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## CARNATION CITY COUNCIL AGENDA Special Meeting

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

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**DATE:** August 5, 2024

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

**JOIN ONLINE VIA ZOOM:** [Click here for Zoom!](#)

**Meeting ID:** 872 4500 0704

**Passcode:** 894457

**Dial by location:** (253) 205- 0468

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

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- 1) **CALL TO ORDER:** Mayor Jim Ribail
- 2) **PLEDGE OF ALLEGIANCE:** Deputy Mayor Hawkins
- 3) **ROLL CALL:** City Clerk Lora Wilmes
- 4) **APPROVAL OF AGENDA:** Council of the Whole
- 5) **PUBLIC COMMENT & REQUESTS:** *Public comment on meeting items or other issues of note or concern. Comments may be submitted in advance by writing or e-mailing [clerk@carnationwa.gov](mailto:clerk@carnationwa.gov), or made in person, or by telephone or computer connection at the time of the meeting. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes.*
- 6) **CONSENT AGENDA:**
  - a) Approval of Minutes
    - i) Regular Session: July 16, 2024 p.4
    - ii) Special Session: July 30, 2024 p.9
  - b) Approval of Claims
    - i) July 8 – July 22, 2024 p.10  
(1) \$ 546,724.37
  - c) Approval of Payroll
    - i) NONE

- d) Agenda Bills
  - i) AB24-67 A motion to adopt Resolution number 24-523 approving the final plat for the Tolt Place subdivision No. LP 21-0001. [p.12](#)
  - ii) AB24-68 A motion to authorize Interim Public Works Director to sign Change Order No. 1 for the East Bird Capital Improvement Project. [p.16](#)
  - iii) A motion to authorize Interim City Manager to enter into a contract with Bear Creek Landscaping and Construction for River's Edge Park landscaping, irrigation, drywell and fence in an amount not to exceed \$68,000 including tax. [p.24](#)

**7) PROCLAMATIONS:**

- a) Public Works Appreciation Day [p.46](#)

**8) PUBLIC HEARING DATE SETTING:**

- a) AB24-69 A motion to set a Public Hearing Date for August 20, 2024, for draft Design Standards. [p.47](#)
- b) AB24-70 A motion to set a Public Hearing date for August 13, 2024, in order to extend temporary building moratorium Ordinance 24-985 until September 30, 2024 unless terminated earlier. [p.48](#)
- c) AB24-71 A motion to set a Public Hearing Date for August 20, 2024, for draft Landscape Standards. [p.49](#)

**9) PUBLIC HEARINGS:**

- a) NONE

**10) 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 the public to understand how the Councilmembers spend their time.*

**11) STAFF REPORTS:**

- a) Interim City Manager's Office Report

**12) EXECUTIVE SESSION:**

- a) NONE

**13) EXTERNAL PRESENTATIONS:**

- a) NONE

**14) AGENDA BILLS:**

- a) AB24-62 A motion to accept Green City Policy 2024-1 Urban Canopy. [p.50](#)
- b) AB24-72 An ordinance amending the Carnation Municipal Code to add a Chapter 14.08 entitled "Tree Protection and Preservation". [p.57](#)

- c) AB24-73 A motion to accept the Finance and Operations Committee’s recommendation for the second round award of the Carnation Destination Fund and Residents Fund. [p.64](#)
- d) AB24-74 An ordinance repealing Chapter 8.22 Parades and Public Assemblies and adding Chapter 5.60: Special Events to The Carnation Municipal Code. [p.70](#)
- e) AB24-75 A motion to amend Carnation Municipal Code Section 3.48.060 to include accessory dwelling unit (ADU) Construction in the exemption category for school impact fees. [p.77](#)

**15) STAFF DISCUSSION ITEMS**

- a) NONE

**16) CAPITAL PURCHASES:**

- a) NONE

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

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

- a) City Manager Search – Council of the Whole
- b) Lifestyle Photoshoot – Councilmember Merizan

**18) PUBLIC RECORDS REQUESTS:**

- a) Harris, Tim – Comprehensive Plan
- b) Betts, Matterson, Mines – Permitting

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

- a) NONE

**20) FUTURE COMMITTEE MEETINGS:**

- a) Finance and Operations Committee
  - (1) August 21, 2024, at 5:00 PM
- b) Safety Committee
  - (1) September 9, 2024 at 5:00 PM

**21) FUTURE COUNCIL MEETINGS: [p.82](#)**

- a) August 20, 2024- Study Session
  - i) 5:00 PM – 5:45 PM
- b) August 20, 2024 – Regular Meeting
  - i) 6:00 PM - 9:30 PM
- c) September 3, 2024 - Regular Meeting
  - i) 6:00 PM - 9:30 PM

**22) ADJOURNMENT:** Mayor Jim Ribail



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## CARNATION CITY COUNCIL AGENDA Regular Meeting Minutes 07-18-24

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

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- 1) **CALL TO ORDER:** Mayor Jim Ribail  
At: 6:01 PM
  
- 2) **PLEDGE OF ALLEGIANCE:** Councilmember Ryan Burrell  
\*Pledge of Allegiance led by Mayor Ribail
  
- 3) **ROLL CALL:** City Clerk Lora Wilmes  
**Present:** Councilmember Nelson, Deputy Mayor Hawkins, Mayor Ribail.  
Councilmember Merizan is present remotely.  
**Not present:** Councilmember Burrell  
Councilmember Burrell joins the session at 6:11 PM.
  
- 4) **APPROVAL OF AGENDA:** Council of the Whole  
MOTION BY COUNCILMEMBER NELSON, SECOND BY COUNCILMEMBER HAWKINS. MOTION PASSED (3-0). COUNCILMEMBER MERIZAN UNABLE TO VOTE DUE TO TECHNICAL DIFFICULTIES.
  
- 5) **PUBLIC COMMENT & REQUESTS:** *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.*  
  
Public Comment begins at 6:13 PM.
  - Colliene Becker provides comment.Public Comment closes at 6:16 PM.
  
- 6) **CONSENT AGENDA:**
  - a) Approval of Minutes
    - i) Regular Session: June 18, 2024
    - ii) Regular Session: July 2, 2024
  - b) Approval of Claims
    - i) June 5, 2024 – July 7, 2024  
(1) \$918,327.61
  - c) Approval of Payroll

- i) June 1, 2024 – June 30, 2024  
(1) \$52,647.08
- d) Agenda Bills
  - i) AB24-59: an ordinance of the City of Carnation, Washington amending Carnation Municipal Code chapter 16.01.050, providing severability, and establishing an effective date.
  - ii) AB24-60: A motion to authorize and execute a ratification, reinstatement, and amendment number 2 to the agreement between the City of Carnation and consultant Benjamin Asphalt. for on-call complex utility maintenance and repair services.

MOTION BY COUNCILMEMBER NELSON, SECOND BY COUNCILMEMBER HAWKINS. MOTION PASSED (3-0). COUNCILMEMBER MERIZAN UNABLE TO VOTE DUE TO TECHNICAL DIFFICULTIES.

**7) PROCLAMATIONS:**

- a) Carnation 4<sup>th</sup> of July Committee Appreciation  
MOTION BY DEPUTY MAYOR HAWKINS SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED (5-0).

**8) PRESENTATIONS:**

- a) King County Lower Frew Levee Project  
Project Manager Sarah McCarthy, and Lead Engineer Jay Smith, speak on the Lower Frew Levee Setback Project.

**9) PUBLIC HEARING DATE SETTING:**

- a) NONE

**10) PUBLIC HEARINGS:**

- a) NONE

**11) 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 the public to understand how the Councilmembers spend their time.*

- Councilmember Nelson reported out prior to **8) PRESENTATIONS**
- Councilmember Merizan reported out.
- Councilmember Burrell reported out.
- Deputy Mayor Hawkins reported out.
- Mayor Ribail reported out.

**12) STAFF REPORTS:**

- a) Interim City Manager's Office Report

**13) STAFF DISCUSSION ITEMS:**

- a) Date for Fall Council Retreat  
September 14, 2024
- b) Date for Green Logic Model Discussion  
Special Meeting: August 20, 2024

The Council canceled the regular August 6, 2024, due to the National Night Out event. The Council scheduled a special meeting on August 5, 2024 at 5:00 PM.

**14) AGENDA BILLS:**

- a) AB24-62: A motion to accept Green City Policy 2024-1 Urban Canopy.  
MOTION BY COUNCILMEMBER NELSON, SECOND BY COUNCILMEMBER.  
BURRELL.

MOTION BY COUNCILMEMBER NELSON, SECOND BY DEPUTY MAYOR  
HAWKINS TO WITHDRAW THE MOTION. MOTION WITHDRAWN.

MOTION BY COUNCILMEMBER MERIZAN, SECOND BY COUNCILMEMBER  
NELSON TO SEND THE POLICY TO THE PLANNING AND PARKS BOARD  
FOR REVIEW. MOTION PASSED (5-0).

