Rate Maps. Below is FEMA’s officially adopted flood map for the Snoqualmie River.



floodplains. Channel migration can occur gradually, as a river erodes one bank and deposits sediment along the other. Channel migration can also occur as an abrupt shift of the channel to a new location, called an avulsion, which may happen during a single flood event. King County provides maps of channel migration zones (CMZs) which provide information on where the river has been and where it may go due to channel migration. Channel migration zones were identified along the Tolt River mainly east of the Carnation UGA. There is a section of CMZ mapped along the Tolt River within the Carnation UGA, although most of the Tolt and Snoqualmie river channels bordering Carnation are fixed.



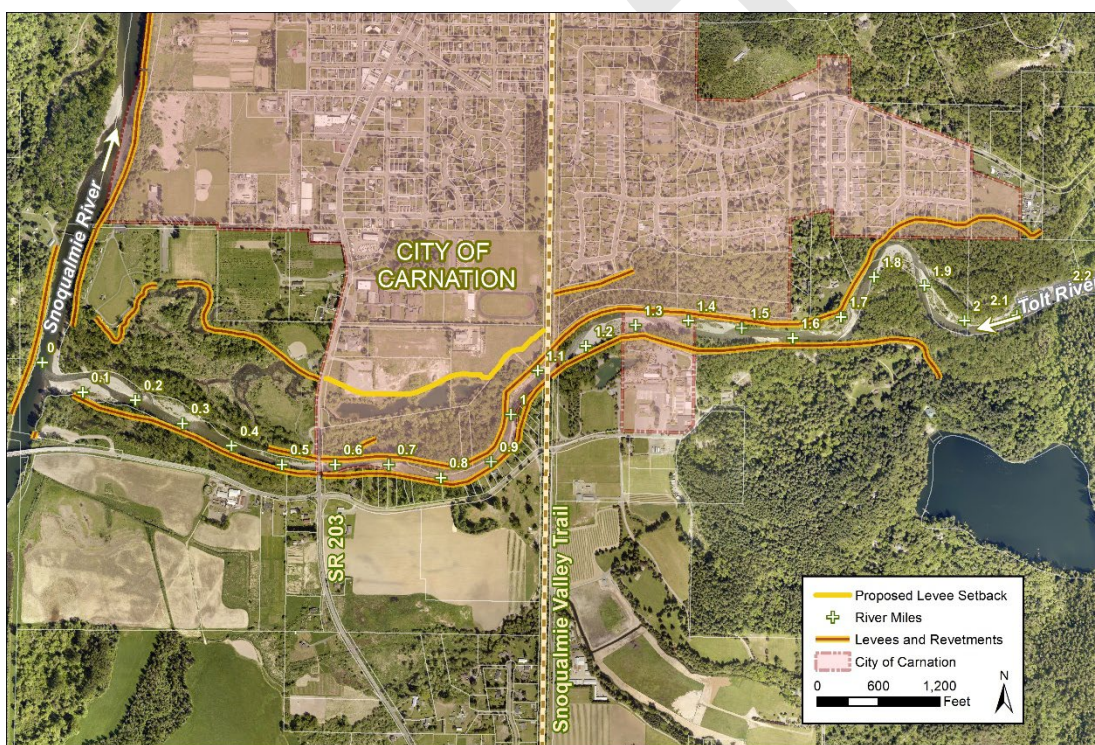
To address flood hazards, revetments and levees have been constructed along both rivers since the 1930's to protect surrounding farm and city lands. In more recent years, King County constructed a setback of the levee at the confluence of the two rivers, just outside of the City's UGA. King County is conducting a study of flood hazard reduction options on the Tolt River from its confluence with the Snoqualmie to about River Mile 6. The Carnation UGA abuts approximately River Mile 0.5 through River Mile 2.



This study is also known as the Lower Frew Levee Setback project. In this project, King County plans to remove the existing Lower Frew Levee and construct a new levee farther away from the river (King County, 2024). Moving this levee further down will reconnect the river to 34 acres of floodplain. This will aid in flood and riverbank erosion reduction, salmon recovery, and improved recreation at Tolt MacDonald Park.

The project has three phases; Collecting data and information, design and permitting, and construction. The project is currently undergoing the design and permitting phase, which ends in 2025. It is projected to be under construction from 2026 to 2027. Below is an aerial view of where the new Lower Frew Levee Setback project will take place.

### Lower Frew Levee Setback Project Location



**Groundwater.** The project area is located in the East King County Ground Water Management Area (East King County Ground Water Advisory Committee, 1998a). The UGA and most of the valley surrounding the City of Carnation is designated as a critical aquifer recharge area. The City operates a single drinking-water well inside the city limits (depth of about 110 feet) and a spring source that furnishes approximately 90 percent of the City's drinking water (East King County Ground Water Advisory Committee, 1998b). The City provides water to over 1,000 water customers both inside and outside current city limits.

The groundwater table is reported to be fairly shallow, generally within 5 to 10 feet below ground surface (Bgs). The King County Soil Survey (U.S. Soil Conservation Service, 1973) indicates that seasonally high-water tables in the floodplain in the Carnation area are approximately 1 to 3 feet Bgs. A geological study was conducted by Kleinfelder, Inc. in December 2003 for the *City of Carnation Sewer Comprehensive Plan*. The study reported that groundwater was encountered at only one test pit location, at 6 feet Bgs. Groundwater was not encountered at other test sites throughout the project area at depths of 7 feet.

**Critical areas and wildlife habitat.** Landau Associates conducted a study in 2004 to investigate the presence of wetlands, streams, and sensitive areas in the vicinity of the proposed City sewer system alignment, which is generally located throughout the City limits. In general, wetlands have been preliminarily identified along the Tolt River within the mapped floodway but have not been field delineated. Several areas of habitat were observed during the study, including the forested habitat of Loutsis Park and the forested corridor in the King County Snoqualmie Valley Trail Park. Although these areas are partially developed with walkways and are used regularly for recreation, the trees provide a habitat for birds. Bird species observed in these parks include dark-eyed junco, rufous-sided towhee, common bushtit, golden-crowned kinglet, stellar jay, and American crow. Pacific tree frog vocalizations were also noted along the Snoqualmie Valley Trail. The Snoqualmie Valley Trail is expected to serve as a migration route for birds, small mammals, and deer traveling to and from the Tolt River and its adjacent riparian habitat.

Here is the list of Endangered Species Act (ESA)-regulated fish and wildlife that may be present in the Carnation UGA. The National Oceanic and Atmospheric Administration (NOAA) Fisheries and U.S Fish and Wildlife Service indicated that the general range of the species listed in Table 3-1 may be present.

**Table 3-1. Threatened Species**

<b>Common Name</b>	<b>Scientific Name</b>	<b>ESA Status*</b>
Chinook salmon	<i>Onchorhynchus tshawytscha</i>	Threatened
Bald eagle	<i>Haliaeetus leucocephalus</i>	Threatened
Bull trout	<i>Salvelinus confluentus</i>	Threatened
Canada lynx	<i>Lynx canadensis</i>	Threatened

Gray wolf	<i>Canis lupus</i>	Threatened
Grizzly bear	<i>Ursus arctos</i>	Threatened
Marbled murrelet	<i>Brachyramphus marmoratus</i>	Threatened
Northern spotted owl	<i>Strix occidentalis caurina</i>	Threatened
Marsh sandwort	<i>Arenaria paludicola</i>	Threatened
Golden paintbrush	<i>Castilleja levisecta</i>	Threatened

\***Threatened:** Species are likely to become endangered within the foreseeable future.

Wetlands are areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands include marshy areas along shorelines, inland swamps, and seasonal watercourses. Wetlands are typified by a water table that usually is at or near the surface. Wetlands perform various habitat, erosion control, water quality and flood control functions. The extensive root systems of wetland vegetation stabilize streambanks. Water quality is improved by decreasing the velocity of water flow, resulting in the physical interception and filtering of waterborne sediments, excess nutrients, heavy metals, and other pollutants. Wetlands also provide food and shelter, essential breeding, spawning, nesting and wintering habitats for fish and wildlife, including migratory birds, anadromous fish, and other commercially and recreationally valuable species.

The City has mapped wetlands within City limits as part of the environmental permitting for the sewer system and later with funds from King Conservation district. Maps of wetlands in the UGA indicate small water bodies at the city's north and south ends, primarily within Tolt and Snoqualmie River riparian areas, drainage channels, depressions and low-lying drainage areas. In general, there is little evidence of wetlands in the upland portion of the UGA, although there may be additional wetlands within the UGA that have not been identified. If there is evidence of wetlands on property that is subject to development, a critical areas report is required as part of the permit application.

**Summary.** Carnation's physical environment has been determined largely by its location at the confluence of the Snoqualmie and Tolt Rivers. Primarily flat in topography apart from the steep slopes that affect the northeastern area, the southern

and western portions of the City contain areas of special flood hazard and some potential wetlands. The central portion of the City is relatively unconstrained by physical limitations. The physical environment limits the potential of the City to expand, and therefore creates impetus for a compact and walkable community.

## **EXISTING LAND USE**

The oldest and most intensive development within Carnation is concentrated along SR203 from NE 40th Street to Bagwell Street and between Stewart Avenue and the Snoqualmie Valley Trail. This area is the approximate location of the original early twentieth century plat of the City. Various public uses that serve the community (schools, library, cemetery and fire station) are located both to the south and north. Industrial uses are located south and west of the original plat. To the east are residential developments at lower densities and lands still in rural residential use. Another residential area platted in the early twentieth century is in the northerly portion of the Potential Annexation Area. This area, known as the Garden Tracts, has not developed to the same density as within City limits. Agricultural uses are in the northern part of the UGA as well as in the southwestern portion of the UGA. Parks are located along the southern and western boundaries, including portions of a very large King County Park, and several city-owned parks.

Figures 3-2a and 3-2b show a map of existing land use and existing zoning within the City of Carnation UGA. Existing Land uses were grouped into the following categories:

- Agriculture
- Rural residential (generally densities of one unit or less per acre)
- Low density residential (densities of two or three units per acre)
- Medium density (single family residential at approximately 4 units per acre or greater)
- Mobile homes
- Multi-family, which includes apartments and duplexes
- Low intensity commercial, including offices, storage, and horticultural commercial uses
- Commercial
- Industrial
- Churches and houses of worship
- Park lands
- Other public lands
- Vacant (generally lands with no buildings or current uses)



Figure 3-2a: Existing Land Use Map (2018)

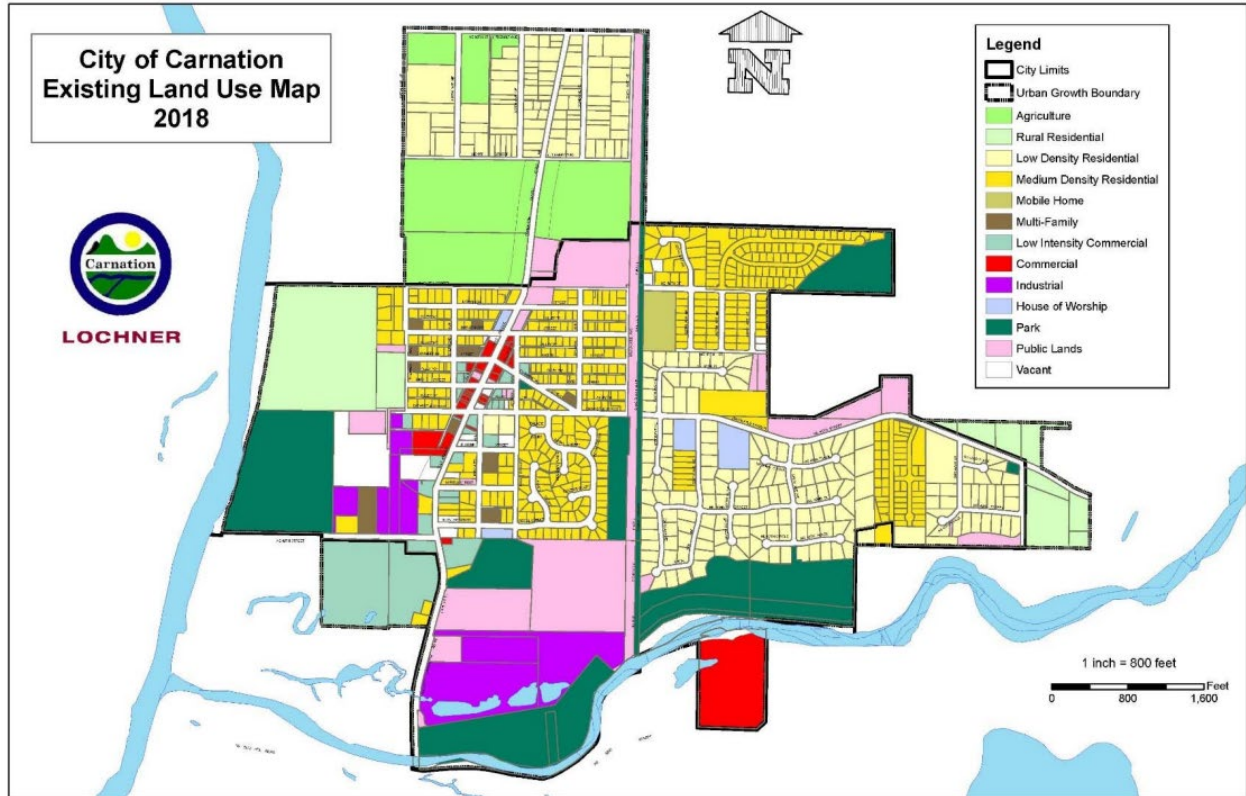
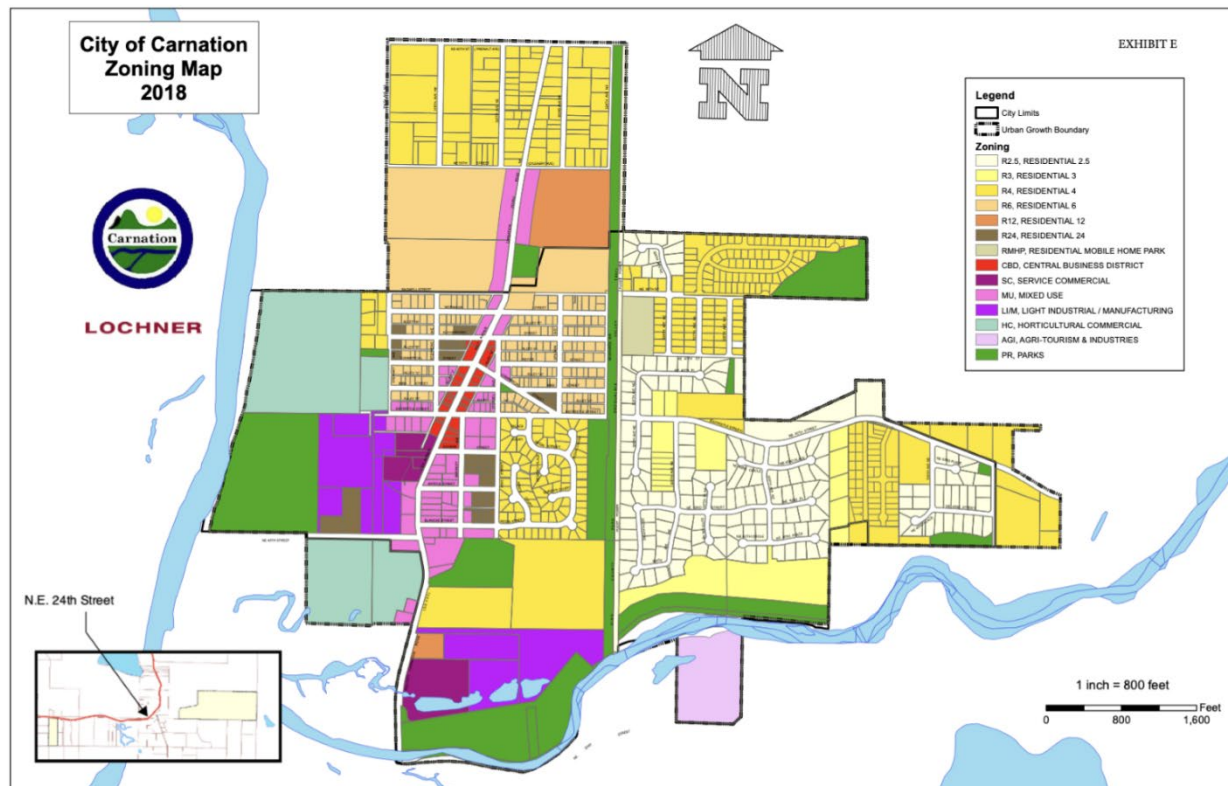




Figure 3-2b: Existing Zoning Map (2018)



**Residential Land Use.** Approximately 61% of the land within the City and its UGA is devoted to residential use. The housing stock within the City and Potential Annexation Area is predominantly single-family with a few duplex and multi-family units and a mobile home park. Multi-family and the mobile home park account for 1% each of the total UGA land area. Current development projects will increase the duplex and townhome housing stock.

Most of the homes built within the original city plat are on small lots of approximately 5,000 (two 25 X 100 sq. ft. lots) to 10,000 square feet (four 25 X 100 sq. ft. lots). The original plat consists of a grid street pattern with lots served by alleys. Two subdivisions were developed in the 1960's and 1970's, one of which is characterized by a grid pattern but without alleys, and the other a more typical pattern characterized by *cul de sacs*. Subdivisions built in the 1990's were typically built on larger lots, as required by Seattle and King County Public Health Department regulations for houses served by septic systems. These subdivisions are also typical of that period, with a street pattern that maximizes *cul de sacs* rather than a grid system. The predominant land use east of the Snoqualmie Valley Trail is single family residential.

The multi-family uses within the city are small apartment buildings and duplexes. These are in small areas within the original plat, on NE 40th Street. A mobile home park is located just east of the Trail along NE 50<sup>th</sup> Street.

Development from 2000 to 2013 was limited to very few new homes, due to lack of infrastructure until 2008 when the sewer system became operational, and then because of the significant downturn in the economy that left little demand for new housing for several years.

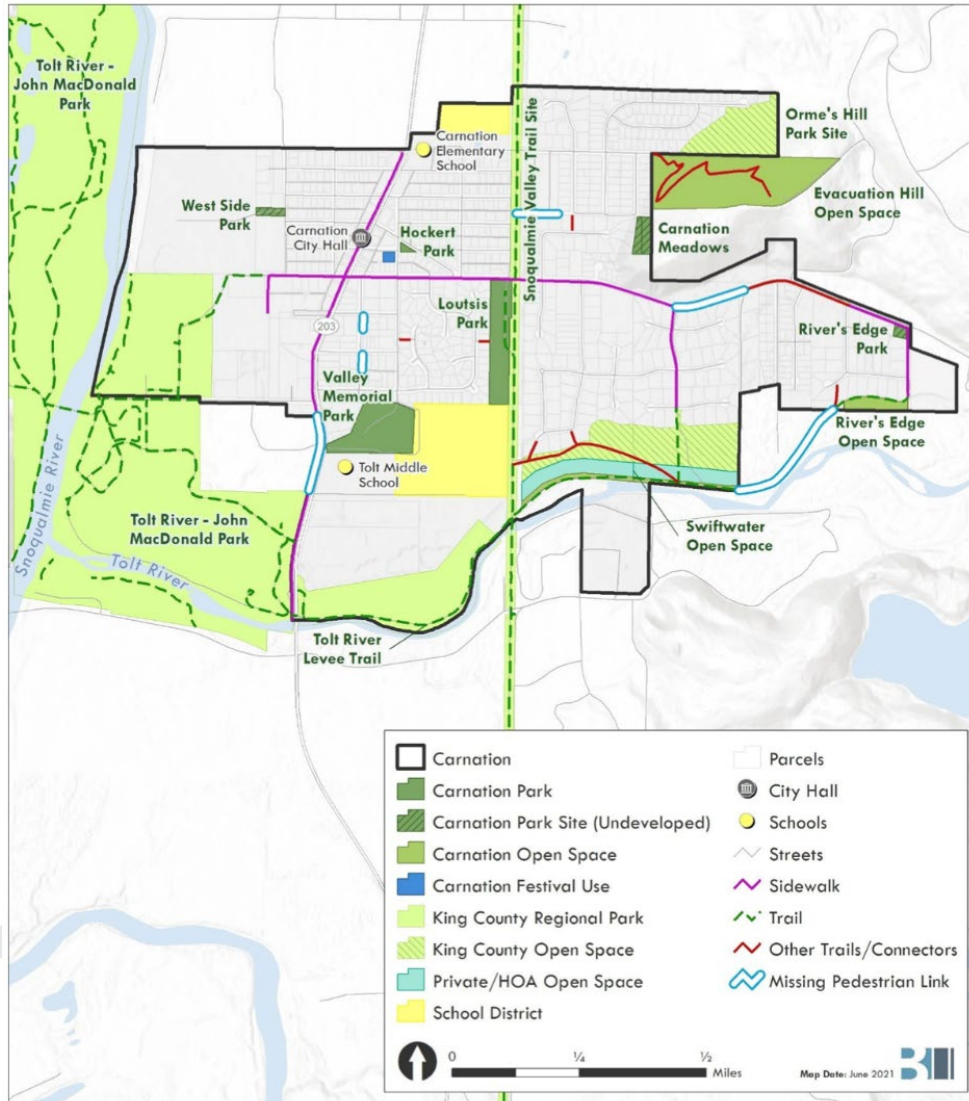
Since 2014, new development has made up about 11% of Carnation's housing stock. From January 2019 to June 2023, the City has permitted 223 net new units. Current projects in progress include Tolt River Terrace, Tolt Place, Sno-Valley Senior Housing and 85 Degrees as well as a few smaller projects. This new construction will change the statistics on the age of the housing stock (City of Carnation, Housing Element, 2024).

**Commercial/Retail Land Use.** Approximately nineteen percent (19%) of the total land within the City and its UGA is in commercial uses. Low and medium intensity commercial make up 18% of this, with high intensity commercial only contributing 1%. Low intensity uses include offices, storage facilities, and horticultural commercial uses. Most of the city's retail development is located along SR 203 between Rutherford and Eugene Streets, and consists of specialty retail, office uses, restaurants, and a supermarket. Remlinger Farms south of the Tolt River are a mix of Agri-tourism and related industries.

**Light Industrial/Manufacturing.** There are just over 22 acres (3% of the UGA) in light industrial land use within the current city limits, primarily in the southwest portion of the City. Major industrial activity in the city consists of a landscape, construction and asphalt company.

**Parks/Open Space Lands.** Park lands account for 11% of the Carnation UGA. City owned parks include Valley Memorial, Loutsis, Fred Hockert, West Side and River's Edge Parks. In addition, a small portion of Tolt MacDonald Park, a regional park owned and operated by King County, is within the City limits. There are also areas of open space along the Tolt River south of the Swiftwater subdivision and the evacuation hill site.

## City of Carnation Park System



Sources: City of Carnation, 2020; BERK, 2020.

**Agricultural Land Use.** Existing agricultural lands are located within the Potential Annexation Area, and account for 9% of the UGA total land area. The Growth Management Act calls for urban land use within urban areas; therefore, it is to be expected that these lands will be developed for non-agricultural uses once they annex into the City. It should be noted that the surrounding Snoqualmie Valley is an agricultural production area characterized by many small farm operations. The City has significant establishments both within City limits and in the Potential Annexation Area that while commercial in nature, are based on horticulture and can be characterized as

agri-tourism. Examples include a Christmas tree farm and Remlinger Farms. These uses were counted as “Low Intensity Commercial” for this analysis of existing land use.

**Public/Community Facility.** There are several public and community land uses in the City of Carnation. These uses comprise about 11% of the total land in the UGA. Public uses owned and operated by the City include City Hall, a historic house, City maintenance shops, the Carnation cemetery, and utilities such as the sewer system vacuum station and water reservoir, as well as storm water facilities. The Riverview School District, which serves the City as well as Duvall and the area of King County between the two cities, owns and operates the Tolt Middle School, the Carnation Elementary School, and a newly constructed Alternative Learning Center. Finally, Eastside Fire and Rescue owns and operates the Carnation Fire Station.

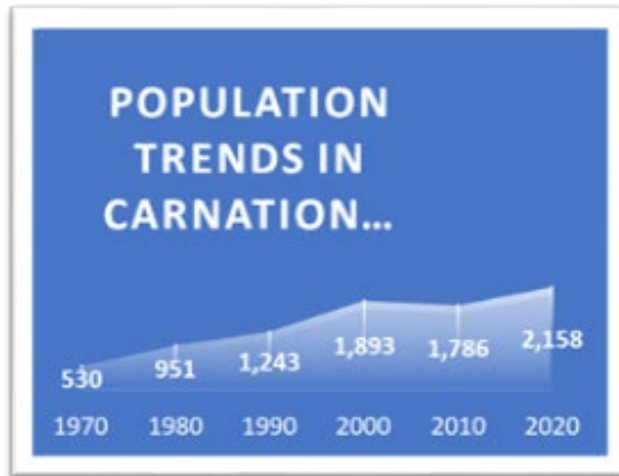
**Vacant Lands.** Currently approximately 7% of the total UGA is vacant. For the most part, this figure does not include vacant existing buildings or areas that could re-develop either upon annexation or as market forces make such development attractive.

**Houses of Worship.** There are several churches in Carnation, including several that have relatively large lots. This category of land use accounts for approximately 1% of the UGA.

### **III. FUTURE NEEDS AND ALTERNATIVES**

**Recent Population Trends and Growth Projections.** Population data from the US Census and projections from the State of Washington Office of Financial Management provide data on population trends and projections. The US Census is performed every decade, and data from the 2020 Census has recently become available.

**Table 3-3. POPULATION TRENDS - CARNATION AND KING COUNTY**



	<b>1970</b>	<b>1980</b>	<b>1990</b>	<b>2000</b>	<b>2010</b>	<b>2020</b>
Carnation	530	951	1,243	1,893	1,786	2,158
King County	1,159,587	1,269,898	1,507,319	1,737,034	1,931,249	2,269,675
Carnation as a % of County	0.05%	0.07%	0.08%	0.10%	0.09%	<b>0.09%</b>

*Source: U.S. Bureau of the Census*

Carnation's population increased seventy-nine percent (79%) from 1970 to 1980. It grew 31% from 1980 to 1990, and 52.3% from 1990 to 2000. While a new public sewer system was completed in 2008 that would enable increased density of development, a downturn in the economy that began in 2009 decreased the demand for new housing and the projected growth did not occur. The population fell by 5.6% between 2000 and 2010, most likely due to the prevalence of housing foreclosures adding to increased vacancies within the City. From 2010 to 2020, Carnation's population grew by 20.8%. Currently there are approximately 230 housing units in development, which includes single family, townhomes, duplexes and an affordable senior housing community. As a



result of new housing, the population will continue to grow in Carnation.

The City's capacity for new households, population and employment were projected based on the proposed Future Land Use Map (see Figure 3-5 below). Capacity for new employment is a function of the capacity of the City's Future Land Use Map for those zones that allow for commercial and industrial lands. Capacity for new households is based on land zoned for residential use and includes parcels of land that can be subdivided for new growth and opportunities for infill development in older neighborhoods.

Projections were based on developable lands in each of the zones, with estimates made for lands that may be constrained by critical areas and/or regulatory floodplains. For new development, reduction in developable land was taken to account for infrastructure, such as new roadways, stormwater management, etc. In addition, not all lands will be built to the maximum density or intensity allowed, so a market factor was also applied based on local knowledge.

The projections of capacity for new households, population and employment were used to determine whether the City would have adequate infrastructure to serve the proposed growth without deterioration of service below adopted levels of service. As such, these projections form the basis for capital improvement plans identified in the Utilities, Transportation and Capital Facilities Elements. The City of Carnation has noted in these elements the need for support from county and state partners for major infrastructure improvements including a round-about at SR203 and Tolt Hill Road.

Carnation's flexible approach to residential zoning allows multi-family, townhouse, duplex, cottage housing and single family in several zones. While this flexibility helps provide a range of housing products, it is more difficult to accurately project future households. To be conservative in evaluating infrastructure demand, projections of new households were based on higher densities than may actually be developed. Population growth projected in Carnation for the twenty year horizon is based on several factors, including demand for housing within the greater Seattle region, demand for new housing development in the rural cities to the east of the King County Urban Growth Area, the relative affordability of housing in Carnation, and the City's capacity for new growth as identified in the Future Land Use Map. Table 3-4 shows an estimate of population growth that is projected based on the Zoning Map. Population was projected based on the average persons per household of 2.77 in the 2020 US Census.

**Table 3-4. Population Growth Potential 2020 – 2044**

<b>2020 Population (US Census)</b>	
Carnation City Limits	2,158
PAA	225
<b>Total</b>	<b>2,383</b>
<b>Estimated Population with Present Use &amp; Proposed Future Zoning</b>	
Carnation City Limits	2,795
PAA	1,047
Total	3,842

\*Based on 2024 proposed future zoning map and assuming 2.77 persons per household.

NOTE: STILL REVISING ESTIMATES.

## **ECONOMIC OUTLOOK**

At its inception, Carnation's economic base was natural resource based, primarily logging and agricultural activities. As the national and regional economies shifted to high tech, retail and service sectors, Carnation's economic outlook also changed. Recent decades saw increased population growth within the rural cities of the Snoqualmie Valley to provide housing for employment centers within commute distance. While Carnation's population grew from approximately 500 to its present size of almost 2,200, Carnation's growth has not kept pace with its Valley neighbors, due to the lack of a public sewer system and less land capacity. Opportunities for local manufacturing and other value-added industries to locate within Carnation have also been limited by the lack of access to interstate highways. As retail and service sectors are in general tied to population growth, Carnation's relatively small population base has resulted in less new commercial development than experienced by its neighboring cities within the Valley. In general, employment opportunities in Carnation are limited, with the School District, Remlinger Farms and a few local manufacturing establishments the primary employers.

The successful installation of a public sanitary sewer system in 2008 has enabled new development especially in the last ten years as the economy rebounded. An Economic Development Strategy was first adopted by the City Council in 2007 and expanded upon in 2022 to help the City make the most of its potential for economic development. The Strategy emphasizes actions the City and its partners can take to maximize its advantages. For example, there are successful Agri-tourism establishments such as Remlinger Farms and the U-pick berry farms north of the City that draw many visitors to the Carnation area, as well as the regional draw of recreation opportunities afforded by Tolt McDonald Park and the Snoqualmie Valley Trail. Carnation has also expanded its music offerings, making it a destination for large concerts and smaller music events. Signage, visitor maps, advertising and community-sponsored events that are designed to draw visitors to Carnation's downtown are an important strategy for the City to take advantage of regional tourism.

Similarly, the strategy identifies efforts the City can take to retain existing businesses and attract new enterprises, such as making sure that development regulations do not prevent business expansion or establishment. As of 2023, this strategy has included opening a Community Economic Development Department. The Department works in tandem with Public Works, primarily focusing on planning, code enforcement, permitting, and economic development within the City (City of Carnation, 2024).



The strategy also calls for the City to provide on-going outreach to the business community to see how the local businesses can be supported. By enacting these and other strategies, the City of Carnation hopes to achieve its goals of increasing economic vitality and employment opportunities.

## **FUTURE LAND USE**

Figure 3-5 shows the Future Zoning Map for the City of Carnation UGA. This Future Zoning Map reflects Carnation's land use goals for an attractive, human scale, pedestrian oriented Town Center, with retail, community and public services within a half mile of many of the city's residences. Residential development is proposed such that medium and higher density residential areas are located closest to these activities, in keeping with a small-town center. Less dense residential development is not quite as close, but as the entire UGA is approximately 1.3 square miles in size, even the less densely zoned portions east of the Snoqualmie Valley Trail are still within relative proximity.

As required by the GMA, King County conducted a Buildable Lands analysis to determine the capacities of the cities within the County to accommodate projected new growth. The capacity was compared with adopted growth targets that stemmed from Washington State OFM forecasts and Vision 2050's Regional Growth Strategy. The targets for households and employment were adopted as part of the King County Countywide Planning Policies (CPPs). The City of Carnation was assigned a 2019 to 2044 growth target of 799 additional households. Actual growth in the 20-year planning horizon to 2044 is projected to be behind this established target. In order for Carnation to reach its housing target, it needs support from regional and state partners for infrastructure improvements including roads, medical facilities, schools, emergency preparedness and other vital services.