- b) AB24-63: A resolution declaring 4621 Tolt Avenue, Carnation, Washington,  
commonly known as City Hall, as surplus property.  
MOTION BY COUNCILMEMBER BURRELL, SECOND BY COUNCILMEMBER  
NELSON. MOTION PASSED (5-0).
- c) AB24-64: A motion to accept the first reading of the amended Franchise  
Agreement with Comcast Cable Communications Management, LLC.  
MOTION BY COUNCILMEMBER MERIZAN, SECOND BY COUNCILMEMBER  
BURRELL. MOTION PASSED (5-0).
- d) AB24-65: A motion to authorize Mayor to enter into a contract with Interim City  
Manager, Ender.  
MOTION BY COUNCILMEMBER NELSON, SECOND BY COUNCILMEMBER  
BURRELL. MOTION PASSED (5-0).
- e) AB24-66: A motion to authorize City Manager to enter into contract with Hone  
Landscape for landscape installation services for the green community space at  
the Triangle in an amount not to exceed \$111,000.  
MOTION BY COUNCILMEMBER NELSON, SECOND BY DEPUTY MAYOR  
HAWKINS. MOTION PASSED (5-0).

**15) CAPITAL PURCHASES:**

- a) NONE

**16) EXECUTIVE SESSION:**

a) RCW 42.30.110:

*(iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency;*  
*(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.*

- The Council enters Executive Session at 8:08 PM, scheduled to return at 8:45 PM.
- Mayor Ribail extends the Executive Session to 8:55 PM.
- The Council returns to the Regular Session at 8:55 PM.

MOTION BY COUNCILMEMBER MERIZAN SECOND BY COUNCILMEMBER BURRELL TO AUTHORIZE THE MAYOR TO SIGN THE SEPARATION AGREEMENT WITH ANA CORTEZ AS DISCUSSED IN THE EXECUTIVE SESSION (5-0).

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

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

a) City Manager Search

MOTION BY DEPUTY MAYOR HAWKINS, SECOND BY COUNCILMEMBER MERIZAN TO EXTEND THE COUNCIL MEETING TO 9:10 PM.

MOTION BY COUNCILMEMBER NELSON, SECOND BY COUNCILMEMBER MERIZAN TO EXTEND THE COUNCIL MEETING TO 9:15 PM. MOTION PASSED. (4-1). MAYOR RIBAIL, COUNCILMEMBER NELSON, COUNCILMEMBER BURRELL, AND COUNCILMEMBER MERIZAN IN FAVOR. DEPUTY MAYOR HAWKINS OPPOSED.

MOTION BY COUNCILMEMBER NELSON, SECOND BY COUNCILMEMBER MERIZAN TO EXTEND THE COUNCIL MEETING TO 9:20 PM. MOTION PASSED. (4-1). MAYOR RIBAIL, COUNCILMEMBER NELSON, COUNCILMEMBER BURRELL, AND COUNCILMEMBER MERIZAN IN FAVOR. DEPUTY MAYOR HAWKINS OPPOSED.

**18) PUBLIC RECORDS REQUESTS:**

- a) Betts, Matterson, Mines – Permitting
- b) A. Newman – Sharp (Printer) Lease
- c) A. Lauden – Remlinger Water Meter Records

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

- a) Parks and Planning June 11<sup>th</sup>, 2024

**20) FUTURE COMMITTEE MEETINGS:**

- a) Finance and Operations Committee
  - (1) July 17, 2024, at 5:00 PM  
Finance and Operations Committee is rescheduled to July 19, 2024, at 2:00 PM.

**21) FUTURE COUNCIL MEETINGS:**

- a) August 6, 2024 – Regular Meeting
  - i) 6:00 PM - 9:30 PM  
Meeting Cancelled
- b) August 20, 2024 - Regular Meeting
  - i) 6:00 PM - 9:30 PM

**22) ADJOURNMENT:** Mayor Jim Ribail

At: 9:16 PM.

**Minutes approved at the regular meeting of the Carnation City Council on August 20, 2024.**

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**MAYOR JIM RIBAIL**

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**CITY CLERK LORA WILMES**





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## CARNATION CITY COUNCIL Special Meeting Minutes 07-30-24

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

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### 1. **CALL TO ORDER:** Mayor Jim Ribail

Councilmember Ryan Burrell calls the meeting to order at 5:01 PM.

- Present in person: Councilmember Nelson and Councilmember Burrell.
- Present remotely: Mayor Ribail, Deputy Mayor Hawkins, and Councilmember Merizan.

### 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 5:02 PM and is expected to return at 5:30 PM.
- At 5:31 PM, Councilmember Nelson extends the Executive Session to 5:45 PM.
- At 5:45 PM, Councilmember Nelson extends the Executive Session to 5:55 PM.
- At 5:54 PM, Councilmember Nelson extends the Executive Session to 6:05 PM.
- Council exits Executive Session at 6:05 PM.

### 3. **ADJOURNMENT:** Mayor Jim Ribail

Councilmember Nelson adjourns the meeting at 6:05 PM.

# CHECK REGISTER

City of Carnation

Time: 17:24:08 Date: 07/22/2024

07/08/2024 To: 07/22/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2043	07/14/2024	Claims	1	39005	AWC EMPLOYEE BENEFIT TRUST	13,202.49	July 2024 Employee Insurance
2044	07/14/2024	Claims	1	39006	COMCAST	165.84	4001 Tolt Avenue - Internet Services July
2045	07/14/2024	Claims	1	39007	FCS GROUP	5,743.75	Water Rate Support
2046	07/14/2024	Claims	1	39008	KPG PSOMAS	1,804.67	COST RECOVERY - Tolt Senior Center Construction Services; COST RECOVERY - John Day Homes Development Inspection; COST RECOVERY - MainView CS Support
2047	07/14/2024	Claims	1	39009	PUGET SOUND ENERGY	1,493.42	220031101557 - E Eugende and Tolt Ave Street Lights
2048	07/14/2024	Claims	1	39010	SAFEBUILT, LLC	10,918.25	COST RECOVERY - Permit Plan Reviews; Building Inspections
2049	07/14/2024	Claims	1	39011	UNITED SITE SERVICES	349.50	Services at Fred Hockert Park - June
2050	07/14/2024	Claims	1	39012	THOMPSON, GUILDNER & ASSOCIATES INC P.S.	6,929.60	General Counsel - June 2024; Litigation - June 2024
2051	07/14/2024	Claims	1	39013	GRAY & OSBORNE, INC	40,301.07	City Engineering Services - May 19 thru June 15; LEAD Service Line Inventory Assistance - May 19 thru June 15; Brumbaugh Water Main Improvements - May 19 thru June 15; East Bird Street Improvements -;
2052	07/14/2024	Claims	1	39014	RYAN BURRELL	177.85	Fourth of July Candy Reimbursement
2053	07/14/2024	Claims	1	39015	DATABAR	744.98	Statement Printing + COST RECOVERY - Taste of the Valley
2054	07/14/2024	Claims	1	39016	PSERN OPEATOR	259.20	Radio Operator Service
2055	07/14/2024	Claims	1	39017	ARYIA FARNWORTH	68.88	Fourth of July Float Decorations Reimbursement
2133	07/19/2024	Claims	1	39018	WSB EXCAVATION & UTILITIES, LLC	132,896.09	Brumbaugh Water Main Improvements Pay Estimate #2
2132	07/19/2024	Claims	1	39020	FURY SITEWORKS, INC	331,668.78	East Bird Street Improvement Pay Estimate #2.
						26,653.31	001 General Fund
						347,039.98	301 STREETS CIP
						296.10	302 Capital Facilities CIP
						6,270.84	401 Water Fund OPS
						155,174.23	402 Water Capital Replacement CIP
						149.08	406 Landfill Financial Assurance- OPS
						1,657.27	409 Stormwater OPS
						9,483.56	411 Sewer Fund OPS
						546,724.37	Claims: 546,724.37

# CHECK REGISTER

City of Carnation

Time: 17:24:08 Date: 07/22/2024

07/08/2024 To: 07/22/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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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.

City Manager \_\_\_\_\_ Date:\_\_\_\_\_

Mayor \_\_\_\_\_ Date:\_\_\_\_\_



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

<b>TITLE:</b> A motion to adopt Resolution number 24-523 approving the final plat for the Tolt Place subdivision No. LP 21-0001.	<b>Agenda Bill No.:</b>	<b>AB24-67</b>
	<b>Type of Action:</b>	<b>MOTION</b>
	<b>Origin:</b> <i>(Council/Manager)</i>	Interim City Manager
	<b>Agenda Bill Author:</b>	Interim City Manager
<b>EXHIBITS:</b> 1. Planner Memo 2. Resolution No. 24-523	<b>Date Submitted:</b>	08/05/24
	<b>For Agenda of:</b>	08/05/24
	<b>Expenditure Required:</b>	\$0.00
	<b>Amount Budgeted:</b>	\$0.00
	<b>Appropriation Required:</b>	\$0.00

**SUMMARY STATEMENT AND DISCUSSION:**

The final plat has been reviewed by the City’s Contract Engineer and Planner and City Staff, all of whom find that it satisfies the conditions of preliminary plat approval and the provisions of CMC 15.16.350.A.

**RECOMMENDED ACTION:** I move to adopt Resolution number 24-523 approving the final plat for the Tolt Place subdivision No. LP 21-000.