Since the City's public sewer system became operational in 2008, zoning code amendments have increased allowable densities in several zones; this has promoted walkability as the increased density is within walking distance to the City's center. In addition, in recent years the City amended the Future Land Use and Zoning Maps to change some parcels from commercial to residential use. This change in the land use designations was based on a market analysis that indicated commercial capacity within the UGA was excessive, and far exceeded what could be supported by the City's market area. All this potential housing capacity remains within the compact urban area of the UGA and maintains the City's character as a walkable community anchored by a small but viable commercial center.

The primary goal of the increased household capacity within the UGA has been for economic development and fiscal survival. While Carnation's setting in the Snoqualmie Valley certainly provides incentive for visitors, the City's location is not on a major highway

such as I-90 or US Route 2. The viability of Carnation's commercial center depends on a customer base primarily supplied by the local population. As shown in Table 3-4 above, the existing population in the UGA is not adequate enough to support a local commercial center. Nearby rural population in some cases supports local businesses but may be lured to larger commercial centers.

Recent subdivision activity will help provide new customers, and in fact some local businesses have shared that they are keeping their doors open in Carnation because of the new growth. The current residential Mainvue and Pulte developments will provide 185 new households within walking distance of the downtown core. Much of the City's additional residential capacity is in the Potential Annexation Area in several large parcels owned by one family; annexation may well occur in the twenty-year horizon.

Any proposed expansion of the UGA is limited by Carnation's physical location. With rivers on the southerly and westerly boundaries, a large and steep hill to the east and expanded floodplain to the north, Carnation has very limited opportunity to expand geographically. Even with increased density and changes in land use designation from nonresidential to residential uses, the City's population will remain under 5,000 people, the smallest and most compact of the Snoqualmie Valley cities. Growth concentrated within Carnation reduces the pressure for growth within the rural unincorporated areas, in keeping with the Countywide Policies and Vision 2050.

Carnation continues to follow these Countywide Policies and Vision 2050. In 2015 an amendment to the comprehensive plan was made that rezoned a 33.75 acre property to High Density Residential, or R12. Today, this property is better known as the Tolt River Terrace development of 141 single family, duplex and townhomes.

Figure 3-5. Proposed Future Zoning Map

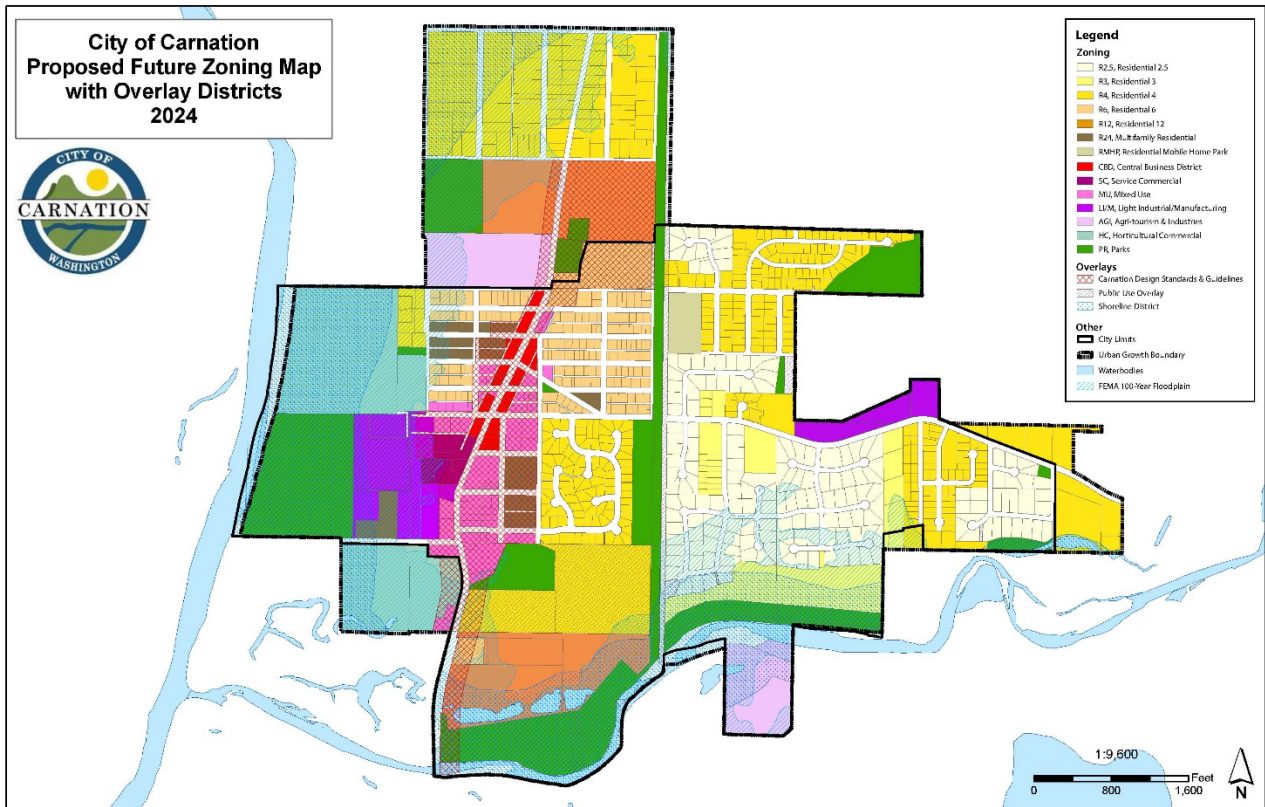


Table 3-6 shows the acreage and percentage of the UGA for the following categories of future land use:

- Low density residential (R2.5)
- Medium density residential (R3, R4 and R6)
- High density residential (RMHP, R12 and R24)
- Low Intensity commercial (Horticultural Commercial)
- Medium intensity commercial (Mixed Use and Agri-tourism and Industries)
- High intensity commercial (CBD and Service Commercial)
- Industrial (Light industrial/manufacturing)
- Public Land

LAND USE DESIGNATION	ZONES	ACREAGE			
		WITHIN CITY	WITHIN UGA	TOTAL	% OF TOTAL
Low Density Residential	R2.5	86.64	0	86.64	12%
Medium Density Residential	R3, R4, R6	181.22	81.52	262.73	37%
High Density Residential	RMHP, R12, R24	52.7	30.7	83.4	12%
Low Intensity Commercial	Horticultural Commercial	38.54	23.1	61.64	9%
Medium Intensity Commercial	Mixed Use and AGI	35.78	17.46	53.24	7%
High Intensity Commercial	CBD, Service Commercial	10.82	0	10.82	1%
Industrial	Light Industrial/Manufacturing	33.03	0	33.03	5%
Public Land	Parks	105	13.96	118.96	17%
<b>TOTAL</b>		<b>543.73</b>	<b>166.74</b>	<b>710.47</b>	

**TABLE 3-6: Future Land Use Capacity**

\*Numbers derived from future zoning map.

*Note: The acreage shown in this table does not include the City's watershed, the landfill, the vacant fire district land adjacent to the landfill, street rights-of-way or lands under water.*

**Residential.** Residential land uses are and will remain the predominant land use in terms of area, comprising approximately 61% of the UGA. This does not include the Mixed-Use zone, which also allows residential uses. Low-density residential uses consist of the existing lower-density neighborhoods created in the 1990's when the requirements for septic system drain fields resulted in larger lots. These neighborhoods are almost completely built out, with very little capacity for more lots. The medium density single family zones encompass the most land area. These include both existing neighborhoods with relatively little new capacity, as well as existing neighborhoods where infill development has the potential to provide significant new development. High density residential land uses include a zone that would provide for high-density single-family development such as cottage housing at approximately 12 units per acre, and a zone that provides for multi-family developments (apartments/condominiums) but would also allow cottage or townhouse higher density single family residential development. In general, higher density zones are within a half mile of downtown and service areas, and less dense residential zones are further away, mainly to the east.

**Medium Intensity Commercial.** This would include both the Mixed Use and the Agri-tourism and Industries zones. The Mixed-Use zones allow residential and commercial uses, including office and retail. The mixed-use zone creates a buffer between commercial and residential areas. In the Potential Annexation Area, mixed use provides a buffer between SR203 and residential development. South of Eugene and east of SR203, the Mixed-Use parcels have enough depth from SR203 to provide adequate parking if these areas develop for retail use. The Agri-tourism and Industries zone would allow for a range of activities related to Agri-tourism and supporting industries, including both the retail and tourist activities themselves and the industries that would support them, such as processing, wholesaling, etc. The Medium Intensity Commercial designation accounts for approximately 7% of the UGA.

**Low Intensity Commercial.** This land use is represented by the Horticultural Commercial Zone, a unique zone reflecting the economic potential of the agricultural heritage of Carnation in modern day Agri-tourism. Approximately 9% of the UGA is zoned for this use.

**Retail.** Retail development is centered on SR203, centered on slightly less than 5 acres zoned Service Commercial located opposite Eugene Street, and including the Tolt Town Center and several properties abutting to the south. This area of Service Commercial allows for expansion of service oriented larger scale retail, including but not limited to a grocery store, pharmacy, etc. These uses are generally considered "anchors" for commercial development. The size and depth of the parcels allows for

adequate parking, which is essential to the success of this type of retail.

The historic Central Business District (CBD) encompasses four blocks to the north of the anchor. This area is characterized by shallow (100' from SR203) parcels that are quite limited for parking. Many of the existing buildings are historic, and are well suited to restaurants, shops, and other retail uses. The High Intensity Commercial designation, including both the CBD and Service Commercial zones, accounts for approximately 1% of the UGA.

**Industrial.** Without direct access to I-90, Carnation's potential for larger scale industrial development has been limited, although there has been a recent increased interest in light industrial/manufacturing space due to demand and lack of available land in nearby cities. Industrial lands are especially important in providing employment and help create a more sustainable local economy; therefore, attracting light industrial will continue to be a priority for the City. Approximately 5% of the UGA is currently zoned for industrial use.

**Public Land.** Future needs for public use will be determined by the need for more infrastructure. Public and semi-public institutional uses are allowed in nearly all of the city's zoning districts on lands that are designated by the public use overlay district. While the City has substantial parklands within the UGA, future parks may be needed when new lands are annexed, in order to serve neighborhoods that will develop in the future. Approximately 17% of the UGA is public land. The 2022 PROS Plan has more details on the need for future parklands and is incorporated by reference here.

## **HOUSING AND EMPLOYMENT TARGETS**

The King County Countywide Planning Policies (CPPs) as amended in June 2021 provide growth targets for housing and employment for all of the cities within King County through 2044. The target for the City of Carnation is to have enough land capacity to add 799 new households and 450 new jobs between 2019 and 2044. However, this target is inconsistent with historical trends, infrastructure improvements needed, and character of our rural community.

The GMA's housing target of 799 units by 2044, with an average of 2.77 people occupying each unit, would mean a population growth of an additional 2,213 people. This would bring the population of Carnation to 4,380, which nearly doubles the current population of 2,158.

In order to reach the target of 799 housing units by 2044, it requires infrastructure improvements through partnership with regional and state partners. Infrastructure needed to support growth is necessary in transportation, utilities, transit, medical services, education and public safety. A critical safety improvement is a round-about at



SR203 and Tolt Hill Road.

This is why the City of Carnation proposes and embraces a more realistic alternative, consistent with the character the Carnation community wishes to preserve. We propose a base of 361 homes as a precursor to the 799. This would add an additional 1,000 people to the current Carnation population. Carnation's complete Housing Action Plan (HAP) has more detailed information. (City of Carnation, Housing Action Plan, 2024).

## **PROCESS FOR SITING ESSENTIAL PUBLIC FACILITIES**

The City will adopt, through its land use development regulations, a process for identifying and siting essential public facilities as required by RCW 36.70A.200. The City's regulations shall ensure that the siting of essential public facilities will not be precluded in violation of applicable state law. The City's process for identifying essential public facilities shall consider whether and to what extent the facility in question: (i) provides, or is necessary to provide, a public service, and (ii) is objectively difficult to site. The City's process for review and siting essential public facilities shall utilize a conditional use permit procedure or similar approval mechanism that enables the relevant City decision-maker(s) to thoroughly evaluate and reasonably mitigate the community and environmental impacts of such facilities. However, such procedure shall be formatted to ensure that essential public facilities will not be unlawfully precluded and shall further ensure that applications for state or regionally sponsored essential public facilities may not be denied. The review and evaluation process for essential public facilities shall include meaningful public notice and opportunity for public comment.

The City will use its website, social media such as Facebook<sup>®</sup> as well as timely press releases, public notices, and public meetings to notify citizens of a proposal and to solicit input. The city will also notify adjacent jurisdictions which may be affected and invite their comment on the proposal.

## **GROUNDWATER PROTECTION AND STORMWATER MANAGEMENT**

Carnation and the surrounding area are in a Critical Aquifer Recharge Area (CARA), so groundwater protection is of first importance. The City has adopted the 2005 Department of Ecology Manual for Stormwater Management in Western Washington and its amendments through 2014. The manual continues to include low impact development related techniques for stormwater management and other revisions.

All new development is required to treat and infiltrate stormwater on-site. As parts have poorly drained soil and may also experience seasonal high-water table, stormwater management is a very costly part of development, and in some cases has the potential to preclude development. This is especially a concern in the downtown, where soil with

poor drainage and limited area have required recent developments to provide costly retention vaults.

In 2022, the City of Carnation created a stormwater utility. Stormwater from impervious surfaces must be infiltrated on-site as mentioned, which can sometimes be difficult to achieve given localized areas of poorly drained soils and/or seasonal high-water tables. Local drainage facilities that collect and convey surface water runoff consist of open channels and roadside ditches, bioswales, wetlands, infiltration systems and detention ponds. The Snoqualmie and Tolt rivers ultimately serve as receiving waters.

### **SHORELINE MASTER PLAN**

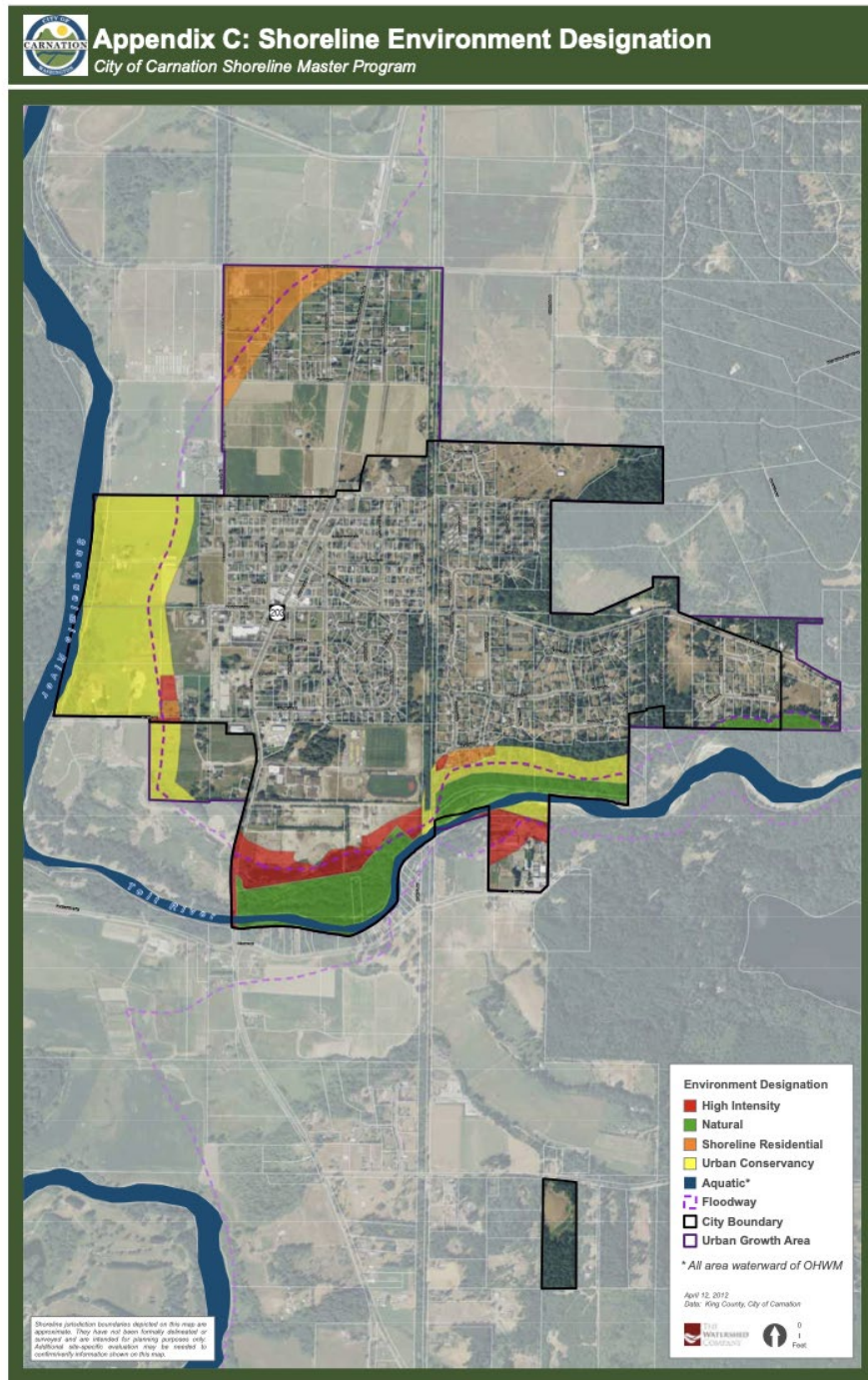
In 2019, the City updated its Shoreline Master Program (SMP) in accordance with WAC 173-26 and with a grant from the Department of Ecology. A map of shoreline jurisdiction is shown in Figure 3-7.