**LEGISLATIVE HISTORY:**

<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.:		

RESOLUTION NO. 24-523

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, APPROVING THE FINAL PLAT FOR THE SUBDIVISION KNOWN AS TOLT PLACE (NO. LP 21-0001); ENTERING SUPPORTIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

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WHEREAS, preliminary approval of the plat of Tolt Place, processed under City of Carnation File No. LP 21-0001, was granted by the City's Hearing Examiner on September 20, 2022, subject to various conditions, and was not timely appealed; and

WHEREAS, the owner of the preliminary plat has applied for final plat approval; and

WHEREAS, City staff has determined that all conditions of the preliminary plat have been satisfied and has accordingly recommended that final plat approval be granted; and

WHEREAS, the Carnation City Council has considered the final plat application and concurs with the recommendation of staff; NOW, THEREFORE

IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARNATION AS FOLLOWS:

Section 1. Findings. The Carnation City Council hereby adopts and incorporates by reference the above recitals as findings in support of this resolution. The City Council further enters the following additional findings with respect to the Final Plat for the subdivision commonly known as "Tolt Place" (File No. LP 21-0001):

A. The Final Plat conforms to all terms and conditions of the preliminary plat approval granted by the City of Carnation Hearing Examiner on September 20, 2022.

B. The Final Plat meets the requirements of all applicable state laws and Carnation

Municipal Code requirements for final plat approval set forth in Title 15 CMC and Chapter 58.17 RCW, including without limitation all local subdivision ordinances which were in effect at the time of preliminary plat approval.

C. All required improvements for the Final Plat have either been constructed or have been financially secured in amounts specified by the City Engineer.

D. The Final Plat has been processed and reviewed in material compliance with all applicable state and local procedural requirements.

E. The Final Plat is in conformity with all applicable zoning and other land use controls.

F. The Final Plat is supported by all applicable owner, staff and agency approvals, attestations, certifications and/or recommendations as required by state and local regulations.

Section 2. Approval of Final Plat; Signatory Authority. The Final Plat for the subdivision known as "Tolt Place" is hereby approved, and the Mayor is authorized to inscribe and execute the City Council's approval on the face of said Final Plat.

Section 3. Effective Date. This resolution shall be effective immediately upon passage.

ADOPTED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE \_\_\_\_\_ DAY OF AUGUST, 2024.

CITY OF CARNATION

\_\_\_\_\_  
MAYOR, JIM RIBAIL

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, LORA WILMES

RESOLUTION NO.:.....\_\_\_\_\_



**Date:** July 25, 2024  
**To:** Carnation City Council  
**From:** Josh Kubitz, City Planning Consultant  
**Re:** Tolt Place Final Plat Approval Request  
Subdivision Application No. LP 21-0001

The Preliminary Plat referenced as Tolt Place was reviewed under preliminary subdivision application No. LP 21-0001, was duly processed in accordance with CMC 15.09 and CMC 15.10 and received preliminary approval from the City of Carnation Hearing Examiner on September 20, 2022, subject to conditions. All development permits and construction of infrastructure and roads have been approved or bonded for in accordance with CMC 15.16.710.

The merits of the subdivision have been evaluated relative to the Carnation Municipal Code, Comprehensive Plan, the State Environmental Policy Act (SEPA) WAC 197-11, and the Washington Subdivision Act RCW 58.17 through the preliminary subdivision review process, at which stage 77 conditions of approval were imposed to ensure consistency with all applicable regulations and standards to maintain the public health, safety, and general welfare. There were no appeals of the decision of preliminary subdivision approval.

The only requirement for review is that the final plat is consistent with the requirements of preliminary subdivision approval and that a final plat has been submitted for review in accordance with CMC 15.16.350.A., which requires that all subdivisions shall meet the following provisions prior to recording:

1. All final subdivisions shall be surveyed and the final recording forms shall be prepared by a licensed land surveyor;
2. Surveys shall include those items prescribed by RCW 58.09.060, Records of Survey, Contents—Record of Corner, Information;
3. Plat certificates or owner's duplicate certificates for land registered pursuant to Chapter 65.12 RCW, Registration of Land Titles, shall be obtained and provided by the owners of any approved subdivision;
4. A supplemental plat certificate shall be provided if the final plat is not recorded within thirty days of the original certificate or supplemental certificate date.

*In accordance with RCW 58.17.170(1), when "the legislative body of the city... finds that the subdivision proposed for final plat approval conforms to all terms of the preliminary plat approval, and that said subdivision meets the requirements of this chapter, other applicable state laws, and any local ordinances adopted under this chapter which were in effect at the time of preliminary plat approval, it shall suitably inscribe and execute its written approval on the face of the plat."*

The final plat submittal has been reviewed by the City's Contract Engineer and Planner and the City Manager, all of whom find that it satisfies the conditions of preliminary plat approval and the above cited provisions of CMC 15.16.350.A. Therefore, it is requested that the Carnation City Council move to adopt a Resolution approving the final plat for the Tolt Place subdivision (No. LP21-0001); entering supportive findings; and establishing an effective date.

Thank you.



# CARNATION CITY COUNCIL

## AGENDA BILL

<b>TITLE:</b> A motion to authorize Interim Public Works Director to sign Change Order No. 1 for the East Bird Capital Improvement Project.	<b>Agenda Bill No.:</b>	<b>AB24-68</b>	
	<b>Type of Action:</b>	<b>MOTION</b>	
	<b>Origin:</b> <i>(Council/Manager)</i>	Interim City Manager	
	<b>Agenda Bill Author:</b>	Interim City Manager	
	<b>EXHIBITS :</b>	<b>Date Submitted:</b>	08/05/24
		<b>For Agenda of:</b>	08/05/24
		<b>Expenditure Required:</b>	\$14,991.90
<b>Amount Budgeted:</b>		\$600,000	
<ul style="list-style-type: none"> <li>• Change Order No. 1</li> </ul>	<b>Appropriation Required:</b>	N/A	

**SUMMARY STATEMENT AND DISCUSSION:**

This Change Order adjusts the contract bid item for HMA (Bid Item #14) from 390ton to 500tons to reflect the quantity installed and agreed upon by the City and the Contractor. This Change Order does not change any unit price and also falls within budget for this project.

Total Contract Amount: \$494,479.73  
 Change Order No. 1: \$14,991.90  
 New Contract Total: \$509,471.63

**RECOMMENDED ACTION:** I move to authorize Interim Public Works Director to sign Change Order No. 1 for the East Bird Capital Improvement Project.


**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.:		



**Change Order Checklist**

- Change Order
- WSDOT LAG Change Order Checklist
- Originating Documents (Verbal Approval, i.e. CCD, email, memo to file)
- Independent Cost Estimate (ICE)
- Contractor's Proposal/Cost Estimate (RFP – Request for Proposal)
- Time Impact Analysis (TIA)
- Back Up

Date Sent to Contractor: <u>7/15/24</u>
Date Signed / Acknowledged by Contractor: <u>7/15/24</u> 
Date Approved by Agency: _____
Date Fully Executed Copy Sent to Contractor: _____

**CITY OF CARNATION  
CHANGE ORDER #1**

# Change Order 1

Project Number: **6-P-801(010)-1**  
 Project Owner: **City of Carnation**  
 Project Name: **East Bird Street Improvements**

Change Order Number: **001**

Prime Contractor: **Fury Site Works, Inc.** Subcontractor: **0**

- Ordered by the Engineer under the terms of section 1-04.4 of the Standard Specification
- Change proposed by Contractor

Surety Consent (if required)  _____ Attorney in Fact  _____ Date	
--	--

Original Contract Amount	\$494,479.73
Current Contract Amount	\$494,479.73
Estimated Net Change this Order	\$14,991.90
Estimated Contract Total After Change	\$509,471.63
Original Contract Duration	40 Working Days
Current Contract Duration	40 Working Days
Additional Days This Order	0 Working Days
Proposed Contract Duration	40 Working Days

<input checked="" type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved	<input type="checkbox"/> Approval Recommended <input checked="" type="checkbox"/> Approved
Project Engineer - Jordan Perry, KPG <b>Max Foster, RE</b>	Contractor - Mike Day, Fury Site Works, Inc.
Date <b>7/15/24</b>	Date <b>7/25/2024</b>
<input type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved	<input type="checkbox"/> Other Approval When Required
Project Owner - Lora Wilmes, City of Carnation	Signature _____ Date _____

# Change Order 1

*You are ordered to perform the following described work upon receipt of an approved copy of this change order:*

**Background:**

This Change Order adjusts the contract bid item 14 quantity for HMA Cl. 1/2" from 390 tons to 500 tons based on actual quantity installed and agreed upon by the Engineer and Contractor. This increase in quantity does not constitute an increase in contract time. The unit price for BI 14 will not change (\$136.29/ton).

Due to a variable base created by the Cement Concrete Treated Base, it was necessary to perform a prelevel lift on Bird St. in order to place an acceptable wearing course that meets the requirements of 5-04. This prelevel lift accounted for the additional HMA.

**Reason/Justification for Change:**

For the reason described above, the quantity of the item needs to be increased in order to revise the total contract amount such that the total payments to the contractor do not exceed the final approved contract amount.

**Description of Change:****Contract Items Added/Deducted:**

Increase Bid Item - HMA Cl. 1/2" PG 58H-22:                      Add 110 Ton

Zero (0) additional working days are added to the contract time.

# Change Order 1

**Measurement:**

There is no change to measurement.

**Payment:**

There is no change to payment.