The City's Shoreline Master Program codified at Chapter 14.06 CMC addresses floodplain lands along the Snoqualmie and Tolt Rivers and protects those shorelines and floodplains from inappropriate development. Pursuant to RCW 36.70A.480, the Goals and Policies set forth in Sections I through IV of the City's Shoreline Master Program, including any future amendments thereto, are hereby adopted and incorporated by reference into the Carnation Comprehensive Plan as if set forth in full.

An update to the City's Shoreline Master Program is due in 2027.



Figure 3-7. Shoreline Environmental Designation



**The National Flood Insurance Program (NFIP).** As described above, Carnation has areas of special flood hazard as designated by the Flood Insurance Rate Maps (FIRMs) for both the Tolt and Snoqualmie Rivers. The City participates in the National Flood Insurance Program (NFIP) and therefore must meet NFIP criteria for regulating development within these areas. The City's floodplain regulations are found in Chapter 15.64 CMC Part I Floodways and Floodplain. Development within the floodway portions of the special flood hazard areas is restricted, and some development, such as residential construction, is prohibited within the floodway. New construction or substantial improvements of structures within the remainder of the special flood hazard areas (typically called as the "100-year floodplain") have specific standards to ensure that they are not subject to damage from flooding, such as elevating the lowest floor above the base flood elevation (BFE). No filling, grading, dredging or other actions that would increase flood damage for other properties within the flood hazard area are allowed under the City's regulations. NFIP participation allows Carnation residents located within areas of special flood hazard to purchase floodplain insurance subsidized by the federal government.

In 2008, the National Marine Fisheries Service (NMFS) issued a Biological Opinion (BiOp) that implementation of the NFIP in the Puget Sound area adversely affects endangered salmon species. As a result of the BiOp, local jurisdictions must meet the requirements of the Endangered Species Act (ESA) as well as the existing NFIP regulations for any development in the floodplain or floodway. There are 3 ways that local jurisdictions can meet all their requirements under both NFIP and ESA:

1. Adopt a Model Ordinance developed by FEMA that meets or exceeds all of the requirements of both the NFIP and the ESA;
2. Show how existing local regulations provide the minimum protections of both federal regulations (local regulations may require amendments to meet these minimum protections); or
3. Enforce the requirements on a permit-by-permit basis, which will generally entail that applicants for a floodplain development permit evaluate the habitat of the project area and may in some cases require that they submit the permit for review to the National Marine Fisheries Service.

**Summary of the Biological Opinion (BiOp).** According to the BiOp, the areas of special flood hazard, called the *Regulatory Floodplain*, consist of the following:

- *Special Flood Hazard Area (SFHA)* – the land subject to inundation by the base flood, which is the flood that has a 1% chance of being equaled or exceeded in any given year (commonly referred to as the “100-year floodplain”)
- *Riparian Buffer Zone* (called the *Protected Area* by FEMA) – lands that are within the furthest reach from Ordinary High-Water Mark (OHWM) of the river for any of these 3 areas:
  1. Floodway – the channel of a watercourse and the adjacent land area that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a minimum of 1 foot at any point.
  2. Riparian habitat zone – the water body and adjacent land areas that are likely to support aquatic and riparian habitat. For Type S streams (shorelines of the state) this is 250’ from OHWM. A smaller riparian habitat zone may be established based on Best Available Science.
  3. Channel migration zone – the area within the lateral extent of the likely stream channel movement due to stream bank destabilization and erosion, rapid stream incision, aggradation, avulsions and shifts in location of stream channels, plus 50’.

The BiOp sets forth “Minimum Criteria for Development” within the Regulatory Floodplain. Development is restricted within the Riparian Buffer Zone (or “Protected Area”). This area is a “no disturbance zone” other than for activities that will not adversely affect habitat function. For many if not all of the floodway areas within Carnation, existing regulations such as the Critical Areas regulations (Chapter 15.88 CMC) already prohibit development.

Prior to the issuance of the BiOp, the City’s regulations allowed development within the 100-year floodplain outside the floodway or identified critical areas, if the development met the standards for flood hazard reduction. The BiOp allows some development within the 100-year floodplain, but any development must protect fish habitat and flood storage as well as meeting requirements that reduce flood hazard to buildings. Local jurisdictions have the option to prohibit development within this area, or if development is allowed, it is subject to the following restrictions:

- Zoning is to be low density (5 acre lots or greater).
- New impervious surface shall be no more than 10% of the surface area of the lot in floodplain unless mitigation is provided.
- Removal of native vegetation must leave 65% of the surface area of the lot in floodplain in an undeveloped state.
- If a lot is partially within the floodplain, structures must be located on the

portion of the lot located outside the floodplain. If the lot is fully in floodplain, structures must be located as far from the river as possible, on the highest land and oriented parallel to flow rather than perpendicular.

- All structures must be setback at least 15' from the RBZ and as close to the 100-year floodplain boundary as possible.
- Cluster development, density transfer, and other techniques to reduce development within the regulatory floodplain are to be employed wherever possible
- Expansion of existing buildings is limited to no more than 10% of the existing footprint unless mitigation of any adverse effects to floodplain habitat is provided.

***City of Carnation response to the BiOp.*** In order to assist jurisdictions in evaluating the habitat value of areas within the regulatory floodplain, the Federal Emergency Management Agency (FEMA) has developed a guidance document on how to prepare a Habitat Assessment. The City will require any development in the regulatory floodplain to provide a Habitat Assessment prepared by qualified professionals as part of the development permitting process.

## **URBAN FORM AND PROMOTING PHYSICAL ACTIVITY**

Carnation's urban form and small size promote non-motorized access within the City. The UGA is approximately 1.3 square miles in size. Carnation's Town Center includes retail uses in the Central Business District along the spine of SR203, and anchored by Service Commercial retail zoning where the grocery store is located. The Town Center includes the City's most dense residential areas, which are within ½ mile of SR203. Many City residents are within walking or bicycling distance of the grocery store and other shops and restaurants, schools, the library, City Hall and the Senior Center. While many goods and services are within walking distance for many residents, options for non-motorized trips to work are somewhat limited by Carnation's small industrial base and distance from employment opportunities. Many residents commute to employment centers to the west, but the most realistic transit options for commuting currently are to travel to Park and Ride facilities to the west or elsewhere in the Valley.

While City morphology is conducive to physical activity, and there are pedestrian facilities including sidewalks on most arterials and collectors, not all neighborhoods have pedestrian facilities that link to the downtown. For example, Entwistle Street, the major east-west arterial, has a sidewalk and curb that do not reach all the way to the River's Edge neighborhood. The completion of pedestrian access for River's Edge is included in the Six-Year Transportation Improvement Plan (STIP).

Carnation's oldest neighborhoods do not tend to have curbs, gutters and sidewalks within their rights-of-way. As these are established neighborhoods, requiring in-fill development to provide frontage improvements would not result in a cohesive system of sidewalk improvements. In addition, there is some concern that grade separated sidewalks would not be in keeping with the "small town" feel of these areas. The City has developed a street standard for the old part of town that includes non-grade separated pathways or trails. The historic nature of these neighborhoods with gravel parking strips will be retained, unless improvements in drainage or safety are needed. Where infrastructure improvements are needed, a complete street of sidewalk, curb and gutter will be installed along with the necessary infrastructure.

SR203 can be a major barrier to pedestrian access between residential neighborhoods and the Town Center. The City has one traffic signal at the Entwistle and SR203 intersection. In addition, there is a crosswalk at SR203 and Morrison Avenue that was developed as part of a Safe Routes to School grant and two flashing beacon crosswalks. The city completed a Rural Corridors Study for Tolt Avenue that is specifically designed to enhance pedestrian and bicycle safety. The Tolt Avenue Action Plan included corridor improvements for pedestrian access, especially across SR203, as well as facilities for bicyclists, provisions for signage, street furniture, lighting, storm drainage, etc.

Recreation based physical activity is well provided for in Carnation by park and trail facilities owned by the City and by others. The King County-owned Snoqualmie Valley Trail bisects the UGA, and links Carnation to the rest of the Snoqualmie Valley. Access to the Trail for Carnation's residents is excellent - all of Carnation's neighborhoods are within one-half mile of the trail, and many are closer still. This trail is well used by pedestrians, bicyclists and equestrians, both residents and visitors to the City. King County-owned Tolt McDonald Park provides scenic trails well used by hikers, mountain bikers, ballfields and play structures. Other parks and facilities in or near the City provide play structures for young children, as well as a skateboard bowl, a BMX track, disc golf course and tennis/pickleball courts. Carnation's future goal is to have City owned park land within a 10-minute walk of all residents and to balance active and passive recreation facilities to meet community needs. In 2022, after Carnation asked for residents' feedback, they proposed four priority parks improvements. These are included in Carnation's Six Year Capital Improvement Program. The four parks identified as priorities include River's Edge, Valley Memorial, Tolt Commons Plaza, and with the help of Seattle Public Utilities, improvements to Evacuation Hill.



## SUSTAINABILITY

Sustainable land use relates to how a community can “meet the needs of a growing population while considering the needs of residents,” (Puget Sound Regional Council Multi- County Planning Policies). Sustainable development minimizes its impact on the natural environment while also minimizing use of resources through efficient use of water, energy, etc. The City is taking steps to increase its sustainability through the development of a green logic model in 2024. Current strategies include a feasibility study on solar use at City facilities, increasing recycling and compost options throughout Carnation, the development of a tree ordinance, enhanced landscape and tree screening code and other green principles. The City is also starting a Climate Resilience Comprehensive Plan Element in 2025, with a completion due date of 2029. The dialogue on how Carnation can respond to the needs for a more sustainable future is reflected in Goal LU6 and in ten policies to promote sustainable land use development.

***Minimizing impacts on the natural environment.*** Carnation is a small city located within an area designated as rural under the GMA. Geographically the City is a very small proportion of the Snoqualmie Watershed, which is primarily rural and is forested or in agricultural use. It is also a small proportion of the Tolt Watershed which is forested and mostly undeveloped. Nonetheless, the City’s location at the confluence of these river systems requires that land use policies and development regulations provide protection of water resources and habitat for endangered species. The current and proposed future pattern of development locates higher density land uses upland from the shorelines of the two rivers, but some areas of existing and permitted development are located within close proximity to the shorelines. Through its regulations of stormwater, critical areas, management of shoreline resources and the requirements to comply with the Endangered Species Act in areas of special flood hazard, the City is committed to providing protection of environmental resources as it develops in the future. As better science and more knowledge of effective techniques become available, the City will amend its regulations as necessary to maximize environmental protection.

***Promoting development that minimizes use of scarce resources.*** As discussed above, Carnation’s urban form promotes sustainable development by encouraging compact development within a Town Center that includes retail, industrial, mixed use and higher density residential development. This land use pattern encourages non-motorized trips, thereby reducing greenhouse gas emissions from vehicles. The City is committed to increasing the availability of local goods and services as well as creating local employment through economic development. However, as the majority of the city’s workers are commuting outside the City and often outside the Valley, better transit service would go far in reducing vehicle miles traveled by City residents.

As reflected in Policies under Goal LU6, the City can encourage new developments to utilize some of the programs that encourage building practices to minimize impacts to the environment and resource use, such as the Leadership in Energy & Environmental Design (LEED) and Built Green certification of new construction, and the use of Low Impact Development (LID) techniques to reduce storm water impacts. While the City cannot require that new development use these techniques and programs, the City can commit to evaluating its land use codes and permitting processes to make sure they are encouraging the use of sustainable building practices. For example, all recent residential developments within the city are required to use low-impact techniques for stormwater management.

Finally, Carnation is located within a food production area that is of growing importance to the region. Land use codes that allow for food production in residential areas as accessory uses can be evaluated, keeping in mind that protection from potential nuisance odors and noise will be important as well. Finally, the City is home to a very popular Farmer's Market where nearby farms can sell their produce to city residents and visitors alike, and many of the local retail establishments make a point of selling locally produced goods.

#### ***IV. GOALS AND POLICIES***

This section discusses Carnation's land use goals and policies. An analysis of existing conditions and projected needs in the previous section highlights the areas of concern and opportunities for Carnation. The community's needs and desires combined with the inventory and analysis contained in this Element were used to create a strategy to achieve the city's goals considering the existing conditions in the city. The following goals and policies provide guidelines and positive actions.

##### **GOAL LU1**

**To create a balanced community by providing for responsible growth that enhances the character of the community and values and protects property owners' rights.**

**Policy LU1.1** In its long-range land use management, the City will guide future growth in order to achieve the goals of the Comprehensive Plan.

**Policy LU1.2** The City will enact development regulations that mitigate adverse impacts on the community.

**Policy LU1.3** The City may select inter-jurisdictional programs which are consistent with the Comprehensive Plan to address problems or issues that affect the City and larger geographic areas.

**Policy LU1.4** The City will adopt zoning designations and an official Zoning Map to establish the distribution, extent, and location of land uses.

**Policy LU1.5** The City will strive to assure that basic community values and aspirations are reflected in the City's land use decisions, while recognizing the rights of individuals to use and develop private property in a manner consistent with City regulations.

## **GOAL LU2**

**To enhance the character of existing neighborhoods and encourage the development of new residential neighborhoods consistent with the values and goals contained in this plan.**

**Policy LU2.1** Encourage new development that provides a variety of housing densities, types, sizes, costs, and locations to meet future demand for a full range of housing options, including housing that is more affordable.

**Policy LU2.2** Where appropriate, require new residential development to connect with adjacent existing neighborhoods using streets, sidewalks, trails, or alleys.

**Policy LU2.3** Coordinate new residential development with the provision of an adequate level of services and facilities, such as schools, water, streets and parks, as established in the Capital Facilities Element.

**Policy LU2.4** Protect existing and proposed residential areas from intrusion of incompatible land uses.

## **GOAL LU3**

**To promote an active, diverse, integrated, and pedestrian oriented town center including the central business district and mixed-use zone along the SR203 corridor that provides goods and services attractive to residents and visitors alike.**

**Policy LU3.1** Land use regulations and decisions should support the business community's ability to provide the types of economic activities which best meet the needs and desires of the community.

**Policy LU3.2** Promote the establishment of diverse and compatible mixed uses, i.e.



retail, office, and multi-family and high-density single family residential development, within and around a walkable downtown area, as part of Carnation's Town Center.

**Policy LU3.3** Encourage shared parking opportunities to increase available parking spaces to serve downtown activities.

**Policy LU3.4** Encourage activities on the part of the business community and provide infrastructure that supports an appealing downtown corridor that expresses Carnation's unique sense of place. To the extent possible, public infrastructure should support attractive gathering places within the downtown area.