**SUMMARY OF QUANTITIES**

<b>Existing Bid Item Adjustments</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit Price</b>	<b>Amount</b>
14	HMA Cl. 1/2" PG 58H-22	Ton	110	\$ 136.29	\$ 14,991.90
				-	-
				-	-
				-	-
				-	-
<b>Subtotal Existing Items:</b>					<b>\$14,991.90</b>
<b>Change Order Items</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit Price</b>	<b>Amount</b>
	N/A			-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
<b>Subtotal Change Order Items:</b>					<b>\$0.00</b>
<b>SUBTOTAL CHANGE ORDER AMOUNT:</b>					<b>\$14,991.90</b>
<b>WSST (%):</b>					<b>\$0.00</b>
<b>TOTAL CHANGE ORDER AMOUNT:</b>					<b>\$14,991.90</b>

**WSDOT LAG MANUAL  
CHANGE ORDER CHECKLIST**

**Checklist**

Question	Yes	No	N/A
1. Does the change order alter the termini, character, or scope of the work?		X	
If yes, you must have H & LP approval to be eligible for federal funds.			X
If yes, you must submit a revised page 1 of the prospectus.			X
2. Is the Change Order over \$7,500.00 and outside the scope of work?		X	
If yes, the change cannot be a change order and must be an independent work.			X
3. Does the Change Order detail all items involved in the change?	X		
4. Does the Change Order include an adjustment to working days?		X	
If yes, the time extension must be stated in the Change Order.			X
If yes, an independent engineer's estimate of time must be included to document the extension.			X
If no, that must be stated in the Change Order.	X		
5. Does the Change Order alter the DBE Condition of Award?			X
If yes, you must obtain concurrence from H & LP.			
If yes, you must obtain the DBE's signature on the Change Order			
6. Does the Change Order involve a material substitution?		X	
If yes, you must determine if a material credit is appropriate.			X
7. If Change Order work started prior to its execution, prior verbal approval by the Approving Authority must be granted and documented.	X		
8. Has the Change Order been signed by the contractor?	X		
9. Has the Change Order been executed by the Approving Authority?	X		
If you are a "non CA Agency", you must have the acting C Authority's approval.	X		
10. Has an independent engineer's estimate justifying the costs and time extensions been completed and documented?			X
11. Has a detailed memo outlining the chronology of events, basis of need, cost and working days been prepared and placed in the file accompanying the Change Order?			X



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

<b>TITLE:</b> A motion to authorize Interim City Manager to enter into a contract with Bear Creek Landscaping and Construction for River’s Edge Park landscaping, irrigation, drywell and fence in an amount not to exceed \$68,000 including tax.	<b>Agenda Bill No.:</b>	<b>AB24-</b>
	<b>Type of Action:</b>	<b>MOTION</b>
	<b>Origin: (Council/Manager)</b>	Interim City Manager
	<b>Agenda Bill Author:</b>	Interim City Manager
<b>EXHIBITS:</b> 1. Public Works Contract 2. Procurement Excel Sheet 3. Proposal	<b>Date Submitted:</b>	08/05/24
	<b>For Agenda of:</b>	08/05/24
	<b>Expenditure Required:</b>	\$68,000
	<b>Amount Budgeted:</b>	\$240,000
	<b>Appropriation Required:</b>	0

**SUMMARY STATEMENT AND DISCUSSION:**  
 An important part of the River’s Edge Park design is the landscaping which buffers the playground from neighbors, increases tree canopy and supports green policy. Included in the proposal is a drywell for onsite infiltration, irrigation, drinking fountain installation and a split rail fence for safety.

**RECOMMENDED ACTION:** I move to authorize Interim City Manager to enter into a contract with Bear Creek Landscaping and Construction for River’s Edge Park landscaping, irrigation, drywell and fence in an amount not to exceed \$68,000 including tax.

**LEGISLATIVE HISTORY:**

<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**  
**SMALL PUBLIC WORKS CONTRACT (UNDER \$350,000)**  
Carnation, Washington

This Small Public Works Contract (“Contract”) is made and entered into this 5<sup>th</sup> day of August, 2024 by and between the CITY OF CARNATION, a Washington municipal corporation, hereinafter referred to as “City,” and CARNATION a Washington Bear Creek Landscaping (“Contractor”). [BEAR CREEK LANDSCAPING & CONST licensed to do business in Washington State]

**WITNESSETH:**

**WHEREAS**, the City desires to accomplish certain public works entitled Rivers Edge Landscaping (“the Project”) having an estimated cost of \$300,000 or less;

**WHEREAS**, the City solicited written Bid Proposals for the Project;

**WHEREAS**, the City received and reviewed written Bid Proposals for the Project, and has determined that Contractor is the lowest responsible bidder; and

**WHEREAS**, the Contractor and the City desire to enter into this Contract for the Project in accordance with the terms and conditions of this Contract.

**NOW, THEREFORE**, in consideration of the terms, conditions, and agreements contained herein, the parties hereto agree as follows:

**1. SCOPE OF WORK – THE PROJECT.** The Contractor shall perform, carry out and complete the Rivers Edge Landscaping, Project 24-12 (“Project”) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than October 31<sup>st</sup>, 2024.

**2. CONTRACT DOCUMENTS.** The following documents are incorporated into the Contract by this reference:

- A.  Plans and Contract Drawings.
- B.  Scope of Work.
- C.  Proposal / Bid Submittal (attached).
- D.  2018 or Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) (“Standard Specifications”) (referenced but not attached).
- E.  WSDOT Amendments to the Standard Specifications (referenced but not attached).

- F.  Current APWA Supplement General Special Provisions (referenced but not attached).
- G.  City of Carnation Streets and Utilities Standards (referenced but not attached).
- H.  Addenda (if any).
- I.  Payment and Performance Bond (attached).
- J.  Retainage Bond (attached) (optional – see Section 5).

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

**3. COMMENCEMENT OF WORK.** Work shall not proceed under this Contract until the following conditions have been met by the Contractor:

- A. Contract has been signed and fully executed by the Parties;
- B. The Contractor has provided the City with the certificates of insurance required under Section 22;
- C. The Contractor has obtained a City of Carnation Business License; and
- D. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the State of Washington.

These conditions shall be satisfied within ten (10) calendar days of the City’s Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

**4. TIME IS OF THE ESSENCE/LIQUIDATED DAMAGES.** Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

**5. PAYMENT FOR PROJECT.**

- A. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed sixty eight thousand dollars and zero cents

(\$68,000) in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

- B. Payments Shall be for Performance of Project Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.
- C. Right to Withhold Payments if Work is Unsatisfactory. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.
- D. Payments. Subject to Section F below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.
- E. Payments for Alterations and/or Additions. Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.
- F. Final Payment. Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under this Contract.

Monies retained under the provisions of RCW Chapter 60.28 shall, at the option of the Contractor, be:

- i. Retained in a fund by the City; or

- ii. Deposited by the City in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the City and are not to be allowed to be withdrawn without the City's written authorization. The City will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At or before the time the Contract is executed, the Contractor shall designate the option desired. The Contractor, in choosing option (2), agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges, or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) calendar days following the Final Acceptance of the Project provided the following conditions are met:

- i. A release has been obtained from the Washington State Department of Revenue.
- ii. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
- iii. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
- iv. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.
- v. All claims, as provided by law, filed against the retainage have been resolved.
- vi. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. Final Acceptance. Final Acceptance of the Project occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.

H. Payment in the Event of Termination. In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time,

if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

- I. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the Contractor, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

**6. TERM OF CONTRACT.** The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

**7. TERMINATION OF CONTRACT.**

- A. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The Notice of Termination shall state the reasons therefore and the effective date of the termination.
- B. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

**8. STATUS OF CONTRACTOR.** The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

**9. PERMITS.** The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

**10. BUSINESS LICENSE REQUIRED.** The Contractor shall obtain a City of Carnation Business License prior to commencement of work under this Contract.

**11. WORK ETHIC.** The Contractor shall perform all work and services under and pursuant to this Contract in a timely, professional, and workmanlike manner.

**12. CITY OWNERSHIP OF WORK PRODUCTS.** All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

**13. JOB SAFETY.**

A. General Job Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

B. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

**14. PREVAILING WAGES.** Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify

in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

**15. TAXES AND ASSESSMENTS.** The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

**16. NON-DISCRIMINATION PROVISION.** During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

**17. THE AMERICANS WITH DISABILITIES ACT.** The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

**18. COMPLIANCE WITH LAW.** The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

**19. GUARANTEE OF WORK.**

- A. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work



unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

- B. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.
- C. The Contractor shall also provide the City with manufacturer's warranties for all components, materials, and equipment installed as part of the Project.
- D. Any repairs or replacement required during the warranty period shall be performed within thirty (30) calendar days following notification by the City.

**20. CONTRACTOR'S RISK OF LOSS.** It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that it has familiarized itself with all existing conditions and other contingencies likely to affect the work, and has made its bid accordingly, and that it shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

**21. INDEMNIFICATION AND HOLD HARMLESS.**

- A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers, and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages, or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.
- B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers, and/or employees.
- C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers, and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.



- D. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

- E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.
- F. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

## 22. INSURANCE.

- A. Insurance Term. The Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.
- B. No Limitation. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance. Contractor's required insurance shall be of the types and coverage as stated below:
  - i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  - ii. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-

completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

- iii. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv.  Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing.
- v.  Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

- D. Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits:
- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - ii. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.
  - iii.  Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
  - iv.  Required. Contractors Pollution Liability shall be written in the amounts set forth above.
- E. City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.
- F. Other Insurance Provisions. The Contractor's Automobile Liability, Commercial General Liability, and Builders Risk insurance policies shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

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

H. Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms, and endorsements related to this project. Throughout the term of this Contract, upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Pollution Liability insurance that includes all applicable conditions, exclusions, definitions, terms, and endorsements related to this Project.

I. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

J. Subcontractors. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage as required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 10 10 01 for ongoing operations and CG 27 37 10 01 for completed operations.

K. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their subcontractors, sub-subcontractors or lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other

property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

- L. Notice of Cancellation of Insurance. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.
- M. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

### **23. ASSIGNMENT AND SUBCONTRACTORS.**

- A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.
- B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.
- C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.
- D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.
- E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

**24. SEVERABILITY.**

- A. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

**25. INTEGRATION AND SUPERSESION.** This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

**26. NON-WAIVER.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any Contract, covenant, or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition, or right.

**27. SURVIVAL.** Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

**28. CONTRACT REPRESENTATIVES AND NOTICES.** This Contract shall be administered for the City by Rhonda Ender, Interim City Manager and shall be administered for the Contractor by the Contractor's Contract Representative. Bear Creek Landscaping. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their address as follows:

To City:

CITY OF CARNATION  
4621 TOLT AVE  
CARNATION, WA 98014  
425-333-4621

To Contractor:

903 REDMOND-FALL CITY ROAD  
REDMOND, WA 98053  
425-222-9222

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

**29. THIRD PARTIES.** The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

**30. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

**31. VENUE.** The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

**32. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

**33. AUTHORITY.** The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances, and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contract on its behalf and to legally bind the City to all the terms, performances, and provisions of this Contractor.

**34. COUNTERPARTS.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

**IN WITNESS WHEREOF,** the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

*Signature page to follow.*

By \_\_\_\_\_  
Interim City Manager, Rhonda Ender

Approved as to form:

By \_\_\_\_\_  
Bear Creek Landscaping,

Attest:

By \_\_\_\_\_  
Lora Wilmes, City Clerk  
Acknowledgement of Waiver of Contractor's  
Industrial Insurance Immunity:



JP Landscape	\$71,264	6/26/2024	Duvall
<b>Bear Creek Landscaping</b>	<b>\$58,931</b>	<b>6/26/2024</b>	<b>Redmond</b>
Hone Landscape	\$67,981	6/26/2024	Carnation



# Bear Creek Landscaping and Construction LLC

P.O. Box 3485  
Redmond, WA 98073  
Lic. # BEARCCL779DC

Proposal #6757

Created: 07/08/2024  
From: Carolyn Gutierrez

## Proposal For

### City of Carnation

4621 Tolt Ave  
Carnation, WA 98014

main: 4254193697  
[bills@carnationwa.gov](mailto:bills@carnationwa.gov); [brandon.schell@carnationwa.gov](mailto:brandon.schell@carnationwa.gov)

## Location

4621 Tolt Ave  
Carnation, WA 98014

River's Edge Park

Terms  
Net 30

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
<b>031 Renovation</b> SITE PREP - (\$21,000.00) Excavation, create planting bed outlines. - Remove appx 50 cu yds sod debris, haul to recycling center \$8,750 - Soil augmentation for new planting beds 70 cu yds \$12,250  TREES - (\$3,025.00) (2) Autumn Brilliance Serviceberry #25 1.75" \$850 ea \$1,700 (1) Royal Raindrops Crabapple #25 1.75" size \$750 (1) Western Red Cedar 8-10 ft \$575  SHRUBS - (\$3,290.00) (9) Evergreen Huckleberry 3 gal @ \$87.50 / \$787.50 (4) Rhododendron 'jean marie' 3 gal @ \$82.50 ea / \$330 (22) Kinnikinnick 'vancouver jade' 1 gal \$20 ea / \$440 (6) Red Flowering Currant 3 gal @ \$120 ea / \$720 (5) Red-tip Photinia 5 gal @ \$82.50 ea / \$412.50 (8) Wild Mock Orange 5 gal @ \$75 ea / \$600  - Plant pricing includes procurement/delivery, placement/planting, initial fertilization and watering in.  DRY WELL (\$8,000.00) - Excavate area to 3' depth, contoured as per design. \$1,200 - 4 cu yd river cobble for dry well / creek design delivered and installed \$800 - 4 tons 2-3 man boulders delivered and installed throughout planting area and dry well \$6,000	1	\$ 35,315.00	\$ 35,315.00
<b>Irrigation</b> IRRIGATION - \$14,000.00 4 zones, as specified in design  DRINKING FOUNTAIN as specified in design for customer provided fountain, installed on a concrete pad. \$1,100	1	\$ 15,100.00	\$ 15,100.00



<b>031 Renovation</b>	<b>1</b>	<b>\$ 3,750.00</b>	<b>\$ 3,750.00</b>
GENERAL CONDITIONS			
- Mobilization/demobilization, trucking, project management, procurement deliveries, temporary honey bucket, daily clean up			

<b>031 Renovation</b>	<b>1</b>	<b>\$ 6,451.50</b>	<b>\$ 6,451.50</b>
SPLIT RAIL FENCE			
- 110 linear ft,			
- Each section 7 ft length x -2-rail, at 3 ft height.			
- Posts set 24 " deep into concrete base for best stability.			

<b>031 Renovation</b>	<b>1</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
ON HOLD - NOT INCLUDED IN SCOPE OF WORK AT THIS TIME - \$8750.00			

- LAWN AREA RENOVATION 3,500 sq ft area
- Mow existing grass very short, remove thatch, aerate area to break up soil compaction and improve drainage, rake up plugs and remove.
  - Augment with fresh soil/compost/sand mix to improve health of soils. Fill low areas, regrade and lightly compact, apply fertilizer to surface.
  - Apply Hydroseed material to prepped areas. Pacific NW full sun with white clover.
  - Hydroseed will need to be kept damp during germination (usually 4-6 weeks). Foot traffic should be kept to a minimum until grass is established.



**GENERAL CONDITIONS:**

*Under Washington law, those who work on or provide materials for the repair, remodel, or alteration of your owner-occupied principal residence and who are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien. The law limits the amount that a lien claimant can claim against your property. Claims may only be made against that portion of the contract you have not yet paid to your prime contractor at the time you receive this notice.*

**YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE NEXT BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. CANCELLATION MUST BE DONE IN WRITING.**

**NOTICE TO CUSTOMERS:**

*We are registered with the State of Washington as a general contractor and have posted with the State a bond for the purpose of satisfying claims for negligent or improper work or breach of contract on the conduct of the contractor's business. This bond or cash deposit may not be sufficient to cover a claim which might arise from work done under your contract. If any supplier of material used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, your property may be liened to force payment.*

*If you wish additional protection, you may request the contractor to provide you with the original 'lien release' documents from each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the Department of Labor and Industries.*

**GENERAL NOTES & EXCLUSIONS:**

*All permits are responsibility of client unless negotiated.*

*No Warrantee on transplanted material; Plant material and lawn with an approved irrigation system and coverage has a warranty for one year. Warranty without an approved irrigation system is one month. No warrantee on hydroseeding from September to April.*

*All plants will require supplemental watering to get them established. Bear Creek Landscaping to make judgement call whether to replace any plant loss due to possible underwatering or other neglect. No warranty on plant material damaged by acts of nature, including destructive weather and animal damage.*

*Proposal is valid for 30 days from date indicated on proposal.*

*Client to make arrangements to provide outlets for irrigation control clocks and lighting transformers as needed.*

SUBTOTAL	\$ 60,616.50
SALES TAX	\$ 5,334.25
<b>TOTAL</b>	<b>\$ 65,950.75</b>
DEPOSIT AMOUNT (30.0%)	\$ 19,785.23



**Bear Creek Landscaping and Construction LLC**  
 P.O. Box 3485  
 Redmond, WA 98073  
 Lic. # BEARCCL779DC

**Proposal #6757**  
 Created: 07/08/2024  
 From: Carolyn Gutierrez

*Credit card payments are subject to a 3% processing fee on the total amount that is applied toward the credit card, including any related tax. ACH Payments have no fee.*

*All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner will carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.*

**Signature**

x

Date:

---

Please sign here to accept the terms and conditions

# CITY OF CARNATION



## OFFICIAL PROCLAMATION

*Whereas*, public works professionals play a vital role in maintaining the infrastructure, facilities, and services essential to our daily lives, including roads, alleys, water treatment and distribution, sewer, stormwater, and parks; and

*Whereas*, these services would not be possible without the expertise and dedicated efforts of public works professionals, who are first responders for our utilities, and

*Whereas*, the City of Carnation would like to recognize Scott Brittain and Ruben Alfredo Seoanes-Perla for their tireless work and for being the unsung heroes of our mighty town; and

*Whereas*, both Scott and Ruben have swiftly addressed water leaks, sewer backups, and other emergent matters, whether it be day or night, weekday or weekend, rain or shine; and

*Whereas*, no job is too big or too small for the public works team, from spending time in street holes, and buffer tanks to ensuring the safety of our water at the spring source or well site.

*Whereas*, the City sincerely thanks our public works staff for being sewer superheroes, street superstars, and water warriors.