**Policy LU3.5** Ensure the safety and free flow of pedestrian movement by providing non-motorized pathways throughout the City that connect neighborhoods to the downtown area.

**Policy LU3.6** Encourage appropriate levels of landscaping for all development in the service commercial, central business district and mixed-use zones to buffer parking areas from the street, buffer incompatible uses and/or to provide shade and shelter along the street for pedestrians.

**Policy LU3.7** Establish development regulations that, to the extent possible, encourage an attractive mix of commercial uses within the downtown and provide for residential uses within walking distance.

**Policy LU3.8** Promote compatibility of future development with adjacent land uses.

#### **GOAL LU4**

**To enhance and maintain the character of the City by guiding land uses, development, services and facilities consistent with this plan and to promote orderly and efficient land use.**

**Policy LU4.1** Ensure that new developments do not outpace the City's ability to provide and maintain adequate public facilities and services by allowing new developments to occur only when and where adequate facilities exist or will be provided.

**Policy LU4.2** The City shall evaluate proposed development plans to determine whether existing public facilities have capacity to serve the development, or whether the developer will need to provide additional public facilities.

**Policy LU4.3** Ensure buffering between uses whenever new commercial or industrial uses abut residential neighborhoods.

**Policy LU4.4** Coordinate future land uses with the other elements of the Comprehensive Plan.

**Policy LU4.5** Encourage growth through infill and subdivision in accordance with urban services.

**Policy LU4.6** Use population projections based on land use to plan for adequate public services and infrastructure to serve the city in the future.

**Policy LU4.7** The City shall take reasonable measures to ensure that new development within the PAA is consistent with the zoning and other development standards of the City. Measures to ensure consistency may include, but are not limited to:

- A. Conditioning water and/or sewer service on development compliance with City development standards as determined by the City; and
- B. Joint land use planning with King County within the PAA; and
- C. Coordinated permit review with King County for development within the PAA; and
- D. Requests to modify PAA boundaries as necessary to include compatible development and exclude incompatible development.

**Policy LU4.8** The City shall review annexation of lands within the PAA at the earliest opportunity, to the extent the King County Boundary Review Board would not deny annexation. In order to facilitate annexation, the City shall require developers to sign annexation no protest agreements as a condition of the extension of sewer or water service.

**Policy LU4.9** The City shall take all reasonable and legal measures available to require connection to the City's sewer system.

**Policy LU4.10** The planning area shall include all lands within the current city limits and sufficient land contiguous to the city limits as established by King County to be able to support Carnation's growth through the year 2044 without major adverse environmental impacts.

**Policy LU4.11** Annexations of property within the Potential Annexation Area shall take place only using methods permitted by state law.

**Policy LU4.12** Participate with King County in the Planned Annexation Agreement (PAA) process to come to agreement with the County on the annexation, financing, public improvement, and development issues in Carnation's PAA.

**Policy LU4.13** The City will process land use permits in a consistent and timely manner, in accordance with state and local laws and regulations.

## **GOAL LU5**

**To preserve and promote Carnation's historical small-town character.**

**Policy LU5.1** Coordinate with the County to control and mitigate development impacts outside of the designated PAA. Support the County-wide planning policies that limit or prevent development of forests, farms, and mineral resources areas in adjacent areas of unincorporated King County.

**Policy LU5.2** Promote commercial uses like Agri-tourism enhanced by the city's horticultural heritage.

**Policy LU5.3** Promote architecture that is pedestrian friendly and conducive to human interaction.

**Policy LU5.4** Provide for subdivision design that is pedestrian friendly and promotes connectivity throughout the City via through-streets, walkways and pathways that connect neighborhoods.

**Policy LU5.5** Continue to develop and update land use regulations that preserve and promote Carnation's historical small-town character.

## **GOAL LU6**

**To promote land use that minimizes impacts to the natural environment and maximizes efficient use of resources through energy and water conservation.**

**Policy LU6.1** Promote commercial and industrial districts that allow for the growth of employment opportunities while maintaining the small-town character of Carnation. More employment opportunities for residents can reduce the need for commuting to employment centers outside of the city.

**Policy LU6.2** Promote a compact and walkable city form by concentrating dense residential land uses in and around the business center, promoting pedestrian and bicycle access from neighborhoods to businesses and services, and working towards a system of linked pedestrian and bicycle trails throughout the City.

**Policy LU6.3** As City resources allow, promote green building practices and policies that are sensitive to environmental impacts and promote effective use of resources, including but not limited to Leadership in Energy & Environmental Design (LEED) and Built Green certification of new construction, and the use of Low Impact Development (LID) techniques to reduce storm water impacts.

**Policy LU6.4** The City may utilize systems such as LEED or Built Green certification to ascertain the level of environmental protection and energy efficiency achieved.

**Policy LU6.5** Development regulations should allow for food production as accessory uses while protecting neighboring properties from noise, odors or other impacts.

**Policy LU6.6** To promote land use decisions that will reduce the production of greenhouse gases by reducing vehicular miles traveled, retaining and expanding tree canopy, and reducing energy use.

**Policy LU6.7** Development regulations shall protect the quality and quantity of groundwater used for public water supplies and prevent discharges of pollutants into the state waters.

**Policy LU 6.8** Evaluate the feasibility of adopting a Night Sky initiative to reduce light pollution and reduce energy use. Examples include LED lights and fixtures that prevent light spills and discouraging the use of up-lighting in non-essential areas.

**Policy LU 6.9** Develop a tree ordinance and update landscape standards for the protection, retention and care of City trees.

**Policy LU 6.10** Give special consideration to achieving environmental justice, including efforts to avoid creating or worsening environmental health disparities.

## **GOAL LU7**

### **Protect, preserve and enhance those features of the natural environment which are most sensitive to human activities**

**Policy LU7.1** The City of Carnation shall map and designate critical areas as defined in the city's development regulations and shall require new development to delineate critical areas on properties to be developed, to evaluate potential impacts and to provide mitigation of impacts of development to critical areas, in accordance with the city's development regulations.

**Policy LU7.2** Provide incentives such as density credits for preservation of open space for habitat protection, hazard reduction and recreation.

**Policy LU7.3** The City shall, in cooperation with appropriate county, state and federal agencies, participate in restoration practices in critical areas when possible.

**Policy LU7.4** Any development in the floodplain or floodway shall meet the requirements of the National Flood Insurance Program (NFIP) regulations to ensure projects do not negatively impact or increase flood hazards or impact species listed under the Endangered Species Act (ESA).

**Policy LU7.5** Collaborate with the local Snoqualmie Tribe in promoting and protecting Carnation's various historic cultural resources.

## **GOAL LU8**

**To promote a healthy community through land use development that allows residents to walk or bicycle for recreation and to access goods and services.**

**Policy LU8.1** The City's land use decisions shall create a built environment that promotes and encourages physical activity through compact development and a looped system of safe and attractive pedestrian and bicycle accessways that link neighborhoods to each other and to the business district.

**Policy LU8.2** As part of its economic development strategy, the City will promote retention and expansion of existing businesses, and establishment of new businesses, in order to provide employment, goods and services within walking or bicycling distance to many City residents.

DRAFT

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## CHAPTER 5 – HOUSING ELEMENT **DRAFT**

### ***I. INTRODUCTION***

A Housing Element is one of the required elements of a Comprehensive Plan that cities must prepare in accordance with the Growth Management Act (GMA), codified at RCW 36.70A. Goal 4 of the GMA is for communities to “encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock” (RCW 36.70A.020.4). The Housing Element is the basis for ensuring new housing is available to accommodate increases in the population over the next twenty years, including housing opportunities for the full range of households.

**The Carnation Housing Needs Assessment (HNA) and Housing Action Plan (HAP) both completed in 2023 provide a more detailed analysis and strategies for Carnation’s housing. The 2023 HNA and 2023 HAP are adopted by reference into this Element.**

### **AFFORDABLE HOUSING**

Housing is defined as *affordable* if its occupants pay no more than 30% of their income for rent or mortgage payments plus utility costs. Households that pay more than 30% of their income on housing are considered “cost-burdened”, and households that pay more than 50% are considered “severely cost-burdened”. In evaluating housing affordability, the cost of housing is compared to the Area Median Income (AMI) of three segments of the population:

1. Moderate income households – those earning from 50% to 80% of the AMI. Typically these households can afford rentals without cost burden, but may have difficulty purchasing a home.
2. Low income households – those households who earn up to 50% of the AMI. Even rental housing may create cost burden for these households.
3. Very low income households – these households earn up to 30% of the AMI, and may be severely cost burdened by the price of housing.

The average household income in the City of Carnation has increased at a rate much lower than the rate of average rent and home cost. Carnation’s median household income of \$112,000 per year is lower than the other cities in the region. The median home sales price index was just above \$1,000,000 in 2022.

Providing housing at costs that do not burden these households is a great challenge to communities. New housing is often priced beyond the affordability of these households, for a variety of reasons, such as limited land availability, the cost of construction, expensive utility and land development costs, etc. Land use and building code regulations can also add to the cost of new housing. Jurisdictions have

undertaken a wide range of actions to promote affordable housing, including increases in density, allowing innovative housing types, fee waivers, incentive zoning, etc.

Perhaps the most significant action taken by the City to create opportunities for diversified housing was the installation of a public sewer system. The sewer system allows development to achieve the densities identified in the Comprehensive Plan and Zoning Map.

Preservation of existing housing stock is another way to ensure that a range of housing types can be provided. This is especially true for Carnation, where much of the existing older housing stock has traditionally been a source of affordable housing for moderate and low income households. Strategies that preserve the affordability and safety of existing housing stock, including the Mobile Home Park, are important to Carnation in meeting its housing affordability goals.

## **VITALITY AND CHARACTER OF EXISTING NEIGHBORHOODS**

The requirements for the housing element as outlined in RCW 36.70A.070.2 include “ensuring the vitality and character of established residential neighborhoods”. The Carnation community takes great pride in its “small town” character, including the wealth of nearby open space and recreation opportunities, the scale and walkability of the community, views of the rural areas which surround the City, and the residential design characteristic of the original historic plat of the City. In addition to the Housing Element, other elements of the Comprehensive Plan identify and seek to preserve the desired qualities of Carnation while allowing for future growth consistent with this Plan. Goals and policies of the Housing Element will incorporate actions that preserve the community by:

- Providing for open spaces and natural landscapes that enhance the built environment;
- Minimizing conversion of undeveloped land into sprawling, low density housing
- Providing residential development at a scale that promotes non-vehicular access between neighborhoods and the commercial center;
- Preserving vistas;
- Maintaining compatibility between wildlife habitat and residential development;
- Protecting areas that have a higher risk of displacement from market forces that occur with changes to zoning development regulations and capital investments;
- Create equitable development initiatives, inclusionary zoning, tenant protections, land disposition policies, and consideration of land that may be used for affordable housing;
- Providing adequate housing facilities for Carnation’s increasing senior citizen community.



While Carnation will grow and is, in fact, an “urban” area, the City’s adopted vision is a rural scale “small town” farm community that integrates residential neighborhoods with the city’s commercial area and civic institutions. The City will encourage infill housing development that is compatible with the older parts of town and that seeks to preserve Carnation’s identity. Carnation’s housing goals seek to maintain and strengthen its neighborhoods as closely-knit places where people can know their neighbors and feel that they have a degree of control over their surroundings.

At present there is a small supply of vacant land within the city limits available for residential development. Future growth within the City will consist of infill development, relatively small residential subdivisions, and the redevelopment of parcels not built currently to capacity.

This section addresses the requirements of the Growth Management Act as they pertain to the Housing Element of the Comprehensive Plan. The Growth Management Act (RCW 36.70A.070) states that the housing element of the Comprehensive Plan must recognize “the vitality and character of established neighborhoods that:

- (a) includes an inventory and analysis of existing and projected housing needs;
- (b) includes a statement of goals, policies, and objectives for the preservation, improvement, and development of housing;
- (c) identifies sufficient land for housing, including, but not limited to government-assisted housing, housing for low-income families, manufactured housing, multifamily housing, and group homes and foster care facilities; and
- (d) makes adequate provisions for existing and projected needs of all economic segments of the community.”

## **CONSISTENCY WITH MULTI-COUNTY AND COUNTY PLANNING POLICIES**

The Growth Management Act requires counties to create planning policies in cooperation with the cities located within them, and the cities’ comprehensive plans are required to be consistent with the adopted Countywide Planning Policies (CPPs). Similarly, Multi-county Planning Policies (MPPs) are required to be developed by two or more counties with contiguous urban populations. In our region, the Puget Sound Regional Council (PSRC) created VISION 2050, the MPPs for the Puget Sound region, in cooperation with the counties and cities. Both the King County CPPs and the PSRC MPPs have policies related to housing, especially affordable housing.

VISION 2050, in its chapter on housing, identifies the responsibilities of local jurisdictions to "...preserve, improve, and expand housing stock in the region and to make a range of affordable, accessible, healthy, and safe housing choices available to every resident and to promote fair and equal access to housing for all people." As they possess the regulatory control over new housing development, local jurisdictions can also promote affordable housing by allowing for a wider array of housing densities and types, by streamlining permitting processes and reducing the costs of development as much as possible, by providing for adequate infrastructure, and "...by encouraging the reexamination of residential zoning to create more places for multifamily and middle density housing and to reform single family zoning to increase flexibility and opportunities."

In its Comprehensive Plan and Development Regulations, Carnation is complying with these policies by increasing lands zoned for a variety of housing densities and types, by working to reduce the costs of development through efficient infrastructure provision and permitting processes, and by providing density bonuses and subsidizing impact fees for housing that meets the definition of "affordable" over the long term for low and moderate income households. Carnation's zoning provides increased densities and various housing types within close proximity to the identified center and to transit service on SR203.

In terms of jobs/housing balance, a key concept in VISION 2050, is that Carnation "is meeting the housing needs of all households at a range of income levels in order to create a region that is livable for all residents and economically prosperous." Economic development strategies on the part of the City seek to expand local economic opportunities; however, proximity to regional job centers in Redmond, Issaquah and elsewhere in east King County may make provision of improved transit service a more efficient way to provide for employment opportunities. Transit service to Carnation and within the Snoqualmie Valley is somewhat limited, but Carnation is committed to working with other Valley cities, the Snoqualmie Tribe, Snoqualmie Valley Transportation, Hopelink and King County Metro to improve transit service for the Snoqualmie Valley as a whole.

Green practices through the re-use of recycled materials or universal design are encouraged. Current city policies allow permit applicants maximum flexibility within the regulatory framework of the adopted technical codes (International Building, Fire codes, etc.) and the 2012 Department of Ecology Stormwater Manual. Stormwater management in Carnation is low impact and requires on-site infiltration.

One way to promote green practices as well as provide affordable housing is to maintain existing housing stock where possible. Carnation's existing housing stock is aging and can benefit from regional providers of assistance to home-owners. The City provides information to citizens on such programs as the King County Housing Repair Programs and the Home Repair Program provided by Habitat for Humanity.

However, individual property owners will make the decision whether to remodel or retrofit existing housing, and in many cases the condition of the existing housing may not lend itself to preservation.

The King County chapter on housing in the CPPs identifies an unmet need in the County for housing that is affordable to households earning less than 80% of the Area Median Income (AMI). Cities within King County are encouraged to develop strategies to increase the amount of affordable housing provided in the future, as well as to preserve existing affordable housing.

Policy H-1 of Puget Sound Regional Council’s CPPs call for the cities within King County to work together to address the countywide need for affordable housing by percentage of AMI, as reflected in the following projected housing needs:

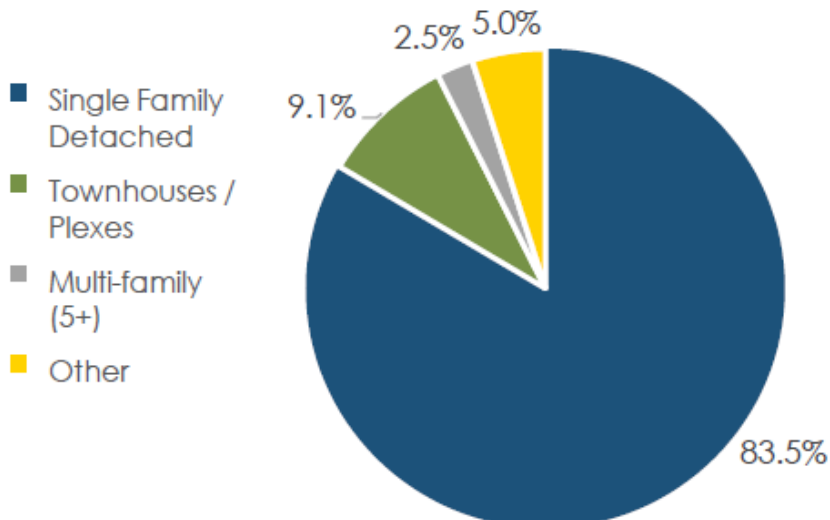
50 – 80% AMI (moderate)	16% of total housing supply
30 – 50% AMI (low)	12% of total housing supply
30% and below AMI (very low)	12% of total housing supply

As stated in the CPP’s, “[m]eeting the county’s affordable housing needs will require actions by a wide range of private for profit, non-profit and government entities, including substantial resources from federal, state and local levels.” In concert with the CPPs, local jurisdictions are required to provide zoning capacity for a range of housing types and densities, to meet housing targets and to promote housing development within designated centers and within proximity to employment opportunities, and to preserve existing affordable housing units. The CPPs call for cities to “plan for residential neighborhoods that protect and promote the health and well-being of residents by supporting active living and healthy eating, and by reducing exposure to harmful environments”. As stated above, Carnation’s zoning provides for a range of zoning densities and housing types. The Parks and Trails plan, the scale of the City, and adopted policies that promote non-motorized access in the Transportation Element provide excellent opportunities for residents to walk and bicycle. Carnation’s location within an agriculturally rich valley and u-pick farms also provides access to healthy eating, as well as a very active local Farmer’s Market is held weekly during summer months.

## II. INVENTORY AND ANALYSIS

### HOUSING SUPPLY

The existing housing stock in Carnation consists predominantly of single-family homes. Mobile homes, multi-family duplexes and apartments make up the remaining portion of the housing stock in Carnation. Within the current city limits, there are approximately 792 dwelling units. 83.5 percent are single-family homes, 9.1 percent are two-to-four-unit townhouses/plexes, 2.5 percent are 5 or more-unit multifamily dwellings, and 5 percent are mobile homes or another type. Moreover, of all units, more than 75 percent of units have either 3, 4, or 5 bedrooms (City of Carnation Housing Action Plan, 2023). The multi-family dwellings are located primarily within the older neighborhoods that are within a few blocks of SR203 (Tolt Avenue). The Mobile Home Park is located in the northeastern portion of the City, just east of the Snoqualmie Valley Trail. The rest of the City’s neighborhoods are predominantly single family, especially east of the Snoqualmie Valley Trail.



As identified in Table H-1, the majority of Carnation’s households (85 percent) are owner occupied. This is higher than the overall figure for the state (69 percent).

**Table H-1**

#### Owner Occupied vs. Renter Occupied in City Limits

Housing Type	Units	% of Total
Owner Occupied	664	85%
Renter Occupied	167	15%

Source: U.S. Bureau of the Census, 2020.

Carnation's housing stock is aging, with the majority of houses built before 2000 (84%) (City of Carnation Housing Action Plan, 2023). Approximately 16% of Carnation's housing was built prior to 1960, and another 20% between 1960 and 1980. After this, about 30% was built in the 1990s, including the Swiftwater and River's Edge subdivisions, as well as several smaller developments such as Cascade View, Carnation Meadows, and the Tallman subdivision. Development from 2000 to 2013 was limited to very few new homes, due to lack of infrastructure until 2008 when the sewer system became operational, and then as a result of the significant downturn in the economy that left little demand for new housing for several years.

Since 2014, new development has made up about 11% of Carnation's housing stock. From January 2019 to March 2024, the City has permitted 223 net new units. Current projects in progress include Tolt River Terrace, Tolt Place, Sno-Valley Senior Housing and 85 Degrees. This new construction will change the statistics on the age of the housing stock.

While Carnations' homes tend to be larger than the King County average, housing size varies within the city. The older neighborhoods tend to have smaller homes, especially the original plat near SR203. Homes in that neighborhood were built over a one hundred year period, and are quite varied as to size, design, etc. The newer neighborhoods tend to be larger and have more modern amenities.

The vacancy rate provided by the Selected Housing Characteristics table from the 2020 Census is 3.0%. King County vacancy rate is given as 5.5% in the same table. Vacancy rates have likely varied over the past few years, with higher vacancy rates in evidence during economic downturns while lower vacancy rates accompany economic booms. Currently, there appear to be a few homes for sale and/or rent within city limits, so it can be assumed that the vacancy rate is low at this time which also reflects the recent housing boom.

**Refer to the Housing Market section of the Carnation Housing Needs Assessment created in 2023 for a more detailed description of the housing supply.**

Table H-2 shows the distribution of rental prices in the City according to the 2020 Census. The median monthly cash rent in Carnation is shown as \$1,426. King County median monthly cash rental is \$1,695.

**Table H-2  
Monthly Cash Rent for Rental Units - 2020**

CASH RENT	# OF UNITS	% OF TOTAL
\$500 - \$749	14	9.1%
\$750 - \$999	76	49.4%
\$1,000 - \$1,499	32	20.8%
\$1,500 or more	32	20.8%
Total Occupied Units	118	
MEDIAN RENT		\$1,426

Source: U.S. Bureau of the Census, 2020. Selected Housing Characteristics .

**HOUSING NEEDS**

As described above, Carnation’s 2022 population of 2,160 represents an increase from the 2010 population, due most likely to the booming housing market and new development within the area. The average household size is 2.77 persons per household according to the 2020 Census. This is significantly higher than the King County average household size of 2.44 and is likely due to the prevalence of families with young children.

In general, Carnation neighborhoods are great places for families with children. Of Carnation’s households, 31% have household members 18 years or younger. For all households in King County, 19.8% have household members 18 or younger.

In addition, Carnation also has a growing senior citizen population, with approximately 45% of the population at (11% ages 65+) or nearing (34% ages 50-64) “retirement age” (City of Carnation Housing Action Plan, 2023). With the increasing aging population, Carnation will continue to look at ways to enable seniors to age in place. The commitment to making it easier to build ADUs and preservation of existing housing stock are ways Carnation is addressing this issue. Additionally, the Sno Valley Senior Housing project will provide 15 affordable senior housing units. This project is slated for completion in Summer 2024. Carnation will need to continue to be innovative in meeting the housing needs of its aging population.

At this time, there are no group housing facilities in Carnation.

The below table shows households by income level relative to median family income.

FY 2022 Income Limit Area	Median Family Income	FY 2022 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Seattle- Bellevue, WA HUD Metro FMR Area	\$134,600	Very Low (50%) Income Limits (\$)	45,300	51,800	58,250	64,700	69,900	75,100	80,250	85,450
		Extremely Low Income Limits*	27,200	31,050	34,950	38,800	41,950	45,050	48,150	51,250
		Low (80%) Income Limits (\$)	66,750	76,250	85,800	95,300	102,950	110,550	118,200	125,800

***The Affordable Housing Gap: Current Housing Costs Compared with Income***

Many of Carnation’s households are burdened by the cost of their housing and pay more than a third of their annual income towards the cost of their housing. For instance, as of 2019 (the latest year for which detailed estimates are available), approximately 25 percent (197 households) of Carnation’s 782 households were cost burdened. Of these cost burdened households, renter households are much more likely to pay more than a third of their income toward housing, with 53 percent of renter households being cost burdened, compared to 20 percent of households who live in owner-occupied units.

Using the more stringent “severe cost burden” threshold (households paying more than 50 percent of their income in rent or housing costs), 14 renter households (all making 50 percent or less of the median family income) and 39 owner households are severely cost burdened. This is a total of 53 households, or about 7 percent of the city’s households.

**III. FUTURE HOUSING NEEDS**

**POPULATION TRENDS**

The population of Carnation from 2022 (2,160 people) represents a slight increase from 2010 (2,081 people). An upward trend is expected to continue in future years, as new developments occur in Carnation. The population projections contained in the Land Use Element form the basis for the projections in the Housing Element. Future population growth was projected by estimating the number of new dwelling units that can be built over the next twenty years based on the Zoning Map adopted by the City in 2018, multiplied by the average number of persons per household.



While future projections that are specific to Carnation are not available for specific demographic groups, it is safe to assume that Carnation will continue to attract families with young children. Similarly, given the general aging of the population, and Carnation's attractive qualities of rural scale, walkability and the presence of the Sno-Valley Senior Center, households with senior's present will continue to be an important segment of Carnation's population. The City will continue to ensure its policies encourage development of housing and neighborhoods that are healthy and sustainable for both young families and seniors.

Future growth within the City also depends upon economic conditions. While there are not that many employment opportunities within the City, a strong local economy and job centers within a close commute support future housing development within Carnation. Retirees who do not need to be within commuting distance to a job may also find Carnation an attractive location to live, given its amenities and services that are well suited to seniors.

## **RESIDENTIAL CAPACITY**

The Growth Management Act (GMA) requires that local jurisdictions' comprehensive plans be consistent with targets for new households developed by counties and adopted in countywide planning policies (CPPs). The King County CPPs include a target for new residential development that is assigned to each city.

The GMA has given the City of Carnation a housing target of 799 units by 2044. With an average of 2.77 people occupying each unit, this translates to a population growth of an additional 2,213 people. This would bring the population of Carnation to 4,373, which doubles the current population of 2,160.

The City of Carnation proposes and embraces a more realistic alternative, consistent with the character the Carnation community wishes to preserve. We propose a base of 361 homes as a precursor to the 799. This would add an additional 1,000 people to the current Carnation population.

In order to reach the target of 799 housing units by 2044, it requires infrastructure improvements through partnership with regional and state partners. Infrastructure needed to support growth is necessary in transportation, utilities, transit, medical services, education and public safety. Of particular importance is infrastructure improvements to Carnation ingress and egress in the event of evacuation due to Tolt Dam failure and improving safety at SR203 and Tolt Hill Road. A traffic circle at SR203 and Tolt Hill Road has been identified as a priority safety infrastructure improvement to accommodate the current and future population of Carnation.

With the exception of the mobile home park zone, the high-density residential designation zones allow single family, multi-family, townhouses or cottage housing

developments, at densities ranging from 8 to 24 units per acre. Carnation's flexible approach to higher density residential development provides for a variety of housing products. This variety of housing types coupled with higher density will help meet a wide range of housing demand, in terms of cost, size and housing product.

### **Specific Housing Action Strategies for the Short-Term**

- Encourage a wide variety of housing types by making it easier to build ADUs.
- Encourage development that increases housing diversity.
- Improve the regulatory environment for permits by considering SEPA exemption options.
- Prevent and mitigate displacement by preserving existing affordable housing and help people stay in their homes.
- Strengthen protections for Mobile Home Park residents through zoning and other regulations.

**The complete 2023 Housing Action Plan (HAP) should be referenced for more detailed information.**

## **AFFORDABLE HOUSING**

The Growth Management Act, Vision 2050 (the Multi-County Planning Policies developed by the Puget Sound Regional Council), the King County Countywide Planning Policies and the City of Carnation housing policies all require the City to provide zoning for a range of housing to serve all segments of the future population. Carnation has taken action in a variety of ways to comply with this policy directive, including providing infrastructure to support future housing growth, providing zoning for a range of housing densities and types, reducing costs of infrastructure where possible, and providing incentives for affordable housing.

In 2008, Carnation was able to install a public sewer system to serve the City limits, thus allowing development at the densities identified in the city's Zoning Map. Carnation provides both water and sewer to its residents. Both water and sewer systems have adequate capacity to serve future growth.

Currently the majority of Carnation's housing is provided in single family neighborhoods with allowed densities ranging from 2.5 units per acre to 6 units per acre. Future development allowed by the Zoning Map provides a significant increase in capacity in both non-single family housing types as well as single family development at higher densities. The R12 zone allows densities at approximately 12 units per acre, which supports cottage housing, townhouse development, duplexes, multi-family and assisted living. The R24 zone allows housing at a maximum density of 24 units per acre, and allows apartments and townhouse development in addition to single family detached housing on small lots.

The R6 zone, which allows housing with a minimum lot size of 5,000 square feet, could provide housing affordable to those in the moderate income bracket. While there is no method of guaranteeing that housing at any of these densities will meet the definition of affordable to low or moderate income households, it does give opportunities for a more diverse array of housing options.

In addition to increased densities, Carnation also supports a variety of housing types. The city's development regulations allow for apartments, townhomes, small lot single family detached housing (similar to cottage housing) and accessory dwelling units, which are also allowed in all single family zones. A density bonus is available for housing that meets the definition of affordable to low and moderate income households.

Two current developments in construction, 85 Degrees and Tolt River Terrace, are building a diverse array of housing. 85 degrees is a townhome development and Tolt River Terrace includes townhomes and duplexes in addition to single family dwellings. Additionally, a 24-unit apartment complex was constructed in 2022 and a 5-unit apartment complex will be constructed in 2024. While not guaranteed to be affordable, these developments offer diversity of housing types.

The CPPs identify the countywide needs for affordable housing as follows: 16% of the City's housing capacity should be affordable for moderate income households; 12% for low income and another 12% for very low income households.

Although the City supports affordable housing options and offers density bonuses for housing that meets the definition of affordable, it requires public or private providers to build housing affordable to low and very low income households. The City's density bonus for affordable housing makes this type of development more feasible for builders and developers.

In summary, Carnation's zoning, regulations and policies combined with localized housing market conditions may be effective at lowering housing costs. Housing for low and very low income households is more of a challenge and requires a developer who wants to develop affordable housing in Carnation.

#### ***IV. GOALS AND POLICIES***

An analysis of existing housing and projected needs in the previous sections highlighted the areas of concern and opportunities for Carnation. The inventory and analysis contained in the Element provides information from which to develop goals and policies to achieve the City's housing needs.

##### **GOAL H1**

**Ensure adequate housing for all current and future residents of Carnation by achieving and maintaining a high quality residential housing stock.**

Policy H1.1 Encourage a mixture of dwelling unit types in appropriate areas.

Policy H1.2 Preserve the city's existing housing stock through code enforcement, appropriate zoning, and participation in rehabilitation programs.

Policy H1.3 Encourage the installation of appropriate supporting infrastructure including transit service in areas that are designated for higher density housing.

Policy H1.4 Endorse efforts by others such as the Senior Center to secure federal and/or state funds to provide housing for elderly and disabled citizens.

Policy H1.5 Work with preservation partners for the protection of historically significant housing sites and structures, including structures that are significant examples of the architectural design of their period.

Policy H1.6 Promote a jobs-housing balance by providing housing choices that are

available to workers.

## **GOAL H2**

**Encourage the provision of housing in a wide range of costs, with primary emphasis on housing units provided to low and moderate-income households.**

Policy H2.1 Review residential development regulations and revise as necessary to encourage a variety of housing densities and types including middle housing and workforce housing.

Policy H2.2 Encourage new residential development in and near the downtown area.

Policy H2.3 Encourage multi-family development where it can serve as a buffer between higher density uses and surrounding low-density residential development.

Policy H2.4 Encourage Accessory Dwelling Units in single-family residential zones.

Policy H2.5 Compile, and make available, housing and housing agency services information to assist both low- and moderate-income families in finding housing rehabilitation programs and to assist non-profit developers in locating suitable sites for affordable housing.

Policy H2.7 Encourage public, private and non-profit associations and joint public-private partnerships to enter the low and moderate-income housing market.

Policy H2.8 Enact local development standards and regulations which are in keeping with the city's vision, but do not unnecessarily add to housing costs.

Policy H2.9 Encourage local participation in public and private programs that facilitate home ownership by low and moderate-income families.

Policy H2.10 Continue to offer a density bonus for housing that meets the definition of affordable to low and moderate income households.

## **GOAL H3**

**Encourage residential design and development that strengthens the Carnation community and its rural city identity.**

Policy H3.1 Encourage infill development that is consistent with traditional structural design and building materials.

Policy H3.2 Encourage preservation of visual landscapes.

Policy H3.3 Maintain compatibility between wildlife habitat and residential development.

Policy H3.4 Encourage neighborhood design that promotes connectivity between neighborhoods and links residential development to the downtown in a walkable community.