*Now, Therefore*, we, the City Council of the City of Carnation, King County, Washington, do hereby proclaim August 5<sup>th</sup> as

### *Public Works Appreciation Day*

Approved this 5<sup>th</sup> day of August 2024

---

Mayor Jim Ribail



# CARNATION CITY COUNCIL

## AGENDA BILL

<b>TITLE:</b> A motion to set a Public Hearing date for August 20, 2024, for draft Design Standards.	<b>Agenda Bill No.:</b>	<b>AB24-69</b>
	<b>Type of Action:</b>	<b>MOTION</b>
	<b>Origin:</b> <i>(Council/Manager)</i>	Interim City Manager
	<b>Agenda Bill Author:</b>	Interim City Manager
<b>EXHIBITS :</b>  <ul style="list-style-type: none"> <li>• NONE</li> </ul>	<b>Date Submitted:</b>	08/05/24
	<b>For Agenda of:</b>	08/05/24
	<b>Expenditure Required:</b>	\$0
	<b>Amount Budgeted:</b>	N/A
	<b>Appropriation Required:</b>	N/A

**SUMMARY STATEMENT AND DISCUSSION:**  
 A draft of the Design Standards will be ready for review in the Agenda Packet for the August 20<sup>th</sup> regular Council Meeting.

**RECOMMENDED ACTION:** I move to set a Public Hearing date for August 20, 2024, for draft Design Standards.

**LEGISLATIVE HISTORY:**

<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.:		



# CARNATION CITY COUNCIL

## AGENDA BILL

<b>TITLE:</b> A motion to set a Public Hearing date for August 13, 2024, in order to extend temporary building moratorium Ordinance 24-985 until September 30, 2024 unless terminated earlier.	<b>Agenda Bill No.:</b>	AB24-70
	<b>Type of Action:</b>	MOTION
<b>EXHIBITS :</b>  <ul style="list-style-type: none"> <li>• NONE</li> </ul>	<b>Origin:</b> <i>(Council/Manager)</i>	Interim City Manager
	<b>Agenda Bill Author:</b>	Interim City Manager
	<b>Date Submitted:</b>	08/05/24
	<b>For Agenda of:</b>	08/05/24
	<b>Expenditure Required:</b>	\$0
	<b>Amount Budgeted:</b>	N/A
	<b>Appropriation Required:</b>	N/A

**SUMMARY STATEMENT AND DISCUSSION:**  
 Draft design standards and landscape standards have been reviewed by the Land Use Committee and Planning and Parks Board. Council will be reviewing them on August 20, 2024. This temporary extension provides time for the new standards to be adopted by Council.

**RECOMMENDED ACTION:** I move to set a Public Hearing date for August 13, 2024, in order to extend temporary building moratorium Ordinance 24-985 until September 30, 2024 unless terminated earlier.

**LEGISLATIVE HISTORY:**

<b>ACTION TAKEN</b>					
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.:		





# CARNATION CITY COUNCIL

## AGENDA BILL

<b>TITLE:</b> A motion to set a Public Hearing date for August 20, 2024, for draft Landscape Standards.	<b>Agenda Bill No.:</b>	AB24-71
	<b>Type of Action:</b>	MOTION
	<b>Origin:</b> <i>(Council/Manager)</i>	Interim City Manager
	<b>Agenda Bill Author:</b>	Interim City Manager
<b>EXHIBITS :</b>  <ul style="list-style-type: none"> <li>• NONE</li> </ul>	<b>Date Submitted:</b>	08/05/24
	<b>For Agenda of:</b>	08/05/24
	<b>Expenditure Required:</b>	\$0
	<b>Amount Budgeted:</b>	N/A
	<b>Appropriation Required:</b>	N/A

**SUMMARY STATEMENT AND DISCUSSION:**  
 A draft of the Landscape Standards will be ready for review in the Agenda Packet for the August 20<sup>th</sup> regular Council Meeting.

**RECOMMENDED ACTION:** I move to set a Public Hearing date for August 20, 2024, for draft Landscape Standards.

**LEGISLATIVE HISTORY:**

<b>ACTION TAKEN</b>					
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.:		



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

<b>TITLE:</b> A motion to accept Green City Policy 2024-1 Urban Canopy.	<b>Agenda Bill No.:</b>	<b>AB24-62</b>
	<b>Type of Action:</b>	<b>MOTION</b>
	<b>Origin: (Council/Manager)</b>	Interim City Manager
	<b>Agenda Bill Author:</b>	Interim City Manager
<b>EXHIBITS:</b>  1. Green City Policy 2024-1	<b>Date Submitted:</b>	08/05/24
	<b>For Agenda of:</b>	08/05/24
	<b>Expenditure Required:</b>	0
	<b>Amount Budgeted:</b>	0
	<b>Appropriation Required:</b>	0

**SUMMARY STATEMENT AND DISCUSSION:**

Recognizing the importance of trees to the well-being and sustainability of our community, the City of Carnation wishes to adopt Green Policy No. 2024-1. This Policy seeks to promote the proper care, preservation, and management of trees within Carnation, to enhance our urban forest, and to demonstrate commitment to Green principles.

It is the intention of Carnation’s Green City Policy 2024-1 to adopt aspirational policies that will achieve the goal of adapting and seeking sustainability, resiliency and a circular economy by adopting green practices.

**RECOMMENDED ACTION:** I move to accept Green Policy 2024-1 Urban Canopy.

**LEGISLATIVE HISTORY:** The Planning and Parks Board reviewed the policy on 7/23/24 and unanimously recommends it to the City Council **with the recommendation to remove the definitions section as it is redundant with the tree ordinance and makes the document lengthy and less impactful.**

<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.:		

**GREEN CITY POLICY No. 2024-1  
URBAN CANOPY**

**PATH: MITIGATION OF GREENHOUSE GASES**  
**STRATEGY: INCREASE AND PROTECT URBAN CANOPY**

Recognizing the importance of trees to the well-being and sustainability of our community, the City of Carnation hereby adopts Green policy No. 2024-1.

**SECTION 1: PURPOSE**

This Policy seeks to promote the proper care, preservation, and management of trees within Carnation, to enhance our urban forest, and to demonstrate commitment to Green principles.

This policy inspires the City to achieve specific goals:

- a.) Establish and maintain a healthy and sustainable urban forest.
- b.) Protect, preserve, and promote the growth of trees within the city.
- c.) Regulate the planting, maintenance, and removal of city trees.
- d.) Promote public education and awareness about the benefits of trees.
- e.) Ensure compliance with the standards and requirements set forth by the Tree City USA program.
- f.) Integrate tree canopy and tree health in the maintenance schedule of city infrastructure.

It is the intention of Carnation’s Green Policies to adopt aspirational policies that will achieve the goal of adapting and seeking sustainability, resiliency and circular economy by adopting green practices.

Green Policies seek to protect, preserve, and enhance the quality of life and general welfare of the City of Carnation, its residents, and its property owners; and conserve and enhance the City of Carnation’s natural, physical, and aesthetic environment. Furthermore, by adopting this policy the City will preserve, protect, and enhance the urban forest to ensure that trees are properly planted and maintained within the City of Carnation so that trees can protect, enhance, and preserve the quality of life for people within the City.

This policy recognizes that trees are an integral part of the infrastructure of the City of Carnation and as such should be preserved, protected, and cared for as other critical City infrastructure.

The benefits of a healthy tree canopy have been scientifically documented and this policy recognizes that:

- a. Trees absorb pollution from the air;
- b. Trees absorb and sequester carbon dioxide;
- c. Trees absorb and filter pollution from stormwater run-off;
- d. Trees produce oxygen;
- e. Trees reduce flooding;
- f. Trees stabilize soils and reduce erosion;
- g. Trees cool the surrounding area helping to reduce impacts due to heat islands;
- h. Trees reduce energy consumption by shielding structures from harsh winds and sun;
- i. Trees provide a buffer and screen against noise, light, and pollution;
- j. Trees improve property values;
- k. Trees improve commercial district buyer traffic and purchasing;
- l. Areas with trees have lower crime rates;
- m. Areas with trees have higher levels of community interaction;
- n. Trees provide important habitat for birds and other wildlife; and
- o. Trees protect and enhance our quality of life.
- p. Trees provide the City of Carnation collective benefits that extend beyond property boundaries throughout the entire City.
- q. Larger trees provide larger benefits. When a large tree is removed and replaced with a smaller tree the benefits and services are greatly reduced.
- r. Trees may have a condition that constitutes a threat, danger, or nuisance to the public or property within the City of Carnation or may be dangerous to the health of other trees and vegetation in the City.

## **SECTION 2: PUBLIC TREES**

An urban forest is comprised of trees across all land uses and ownership on public and private land. This Policy applies to public property trees but recognizes that trees on private property are part of the collective community resource.

## **SECTION 3: EVALUATION, MAINTENANCE AND PROTECTION**

The City's Planning and Parks Board may be asked to evaluate canopy protection programming at the request of the City Council or staff. Subject Matter Experts shall be contracted as needed when such expertise is required. The City shall maintain public trees and canopy.

## **SECTION 4: TREES IN THE PUBLIC RIGHT OF WAY AND PUBLIC CITY LAND**

This Section applies to any work or activity which may impact public property trees.

- a) Unless otherwise authorized by this Section, it shall be unlawful for any person to remove, injure or undertake any procedure which will cause death, substantial damage, or create a hazard, to any public property tree without first obtaining authorization from the City of Carnation CED Department.

- b) In the case of tree management practices, these practices shall comply with the requirements of ANSI A300 Part 1 Pruning standard and Best Management Practices, ANSI Z133 safety standards for arboriculture.

### **SECTION 5: HERITAGE TREE PRESERVATION**

A Heritage Tree is any mature tree, that by its size, cultural significance, age, location, history, etc. make it special or unique, and thus worth preserving. Consult the Arbor Day Foundation or an ISA Certified Arborist for questions on heritage trees.

### **SECTION 6: CITY TREE REMOVAL AND REPLACEMENT**

- a) Public trees shall be preserved whenever possible.
- b) Public safety may require the removal of a tree.
- c) If a healthy significant or heritage tree is to be removed, such action will require guidance from a certified arborist.
- d) Public tree replacement shall be guided by Municipal Code/Standards. It is the intention of this policy to ensure that trees are replaced from species on the Preferred Species List.

### **SECTION 7: EDUCATION**

The City of Carnation will implement programs and initiatives to educate the community about the benefits of trees, proper tree care, and the importance of urban forestry. This might include: an outward facing webpage that informs the residents of Carnation about the benefits of public and private tree canopies and lists protections for urban trees; tree planting events; tree education workshops, etc. The CED Department will work with local non-profits, volunteers, and school districts to help implement programs.

### **SECTION 8: INCENTIVES**

The City strives to implement an incentives-based approach to meet the overall goal of this policy. The City Council shall create a six-year Canopy Enhancement and Protection Workplan with the following goals:

1. City shall annually provide 4-6 mature trees to be distributed to local parcels for no more than \$10 each for the next 6 years (budget permitting).
2. City shall provide free tree pruning services to seniors, people with disabilities and other special populations by request and as budget permits.
3. City shall obtain a tree canopy assessment and create goals for increasing the canopy.

## DEFINITIONS -

**ARBORIST** Any individual experienced in the profession of forestry or a related field and is licensed or certified in forestry by an accredited forestry industry body, e.g., International Society of Arboriculture.

**CANOPY** The upper portion of a tree sometimes called the crown. This section of the tree contains branches and leaves.

**CRITICAL ROOT ZONE** An area on the ground extending out from the trunk of the tree in all directions a distance of at least one foot for every inch DBH (Diameter at Breast Height).

**CUTTING**

1. Felling or removal of a tree, or any procedure that results in the death or substantial destruction of a tree.
2. Cutting that does not include normal pruning or trimming of trees consistent with good forestry practices.

**DAMAGE** Impact or loss of function to any tree including but not limited to: removal, root compaction, root removal, girdling, soil contamination, topping, pruning outside of the ANSI A300 Pruning Standard or most recent standard, canopy removal, bark removal, poisoning and/or actions resulting in the decline or death of a tree.

**DECIDUOUS TREE** A deciduous tree is one that loses its leaves for part of the year.

**ENVIRONMENTAL PROFESSIONAL** A degreed environmental scientist, biologist, botanist, forester, other similarly degreed and/or licensed plant professional with at least five years' experience in planting and maintaining native plants and their associated natural ecosystems.

**EVERGREEN TREE** A tree that retains its leaves for most of the year.

**FORESTER** An individual trained and experienced in the profession of forestry who has a forestry degree from an institution of advanced education.

**HERITAGE TREE** Any mature tree, that by its size, cultural significance, age, location, history, etc. make it special or unique, and thus worth preserving.

INFRASTRUCTURE	The basic underlying framework or features that provide collective services, including but not limited to roads, waterlines, storm sewers, bioswales, and trees.
INVASIVE SPECIES	An introduced or exotic species that significantly modifies or disrupts the ecosystem in which it colonizes. Examples are English holly ( <i>Ilex aquifolium</i> ), or Tree of Heaven ( <i>Ailanthus altissima</i> ).
LANDSCAPE CONTRACTOR	A company or individual contracted to perform landscape services.
LANDSCAPING PROFESSIONAL	A registered landscape architect, horticulturalist, or other similarly degreed, experienced and/or licensed plant professional.
NATURAL AMENITY EXCEPTION	A landscape and preservation plan intended as a substitute for the replacement requirements of this Section.
PREFERRED TREE LIST	A listing of preferred tree species, street trees or otherwise, that appear at the end of this Policy.
PROTECTED TREE	Refers to any tree species designated by this Policy as having special protection due to its size, age, cultural significance, or ecological importance.
REGULATED ARTICLES	Any insects at any living stage of development, any quarantined materials such as wood products including, but not limited to chips, limbs, lumber, firewood, contaminated soils, or any other product or means of conveyance which may be determined by agencies such as, for example, the Federal or State departments of agriculture , (but not limited to these departments), to pose a risk of spread of any infestation or infection.
SIGNIFICANT TREE:	Any tree (using current Urban Forestry Standard) that is 6" diameter at breast height (DBH) or more.
SIGNIFICANT TREE REMOVAL	Removal of a Heritage Tree or grouping/stand of trees, or a Significant Tree.
Tree REMOVAL	The cutting down, destruction, or removal of any tree, including damaging by poison or other direct or indirect action.

URBAN FOREST

Refers to the collective trees within the city limits.

VIABLE

A tree, which in the judgment of the City of Carnation, is capable of sustaining its own life processes for a reasonable period of time.





# CARNATION CITY COUNCIL

## AGENDA BILL

<b>TITLE:</b> An Ordinance amending the Carnation Municipal Code to add a Chapter 14.08 entitled “Tree Protection and Preservation”.	<b>Agenda Bill No.:</b>	<b>AB24-72</b>
	<b>Type of Action:</b>	
	<b>Origin:</b> <i>(Council/Manager)</i>	Interim City Manager
	<b>Agenda Bill Author:</b>	Interim City Manager
<b>EXHIBITS :</b>  Ordinance No. 24-987	<b>Date Submitted:</b>	08/05/24
	<b>For Agenda of:</b>	08/05/24
	<b>Expenditure Required:</b>	\$0
	<b>Amount Budgeted:</b>	N/A
	<b>Appropriation Required:</b>	N/A

**SUMMARY STATEMENT AND DISCUSSION:**  
 The tree ordinance is recommended by the Planning and Parks Board and was created through community input, Planning and Parks Board feedback and the Arbor Day Foundation’s sample ordinance. Legal has also approved it. The ordinance delegates the authority and responsibility for managing public trees, establishes practices governing the planting and care of trees on public property, and makes provision for the emergency removal of trees on private property under certain conditions.

**RECOMMENDED ACTION:** I move to adopt Ordinance No. 24-987 amending the Carnation Municipal Code to add a Chapter 14.08 entitled “Tree Protection and Preservation”.

**LEGISLATIVE HISTORY:**  
 The tree ordinance is unanimously recommended by the Planning and Parks Board. The Planning and Parks Board also recommends the City Council consider some protections of private trees in the landscape code.

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**

**ORDINANCE NO. 24-987**

**AN ORDINANCE OF THE CITY OF CARNATION, WASHINGTON AMENDING THE CARNATION MUNICIPAL CODE TO ADD A CHAPTER 14.08 ENTITLED “TREE PROTECTION AND PRESERVATION” TO THE CARNATION MUNICIPAL CODE, PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE**

**WHEREAS**, trees are essential to sustaining life on planet earth; and

**WHEREAS**, trees purify the air and reduce greenhouse gases that cause global warming;  
and

**WHEREAS**, trees provide habitat for wildlife and generally improve the wellbeing of the public; and

**WHEREAS**, the City of Carnation wishes to encourage public tree protections.

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

**Section 1.** A new Carnation Municipal Code Chapter 14.08, Tree Protection and Preservation, is hereby adopted as follows:

**14.08.010 Purpose.**

To enhance the quality of life and the present and future health, safety, and welfare of all residents, to enhance property values, to ensure proper planting and care of trees on public property, and to protect, preserve and promote the growth of trees within the City. The City Council herein delegates the authority and responsibility for managing public trees, establishes practices governing the planting and care of trees on public property, and makes provision for the emergency removal of trees on private property under certain conditions.

**14.08.020 Definitions.**

As used in this Chapter, the following words and phrases shall have the meanings indicated:

**Damage** – any injury to or destruction of a tree, including but not limited to: uprooting; severance of all or part of the root system or main trunk; storage of material on or compaction of surrounding soil; a substantial change in the natural grade above a root system or around a trunk; surrounding the tree with impervious paving materials; or any trauma caused by accident or collision.

**Heritage Tree** – Any mature tree, that by its size, cultural significance, age, location, history, etc.

make it special or unique, and thus worth preserving. Consult the Arbor Day Foundation or an ISA Certified Arborist for questions on heritage trees.

**Invasive Species** – An introduced or exotic species that significantly modifies or disrupts the ecosystem in which it colonizes. Examples are English holly (*Ilex aquifolium*), or Tree of Heaven (*Ailanthus altissima*).

**Nuisance** – any tree, or limb thereof, that has an infectious disease or insect; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safety, and welfare.

**Public Right of Way** – the area along a public street between the curb and the sidewalk; or if there is no curb or sidewalk, the unpaved portion of the area between the street right-of-way line and the paved portion of the street or alley.

**Public Property** – all grounds and rights-of-way (ROWS) owned or maintained by the City.

**Public Tree** – any tree or woody vegetation on city-owned or city-maintained property or rights-of-way.

**Significant Tree** - Any tree (using current Urban Forestry Standard) that is 6” diameter at breast height (DBH) or more.

**Top or Topping** – the non-standard practice of cutting back of limbs to stubs within a tree’s crown to such a degree so as to remove the normal canopy and disfigure the tree.