Policy H3.5 Encourage sustainable building practices.

Policy H3.6 Preserve and enhance the City's tree canopy through landscape code and community engagement efforts.

# Frequently Asked Questions

Last updated December 2023



This document compiles frequently asked questions on PSRC’s plan review process and local comprehensive planning. Questions were identified from surveys of jurisdictional staff, outreach discussions, and the kick-off event for the [Passport to 2044 workshop series](#). More information is available on the [Plan Review website](#), or please feel free to reach out directly to PSRC staff at [planreview@psrc.org](mailto:planreview@psrc.org) with any questions. More questions may be added to this document over time. Washington State Department of Commerce has [their own FAQ on the periodic update](#).

## Jump to topic:

- [Plan Review, Certification, and the Plan Update Process](#)
- [Growth Targets, Capacity, and Housing](#)
- [Conditional Certification](#)
- [Other Comprehensive Planning Policy Topics](#)

## Plan Review and Certification

### What are PSRC’s review standards and what planning resources are available?

PSRC works with local governments to ensure that planning is coordinated and meets regional and state requirements. This includes review for consistency with the multicounty planning policies (MPPs) in [VISION 2050](#), the transportation components of the Growth Management Act, and the [Regional Transportation Plan](#). While PSRC will review and provide comments on a jurisdiction’s entire comprehensive plan, the focus areas for certification include policy areas with a nexus with transportation planning. PSRC’s [Plan Review Manual](#) provides information about the process, certification standards, and consistency tools for different types of plans. The process is also summarized in a June 2021 webinar—the [slides](#) and [recording](#) are available online.

PSRC has published several planning guides and data resources to help complete the update. These are available on PSRC’s [Planning Resources page](#) and more will be added through 2023. [Washington State Department of Commerce](#) and [MRSC](#) also provide many resources for plan updates and about the Washington Growth Management Act (GMA).

### What’s new in VISION 2050 and GMA since plans were last updated?

VISION 2050, the countywide planning policies, and countywide adopted growth targets have all been updated since the 2015/16 plans. PSRC has a [short overview](#) and [detailed matrix](#) of the policy changes





in VISION 2050. Many of these policy changes are reflected in updated countywide planning policies and targets. PSRC's [VISION 2050 Consistency Tools](#) include a "NEW" icon for new or expanded emphasis areas in VISION 2050.

The Growth Management Act has also been amended in several ways since the last plan updates, most notably changes to the Housing element (HB 1220) requirements. Commerce has a summary of [GMA amendments by year through 2020](#). MRSC also has summaries of GMA bills passed in [2021](#) and [2022](#), which included significant changes to the Housing element and plan deadlines, among other changes. The Commerce [periodic update checklist](#) highlights changes to state requirements since the last plan update cycle.

### What is PSRC's review timeline?

- **When would be a good time to meet with PSRC to review scope of work?**

PSRC encourages meeting and discussing plan scoping early in the update process and before you have a draft plan. The timing will depend on your plan update schedule, but generally, the earlier the better.

- **When would be a good time to send plan elements for review?**

We recommend submitting draft plans to PSRC during the planning commission's development of the draft, prior to your council's review. Drafts should be well-developed but should also be early enough in the process to provide sufficient time to address comments. The 60-day notification provided to the state before adoption provides limited opportunity to incorporate any recommended changes. Completing the consistency tool and providing early drafts to PSRC helps identify potential consistency issues before adoption.

### What's the difference between Commerce's checklist and PSRC's consistency tool?

Both documents have an important role in the periodic update, but their purpose and timing are different.

Commerce's [Periodic Update Checklists](#) helps counties and cities to identify components of comprehensive plans and development regulations that may need to be updated to reflect the latest local conditions or to comply with changes to GMA since the last periodic update cycle. Commerce's checklist is the first deliverable under the periodic update grants and should be completed and submitted to Commerce early in the planning process.

PSRC's Consistency Tool for Comprehensive Planning Policies ([PDF](#), [Formsite](#)) is used to evaluate consistency with certification requirements and should be submitted to PSRC with both draft and adopted comprehensive plans. Along with the [Plan Review Manual](#), the consistency tool is helpful when scoping plan updates, but the tool should be completed and submitted with the draft plan to reflect updated policy and page references. This will provide PSRC staff reviewing plans guidance on where to find elements under review.



### How do I submit my materials to PSRC and other agencies?

Materials can be submitted through the VISION 2050 Consistency Tool [Formsite](#) or via email to [planreview@psrc.org](mailto:planreview@psrc.org). Materials can be submitted to Commerce through the [PlanView](#) system. Plans can also be submitted to WSDOT for early coordination to the NW Region (King and Snohomish) or the Olympic Region (Kitsap and Pierce) by email ([more information](#)).

### How does PSRC's certification relate to appeals through the Growth Management Hearings Board?

PSRC's review and certification function is separate from challenges to the validity of policies or plans that may be brought before the Growth Management Hearings Board. PSRC's certification action is based on determining consistency with (1) the multicounty planning policies, which serve as the regional guidelines and principles, (2) the Regional Transportation Plan, and (3) Growth Management Act requirements for transportation planning. PSRC's certification process allows jurisdictions to be eligible for PSRC's federal transportation funding.

The Hearings Board has a quasi-judicial role when it is petitioned to review a set of policies or a plan. While there can be overlap with issues that are reviewed by the Hearings Board and PSRC, the Hearings Board process is set up to consider a much broader range of provisions from the entire body of requirements in the Growth Management Act and, unlike PSRC, can invalidate plans or regulations.

While appeals to the Growth Management Hearings Board are a separate process, appeals may address certification-related issues or require additional amendments. In some instances, PSRC may choose to delay certification until a Hearings Board appeal is complete.

### What is PSRC's availability to answer questions or present to planning commissions or city councils?

PSRC staff are happy to respond to questions and can provide presentations as needed. Please contact [planreview@psrc.org](mailto:planreview@psrc.org) to get in touch with staff. There are also a variety of materials on PSRC's [Plan Review web pages](#) that can be used to support council presentations if you want to incorporate content on regional plans or the plan review process into your own presentation and materials.

### In terms of certification, what are best practices from past comprehensive plan updates?

- **Use the consistency tool throughout the process.** This will help identify early on any topics that you should be sure to address in your plan.
- **Provide drafts to PSRC with sufficient time in advance of adoption.** A 60-day notice before adoption is required for Commerce, but we strongly advise providing additional time for us to review the plan so that comments can be addressed prior to adoption.
- **Consult your previous certification report.** Certification reports from the 2015/16 updates are available on [PSRC's website](#), and nearly all reports include comments for work that should be addressed in future plan updates.
- **Ask questions!** If you have questions or concerns, please reach out to [planreview@psrc.org](mailto:planreview@psrc.org). While PSRC's boards make the final certification decisions, PSRC staff are available to help all jurisdictions have a successful plan update process.



### **Are planning grants available to local governments?**

Grants to support the periodic update are available from the Washington State Department of Commerce on a formula basis, and Commerce has other planning grants available as well. Please visit the [Commerce website](#) for more information on planning grants. PSRC provides guidance and technical assistance but does not provide planning grants for jurisdictions.

### **What was changed when the Plan Review Manual was updated in September 2022?**

The [VISION 2050 Consistency Tools for Local Comprehensive Plans](#) (starting on pg. 32 of the [manual](#)) was updated with the direction of PSRC's Growth Management Policy Board to integrate the GMA requirements of HB 1220 and countywide housing needs. These updates put additional emphasis on increasing housing options, addressing racially disparate impacts and exclusion in housing, and better aligning housing choices with community needs.

### **Does the comprehensive plan need to be consistent with both the CPPs and the MPPs?**

In the central Puget Sound, plans must be consistent with both. PSRC has been actively involved with the updates to the countywide planning policies (CPPs), and the CPPs are largely consistent with the multicounty planning policies (MPPs). However, some counties have unique policies, topics, and requirements that extend beyond what is required in the MPPs. Please consult the CPPs to ensure consistency. While PSRC certifies both countywide planning policies and local comprehensive plans, PSRC does not review local comprehensive plans for consistency with countywide planning policies. However, plans could be appealed by interested parties to the Growth Management Hearings Board for inconsistencies with the CPPs.

### **What are the consequences if a city/county does not update a plan in compliance with PSRC and/or state requirements?**

There are several possible repercussions for either not adopting a plan or adopting a plan that isn't consistent with requirements.

- If a plan or required development regulations are not adopted, jurisdictions can lose eligibility for state grants. The Washington State Department of Commerce emphasizes that it is important to clearly document when the jurisdiction is taking final action on plan adoption. Commerce tracks plan adoptions on their [website](#).
- If PSRC does not certify the plan, jurisdictions can lose eligibility for PSRC-managed federal transportation funds and for adding projects to the Regional Transportation Improvement Program (TIP). Jurisdictions with conditionally certified plans are eligible to compete for funds. Jurisdictions that have not adopted a plan in a timely manner or followed conditions are not eligible for funding or adding projects to the TIP.
- Plans could be appealed to the [Growth Management Hearings Board](#) by interested parties for failure to act or inconsistencies with the Growth Management Act, the multicounty planning policies, or countywide planning policies.



## Growth Targets, Capacity, and Housing

### **Does our plan need to be consistent with countywide growth targets? Are targets a minimum or a maximum? What is the rationale?**

For PSRC certification, VISION 2050 states that plans need to demonstrate substantial consistency between the land use assumptions used throughout the plan and the adopted countywide growth targets. See p. 42 of [VISION 2050](#) and the VISION 2050 Consistency Tool for Comprehensive Plans for more information. A growth target is the amount of growth for the 20-year planning period that each jurisdiction has agreed to through the countywide process. A jurisdiction must provide sufficient capacity to accommodate the growth targets. Capacity for growth can exceed growth targets, which may be particularly important in planning for growth under new affordability requirements in HB 1220 (see questions below). Each county should have a process if growth targets need to be amended.

VISION 2050 emphasizes that where growth happens is important. Coordination and consistency among jurisdictions is critical in planning for transportation, achieving climate goals, understanding actual forecasted growth, and jobs-housing balance, among other reasons. Planning for growth targets that have been developed through the countywide process ensures coordinated growth throughout the region. For more information, please consult PSRC's overview on [Planning for Housing Needs and Growth Targets](#).

### **Do employment growth targets factor in the increase of working at home? What does COVID mean for growth targets?**

While work at home increased during the pandemic, most employees work outside of the home, and most jobs continue to have a physical location.

Over the long-term, PSRC's forecasts have been [reliable](#), even factoring in the ups and downs of employment cycles. Employment targets are focused on providing space for sufficient employment-related uses. While there is always uncertainty in planning for the future, it continues to be important to provide enough capacity and planning for employment uses. For the purpose of PSRC review, jurisdictions may consider work at home as a portion of their capacity for employment growth, provided that work at home can only accommodate a limited and justifiable amount of the workforce.

To explore data on telecommuting, there are several resources. PSRC fields a household travel survey every two years and asks about telecommuting within the region. PSRC's [survey data](#) provides information on telecommuting under the Worker drop-down. The Census Bureau also asks about [travel to work](#) in the American Community Survey (ACS). PSRC's [Community Profiles](#) (which mostly draw from ACS data) includes work at home shares in the Transportation -> Mode Share to Work tab.

### **What has been the process to update targets based on revised OFM forecasts or housing need estimates from Commerce?**

The 2022 Office of Financial Management (OFM) Growth Management Act projections were released in late 2022 and were substantially similar to the 2017 series that was used to develop growth targets. Counties reviewed the county control total used to ensure population targets remained within the OFM



range. Counties have also worked with Commerce directly on consistency between adopted housing targets and housing need estimates derived from the Housing for All Planning Tool (HAPT).

Any consideration of changes should occur through countywide planning forums before making adjustments to targets for individual communities.

### **Suppose planning to meet the housing requirements of HB 1220 results in a community having surplus residential capacity?**

Capacity and targets are related but different. Growth targets represent total growth expected during the 20-year planning period and are determined through the countywide process to allocate projected growth. VISION 2050 and the comprehensive plan review checklist state that capacity for growth can exceed targets. PSRC recognizes that additional capacity will help achieve adopted growth targets based on the type, location, and timing of development. Many jurisdictions may lack sufficient capacity to accommodate growth at lower income bands. That may mean revisiting capacity but doesn't necessarily mean the total amount of growth should change. The counties should have a process in place to adjust the targets if necessary. One caveat is that VISION 2050 includes a policy discouraging adding capacity in regional geographies that do not have high-capacity transit. When a community substantially increases capacity beyond its adopted target it should document how the additional capacity is necessary to support regional policies. For more information, please consult PSRC's overview on [Planning for Housing Needs and Growth Targets](#).

See Commerce's project page for more information on resources to [implement HB 1220 and update GMA Housing Elements](#), including guidance on land capacity.

### **The vast majority of our housing need allocation is in income bands under 80% AMI. We need more higher income housing to make our market-based affordable housing tools like inclusionary zoning and Multifamily Tax Exemption work to develop these lower-cost units. It's likely that we'll get more higher income units, based on our current trends. Can we increase our growth target?**

For PSRC certification, VISION 2050 states that jurisdictions need to plan for their countywide growth target. Increasing growth targets is not necessary to meet the requirements of HB 1220 and risks inconsistency with housing need allocations.

Growth targets are based on actual forecasted growth to the county and underpin collaborative planning to size the urban growth area, plan for transportation investments, and shape where growth happens across the county to meet climate goals. The adopted growth targets are consistent with forecasts - the most recent GMA projections at the end of 2022 showed only minor changes in forecasted growth to the counties. The region needs more housing, but jurisdictions should coordinate through the countywide process if they want to change their housing targets.

Capacity is related to but distinct from growth targets. Capacity within cities and urban areas may be higher than the target to ensure densities at different income levels are possible.

Changing growth targets and housing needs allocations in comprehensive plans risks inconsistency with the countywide housing need allocations. A city or county's allocated housing need is based on a



collaborative process. If individual jurisdictions increase allocations at higher incomes, this risks planning for growth that does not align with the distribution of countywide need. For more information, please consult PSRC's overview on [Planning for Housing Needs and Growth Targets](#).

The role of housing need allocations is to provide sufficient capacity at different affordability levels and to demonstrate jurisdictions are removing barriers to potentially developing affordable housing. Comprehensive planning is about setting up the conditions for growth to occur. The GMA requirements are to identify appropriate tools and strategies to enable housing development to occur, not to guarantee development or preservation of units at different income levels.

**Buildable lands says we have adequate housing capacity. Reality says we don't. How does the GMA resolve this incongruity?**

Buildable Lands uses a number of reasonable assumptions to estimate capacity, but the timing, location, and type of capacity documented in Buildable Lands may not be sufficient for the growth your jurisdiction is planning for or experiencing. Like the question above, jurisdictions should evaluate capacity across several factors and may need to provide additional capacity to ensure the growth targets in the plan can be achieved during the planning period.

**Our jurisdiction contributes to a subregional housing organization that builds and preserves affordable housing. How do we take credit for these units in addressing requirements under HB 1220? [new question]**

Among other requirements from HB 1220, jurisdictions need to document barriers to addressing housing needs and appropriate tools and strategies to address needs at different income levels. Jurisdictions should document the tools and strategies they plan to take to meet housing needs, which may include direct financial contributions. PSRC's review focuses on planning-level assumptions - cities and counties do not need to provide a unit-by-unit accounting of how all housing need can be achieved with adopted housing tools. Financial contributions to building and preserving affordable units are an important approach to leveraging resources, even if the units are located in a different jurisdiction. Please also see [Commerce's guidance on housing elements](#), particularly discussion of "adequate provisions"

Regardless of the tools and strategies jurisdictions plan to use, GMA requires all cities and counties to demonstrate they have sufficient zoned capacity to meet their allocated housing needs.

## Conditional Certification

**What is conditional certification?**

Plans that are conditionally certified meet a majority of planning requirements for consistency with the multicounty planning policies, the Regional Transportation Plan, and the Growth Management Act. They require limited additional work in order to be in full conformity with criteria for certification. PSRC staff will reach out to jurisdictional staff on certification issues prior to board review.



Jurisdictions that are conditionally certified are eligible to apply for regional funding and may proceed with projects submitted into the Regional Transportation Improvement Program, provided that they follow the required conditions of approval.

### Why were plans conditionally certified in the past? Any lessons learned?

There were a few reoccurring certification issues in the 2015/16 updates. Here are the main issues identified in conditional certification and tips for addressing them:

- **Growth targets.** Local plans are expected to use land use assumptions that are substantially consistent with the targets adopted by the county or countywide planning organization. Jurisdictions were conditionally certified for planning for growth in their comprehensive plan that was substantially out of alignment with growth targets. Land use capacity may exceed targets. [VISION 2050](#) includes additional guidance (see p. 42) on aligning local plans with the Regional Growth Strategy and targets.
  - **Rate of growth.** Local plans were not conditioned due to the rate of actual growth occurring in a community. Certification review focuses on comprehensive plans and how communities account for adopted targets and, if necessary, discrepancies between targets and anticipated growth.
- **Capacity.** A fundamental expectation of the Growth Management Act is providing enough capacity for growth. RCW 36.70a requires that plans provide sufficient capacity for planned growth. If the most recent Buildable Lands report or other land capacity analysis shows a shortfall, the plan must document how growth can be accommodated. Housing need at various income bands may require different types of capacity, even if the total housing capacity in a jurisdiction is sufficient. Zoned development capacity should at least meet if not exceed growth allocations for both housing capacity and employment capacity.
- **Nonmotorized transportation.** The Growth Management Act requires planning for bicycle and pedestrian facilities, and PSRC reviews to ensure plans address nonmotorized transportation. WA Department of Commerce's [Guide to your Transportation Element](#) provides an overview of the planning requirements.
- **Internal inconsistencies.** The comprehensive plan must use the same growth assumptions throughout. This is sometimes a simple drafting error and sometimes a much more complex problem, but the plan should clearly state one set of assumptions for future population, housing, and jobs across all plan elements. The Transportation element includes travel forecasting based on those land use assumptions. If you are working with a consultant on travel modeling, please ensure that they are working with assumptions that are consistent with other elements of the plan.
- **Projects in the Regional Transportation Plan.** Most communities are served by state routes. Travel modeling and other planning assumptions should assume transportation investments only on state routes that have been formally identified in the Regional Transportation Plan. Your plan





can identify community desires for investments or changes on state facilities, but travel forecasts or project lists shouldn't be predicated on unplanned investments from other agencies.

While conditional certification provides additional time to address specific issues, full certification after adoption is the preferred outcome for jurisdictions and PSRC. Please reach out to PSRC staff or consult the [Plan Review Manual](#) if you have any questions on requirements.

## Other Comprehensive Planning Policy Topics

### Can I use PSRC's SEPA work on VISION 2050 for our environmental review?

The VISION 2050 Supplemental Environmental Impact Statement (SEIS) was prepared with the recognition that countywide planning groups, local jurisdictions, and other agencies developing plan amendments and updates could reference the regional environmental analysis (see WAC 17-11-655 Incorporation by Reference). Plans and plan amendments demonstrating consistency with VISION 2050 could use the VISION 2050 SEIS as a supporting document to address anticipated impacts within the range analyzed by the SEIS. To make this assessment of consistency, an independent SEPA review and document should be completed.

### Which Tribes should we coordinate with on the comprehensive plan update?

To identify which Tribes might be interested in coordinating on your comprehensive plan update, visit the Department of Archaeology and Historic Preservation's [Tribal Consultation](#) webpage. It has an interactive map of Tribal areas of interest. Click on each Tribe to see which Tribes include your jurisdiction in their area of interest. PSRC developed a short guide on [Coordination with Tribes in Comprehensive Planning](#). While it cannot replace communication with Tribe members and staff, the guide provides an overview of topics of interest to Tribes.

### Does PSRC have data to support plan updates?

Yes, PSRC has a variety of data resources that can help inform your plan. PSRC's [Community Profiles](#) make it easy to see Census data at the jurisdictional level, and the [Transportation System Conditions Tool](#) could be helpful for updating Transportation elements. PSRC has a [Data Portal](#), which allows users to access, explore and build maps using regional datasets, including employment data, Displacement Risk Mapping, Opportunity Mapping, and the Regional Open Space Network. PSRC will release an updated forecast product in 2023 (LUV-it) that will represent the adopted growth targets and the VISION 2050 Regional Growth Strategy.

### Does PSRC provide support for transportation demand modeling?

Yes, PSRC can provide some types of modeling support for local governments. Since the last periodic comprehensive plan updates, PSRC has replaced its trip-based travel demand model with SoundCast, an activity-based model. While SoundCast requires parcel-level inputs to run, PSRC staff have developed a tool that enables users to shift around a baseline set of parcel inputs (which can be provided from PSRC's Land Use Vision forecast product) to align with scenario assumptions. Given the trip-based model is no longer being updated, jurisdictions and their consultants may wish to learn more about what [SoundCast](#) offers.



For jurisdictions that are continuing to use the legacy trip-based model, the most common support PSRC provides is trip generation. PSRC can run city-developed land use inputs through the regional model to provide projected trips by origin and destinations. After that, consultants or local staff typically complete additional modeling work to understand the impacts to local facilities. PSRC does not run multiple travel demand modeling scenarios for jurisdictions, recognizing that the networks and zone system used in the regional model lack the detail needed to support the subarea analysis typically done for comprehensive plan updates. Other commonly requested modeling support has been travel growth rates by facility, where PSRC provides outputs from the Regional Transportation Plan modeling. These can be useful in some types of studies, with the important caveat that the future year volumes are tied to network and land use assumptions that may not align with local scenario or growth assumptions. Data requests can take time, so please plan ahead if you are seeking modeling support from PSRC. For more information on PSRC travel model support, contact Kris Overby ([koverby@psrc.org](mailto:koverby@psrc.org)).

### **How should we address regional growth centers and manufacturing/industrial centers in the comprehensive plan update?**

Local comprehensive plan updates are an important time to consider the role of designated regional centers. VISION 2050 calls for communities to focus growth and prioritize investments in centers. Jurisdictions should also consider the role of regional growth centers in addressing affordable housing needs and steps to reduce and mitigate displacement of existing residents and businesses. The comprehensive plan update is an ideal time to address planning expectations for centers.

In 2025, PSRC will conduct a monitoring review to ensure that all existing regional centers fully meet eligibility and designation criteria similar to new centers. These requirements include local commitment, an updated subarea plan, and other criteria as documented in the [Regional Centers Framework Update](#). More information about the requirements and process are included in the December 2022 [Passport to 2044: TOD & Centers](#) webinar.

Considering a new regional center in your community? Review the [eligibility requirements](#) and contact PSRC staff for more information and discuss the process.

### **How should we address airports that are in or adjacent to our community in the comprehensive plan?**

State law (RCW 36.70.547) and VISION 2050 (MPP-DP-48) require protecting airport operations by discouraging incompatible adjacent uses. PSRC has published guidance on [Airport Compatible Land Use](#) that jurisdictions adjacent to airports should consult. Jurisdictions should also coordinate with WSDOT on aviation issues. WSDOT provides more guidance on land use adjacent to airports on [their website](#) and through an [online mapper](#).

### **Do we need to plan for multimodal level-of-service standards in our 2024 update? [new question]**

In the central Puget Sound region, jurisdictions should include multimodal level of service standards in their 2024 comprehensive plans per VISION 2050 (see MPP-DP-52 and DP-53). PSRC's [Transportation Element Guide](#) outlines minimum standards for comprehensive plans to address:

- A methodology to evaluate levels of service for transit, bicycles, pedestrians and vehicles
- A level-of-service standard based on the methodology



- Identification of existing and future deficiencies
- Measures for addressing existing and future deficiencies

Please see [the guidance](#) for additional information.

HB 1181 includes several updated requirements for comprehensive plans, including a statewide requirement for multimodal level of service standards and new concurrency requirements. Jurisdictions in the central Puget Sound with more than 6,000 residents have until 2029 to meet the complete set of updated climate and transportation requirements, but several aspects of HB 1181 are already required through the multicounty and countywide planning policies. Jurisdictions in this region will have a head-start on multimodal level of service standards because they are already required in 2024 plans per regional policy. We expect the state will provide additional guidance on meeting new requirements under HB 1118.



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## CARNATION PLANNING AND PARKS BOARD Regular Meeting Minutes 05.28.2024

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

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- 1) **CALL TO ORDER:** Co-Chair Ron Lundeen  
AT 5:03 P.M.
  
- 2) **ROLL CALL:** Beth Offeman  
**PRESENT:** Co-Chair Lundeen, Board Member Anschell, Board Member Enciso, Board Member Sherfey, Board Member Wallace. Board Member Mellin arrived at 5:15. Special Guest Honorary Parks Consultant Tali.  
**ABSENT:** Co-Chair Habell
  
- 3) **APPROVAL OF AGENDA**  
MOTION BY BOARD MEMBER WALLACE SECOND BY BOARD MEMBER SHERFEY TO ADD TREE DISCUSSION TO AGENDA. MOTION PASSED (5-0)
  
- 4) **APPROVAL OF MINUTES:**
  - a) April 23, 2024  
MOTION BY BOARD MEMBER SHERFEY SECOND BY BOARD MEMBER ANSCHELL TO APPROVE THE MINUTES. MOTION PASSED (5-0).
  
- 5) **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.*  
  
NO PUBLIC COMMENT GIVEN
  
- 6) **PRESENTATION/DISCUSSION:**
  - a) Special guest and honorary Parks Consultant Tali presented her ideas for a new park and described her favorite playground equipment, which included hidden spaces, spinning features and a giant domed spiderweb with interior dome. Tali gave a review of the newly designed River's Edge Park.
  
- 7) **NEW BUSINESS:**

- a) Permit Manager Beth Offeman presented the Screening and Landscaping code and described updates and enhancements. Board expressed desire to clarify and differentiate Semi-Opaque and Broken Screen landscaping types and to add specific desirable and prohibited plant/tree species to code. Board also expressed desire to require landscape code for new single-family homes.
- b) Deputy City Manager Ender presented the current Street Standards and described updates being considered. Board expressed desire to add bike lane striping to major arterial streets such as Entwistle.
- c) Deputy City Manager Ender updated the Board on new horse and equipment warranty repairs at Fred Hockert Park.
- d) Board Member Wallace expressed his desire to create an official Tree Board that reports to Planning and Parks Board, raise funds for Tree City plans and adopt a City Ordinance around trees. Deputy City Manager Ender will explore next steps for presenting to sharing with Council and also pointed out that any group of citizens can form a committee, outside of a City committee- A reminder to be mindful of creating a quorum if Planning and Parks Board members are part of another committee. Ender also assured Planning and Parks Board members that the tree ordinance they recommended will be presented to Council once a tree policy or framework is ready to be presented with it.

## 8) COUNCIL NEWS

Deputy City Manager Ender presented the latest Council news:

- a) Tractor seats are being donated to the Triangle by the Lee Arts Foundation
- b) The Snoqualmie Tribe in cooperation with Lee Arts Foundation is placing a hand-carved bench at Tolt Commons
- c) A parking master plan will be developed in 2025
- d) City Council discussed drafts of transportation, utilities and capital facilities comprehensive plan elements and future land use map
- e) No fees to reserve City parks or facilities; Deputy City Manager Ender to check on insurance requirements for park reservations.

## 9) OLD BUSINESS

- a) Deputy City Manager Ender updated Board on River's Edge Park equipment order and expected installation time
- b) Triangle Activation; grant denied (the City didn't score high enough given our median income and home price) but the City still has plans to move forward
- c) Summer Camps – scholarships available. Deputy City Manager Ender updated Board on enrollment status and announced new drinking fountain/water bottle station/dog watering station installed at Valley Memorial Park.
- d) Summer Fun Community Calendar: <https://www.carnationwa.gov/summer-fun-calendar/>

## 10) FUTURE AGENDAS:

- a) Regular Meeting: June 25, 2024 – CANCELLED
- b) Special Meeting: June 11, 2024

**11) OTHER**

Board Member Enciso noted that a tree at Valley Memorial appeared distressed and in need of an arborist evaluation and trimming.

**12) ADJOURNMENT:** Co-Chair Ron Lundeen  
AT 7:03 P.M.

	July 2, 2024 6:00 PM (Post Agenda June 28)	July 16, 2024 6:00 PM (Post Agenda June 28)	August 6th 2024 6:00 PM (Post Agenda August 2 <sup>nd</sup> )	FUTURE ITEMS
<b>2 – Pledge of Allegiance (Alphabetical by last name)</b>	Deputy Mayor Hawkins	Councilmember Merizan	Councilmember Nelson	
<b>5 – Public Comment (at 6:05 PM)</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>Regular Meeting: June 18, 2024</li> </ul>	Approval of Minutes: <ul style="list-style-type: none"> <li>Regular Meeting: July 2, 2024</li> </ul>	Approval of Minutes: Regular Meeting: July 2, 2024	
<b>6b – Claims</b>	Approval of Claims: June 5, 2024 -	Approval of Claims:	Approval of Claims:	
<b>6c – 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>June 1 – June 30, 2024</li> </ul>	Approval of Payroll: N/A	
<b>6d – Agenda Bills</b>	AB24-XX	AB24-XX	AB24-XX	
<b>7 - Proclamations</b>	NONE	NONE	NONE	
<b>8 - PH Date Setting</b>	NONE	NONE	NONE	
<b>9 - Public Hearings</b>	NONE	NONE	NONE	
<b>10 – Council Reports &amp; Requests</b>	Council	Council	Council	
<b>11 – Staff Reports</b>	City Manager's Office <ul style="list-style-type: none"> <li>Q2 Report</li> </ul>	City Manager's Office	City Manager's Office	
<b>12 – Executive Session</b>	NONE	NONE	NONE	
<b>13 – External Presentations</b>	KC Lower Frew Project Presentation	NONE	NONE	



<b>14 – Agenda Bills</b>	<ul style="list-style-type: none"> <li>AB24-XX Fire code amendment (RE)</li> </ul>	<ul style="list-style-type: none"> <li>AB24-XX Budget Amendment (AC)</li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>	
<b>15 – Staff Discussion Items</b>	NONE	NONE	NONE	
<b>16 – Capital Purchases</b>	NONE	NONE	NONE	
<b>17 – Information / Clarification / General Direction Items</b>	Council	Council		
<b>18 – Public Records Requests</b>	NONE	NONE	NONE	
<b>19 – Planning and Parks Board Minutes – Second Tuesday</b>	N/A	June 11, 2024 – Special Meeting	N/A	
<b>20 – Future Parks and Planning Meeting</b>	July 23, 2024 <ul style="list-style-type: none"> <li>5:00 PM</li> </ul>		August 27, 2024 <ul style="list-style-type: none"> <li>5:00 PM</li> </ul>	
<b>21 - Future Committee Meetings</b>	Housing and Land Use <ul style="list-style-type: none"> <li>July 12, 2024</li> <li>10:00 AM</li> </ul> Finance and Operations Committee <ul style="list-style-type: none"> <li>July 17, 2024</li> <li>5:00 PM</li> </ul>	Finance and Operations Committee <ul style="list-style-type: none"> <li>August 21, 2024</li> <li>5:00 PM</li> </ul> Community Development <ul style="list-style-type: none"> <li>September 9, 2024</li> <li>3:00 PM</li> </ul>	Finance and Operations Committee <ul style="list-style-type: none"> <li>August 21, 2024</li> <li>5:00 PM</li> </ul> Community Development <ul style="list-style-type: none"> <li>September 9, 2024</li> <li>3:00 PM</li> </ul> <ul style="list-style-type: none"> <li>Public Safety</li> <li>September 9, 2024</li> <li>5:00 PM</li> </ul>	
<b>22 – Future Council Meetings</b>	July 16, 2024 <ul style="list-style-type: none"> <li>Regular Session</li> </ul>	August 6, 2024 <ul style="list-style-type: none"> <li>Regular Session</li> </ul>	<ul style="list-style-type: none"> <li>August 20, 2024</li> <li>Regular Session</li> </ul>	
<b>A</b>	August 6, 2024 <ul style="list-style-type: none"> <li>Regular Session</li> </ul>	August 20, 2024 <ul style="list-style-type: none"> <li>Regular Session</li> </ul>	<ul style="list-style-type: none"> <li>September 3, 2024</li> <li>Regular Session</li> </ul>	
<b>B</b>				