#### **14.08.030 Authority and power.**

- A. **Delegation of authority and responsibility.** The Community Economic (CED) Department and/or their designee, hereinafter referred to as “CED”, shall have full authority and responsibility to plant, prune, maintain and remove trees and woody plants growing in or upon all municipal streets, rights-of-ways, city parks, and other public property. This shall include the removal of trees that may threaten electrical, telephone, cable, gas, or any municipal water or sewer line, or any tree that is affected by fungus, insect, or other pest disease, or is a safety hazard.
- B. **Consultant.** The CED will contract with ISA Certified Arborists for recommendations on tree health, pruning and removal, as needed. An ISA Certified Arborist will be consulted prior to the removal of any significant or heritage public tree.
- C. **Coordination among city departments.** All city departments will coordinate as necessary with the CED and will provide services as required to ensure compliance with this Ordinance as it relates to streets, alleys, rights-of-way, drainage, easements, and other public properties not under direct jurisdiction of the CED.
- D. **Interference.** No person shall hinder, prevent, delay, or interfere with the CED or their agents while engaged in carrying out the execution or enforcement of this Ordinance.

#### 14.04.040 Tree planting and care standards.

- A. **Standards.** All planting and maintenance of public trees shall conform to the American National Standards Institute (ANSI) [A-300 "Standards for Tree Care Operations"](#) and shall follow all tree care [Best Management Practices \(BMPs\)](#) published by the International Society of Arboriculture.
- B. **Removal.** Any tree removed from a parcel or transplanted offsite must be replaced according to best practices in section (a).
- C. **Requirements of franchise utility companies.** The maintenance of public trees for utility clearance shall conform to all applicable utility industry standards. Proper selection and placement of trees in and around overhead utilities can eliminate potential public safety hazards, reduce expenses for utilities and their customers, and improve landscape appearance.
- D. **Preferred species list.** The CED shall maintain an official list of desirable tree species for planting on public property in two size classes: Ornamental (20 feet or less in height at maturity) and Shade (greater than 20 feet at maturity). Trees from this approved list may be planted without special permission; other species may be planted with approval from the CED.
- E. **Invasive Species.** Removal of invasive woody plants such as buckthorn are encouraged. These invasive plants can quickly colonize an area reducing the health and vitality of non-invasive plants.
- F. **Planting distances.** The CED shall develop a set of spacing requirements for the planting of trees on public property. No tree may be planted within the visibility triangle of a street intersection or within 10 feet of a fire hydrant.
- G. **Planting trees under electric utility lines.** Only trees listed as Ornamental trees on the official city tree species list may be planted under or within 15 lateral feet of any overhead utility wire.
- H. **Significant Trees.** Every effort should be made to preserve and maintain significant trees unless their removal is in the public interest. If a significant tree is removed, there will be a 3:1 replacement whereby three trees will be planted as replacement. The replacement trees will be planted on the same property, if possible. Planting will occur in the landscape season.
- I. **Heritage Tree.** Every effort should be made to preserve and maintain heritage trees unless their removal is in the public interest. If a heritage tree is removed, there will be a 3:1 replacement whereby three trees will be planted as replacement. The replacement trees will be planted on the same property, if possible. Planting will occur in the landscape season.
- J. **Education.** The City shall annually celebrate Arbor Day and work with local non-profits and community groups on the celebration. Resources on proper tree care and maintenance shall be made available to the community.
- K. **Utility Locates.** All stump removals or digging for tree plantings shall require underground utility locations prior to any action.

#### 14.08.050 Prohibition against harming public trees.

- A. It shall be unlawful for any person, firm, or corporation to damage, remove, or cause the damage or removal of a tree on public property without written permission from the CED.

- B. It shall be unlawful for any person, firm, or corporation to attach any cable, wire, sign, or any other object to any street, park, or public tree.
- C. It shall be unlawful for any person, firm, or corporation to “top” any public tree. Trees severely damaged by storms or other causes, where best pruning practices are impractical may be exempted from this provision at the determination of the CED.
- D. Any person, firm, corporation, or city department performing construction near any public tree(s) shall consult with the CED and shall employ appropriate measures to protect the tree(s), according to procedures contained in the Best Management Practices (BMPs) for [“Managing Trees During Construction”](#) published by the International Society of Arboriculture. An ISA Certified Arborist will be consulted for a tree preservation plan, as needed.
- E. Each violation of this section as determined and notified by the CED shall constitute a separate violation, punishable by fines and penalties in the amount of one thousand dollars (\$1,000.00), in addition to mitigation values placed on the tree(s) removed or damaged in violation of this section.

**14.08.060 Adjacent owner responsibility.**

- A. The owner of land adjacent to any city street or highway, when acting within the provisions of this Ordinance, may plant and maintain trees in the adjacent public right of way area.
- B. No property owner shall allow a tree, or other plant growing on his or her property to obstruct or interfere with pedestrians, the public right of way or the view of drivers, thereby creating a hazard. If an obstruction persists, the CED shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice, the City may undertake the necessary work and charge the cost to the property owner and assess fines and fees. See Chapter 8.26 for Nuisance fines and fees.

**14.08.070 Certain trees declared a nuisance.**

- A. Any tree, or limb thereof, on private property determined by the CED to have contracted a lethal, communicable disease or insect; to be dead or dying; to obstruct the view of traffic signs or the free passage of pedestrians or vehicles; or that threatens public health, safety, and welfare is declared a nuisance and the City may require its treatment or removal. The City shall consult with an ISA Certified Arborist prior to removal of any significant or heritage tree that appears to be dead or dying. See Chapter 8.26 for Nuisance fines and fees.
- B. Private property owners have the duty, at their own expense, to remove or treat nuisance trees on their property. The City may remove such trees at the owner's expense if the owner does not comply with treatment and/or removal as specified by the CED within the written notification period.

**14.08.080 Violations and penalty.**

Any person, firm or corporation violating any provision of this Ordinance shall be subject to a fine not to exceed one thousand dollars (\$1,000.00) for each offense and referred to the City’s Prosecutor for misdemeanor charges.

**14.08.090 Appeals.**

Appeals to decisions by the CED, or to penalties imposed after violations of this ordinance, shall be heard by the City Manager.

**Section 2. Severability.** If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 3. Authority to make necessary corrections.** The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 4. Effective date.** This Ordinance shall be in full force and effect five days after publication.

PASSED, ADOPTED by the City Council of the City of Carnation, State of Washington, on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

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

ATTEST:

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





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

<b>TITLE:</b> A Motion to accept the Finance and Operations Committee’s recommendation for the second round award of the Carnation Destination Fund and Residents Fund.	<b>Agenda Bill No.:</b>	<b>AB24-73</b>
	<b>Type of Action:</b>	<b>MOTION</b>
	<b>Origin:</b> <i>(Council/Manager)</i>	Interim City Manager
	<b>Agenda Bill Author:</b>	Interim City Manager
<b>EXHIBITS:</b>  1. Carnation Fund Round 2 Presentation	<b>Date Submitted:</b>	08/05/24
	<b>For Agenda of:</b>	08/05/24
	<b>Expenditure Required:</b>	\$6,200.00
	<b>Amount Budgeted:</b>	\$6,200.00
	<b>Appropriation Required:</b>	\$0.00

**SUMMARY STATEMENT AND DISCUSSION:**

On July 19, 2024, the Finance and Operations Committee convened to evaluate second-round applicants for the Carnation Destination Fund and the Carnation Resident Fund. Applications were evaluated by rating the level of public benefit provided to the Carnation community.

Destination Fund:  
 Carnation Chamber of Commerce: \$900.00  
 Carnation Farmer’s Market: \$300.00

Residents Fund:  
 Empower Youth Network: \$5,000.00

**RECOMMENDED ACTION:** I move to accept the Finance and Operations Committee’s recommendation for the second round award of the Carnation Destination Fund and Resident Fund.

**LEGISLATIVE HISTORY:** 05/21/2024: Motion by Councilmember Merizan second by Deputy Mayor Hawkins to open a second round of applications for the Carnation Fund. Motion Passed (5-0).

<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.:		





# ROUND 2 REVIEW OF CARNATION FUND APPLICANTS

Finance and Operations Committee  
July 19, 2024

# TWO FUNDS – \$6,200

## DESTINATION FUND

**Purpose of funding:** Provide events that attract visitors to the City. Examples include meals, childcare, recreational activities, transportation, etc.

### **Scoring Criteria:**

- The event must be held in the City of Carnation.
- The event should bring “heads to booths.”
- The event should not benefit only one business.
- The event must have free entry.

## RESIDENT FUND

**Purpose of funding:** Provide benefits to special populations who reside in the City of Carnation.

### **Scoring Criteria:**

- Carnation residents are in the service area
- Number served
- Assists a special population
- Has a clear Focus: Health, Education, Need, Employment, Early Development etc.



# ROUND #1 RECAP



## **The following groups received funding:**

1. A Supportive Community for All (Pride Picnic) - \$2,000
2. Carnation 4th of July Committee - \$6,800
3. Old Friends Club - \$2,000
4. Senior Center - \$5,000

## **The following groups were disqualified, but are eligible for Round 2 :**

1. Empower Youth Network - Budget over \$1 Million
2. Tolt Good Neighbor Pre-School - initially could not confirm non-profit status, but the organization is an arm of Tolt UCC

## **The following groups will NOT be in the pool for Round 2:**

1. Tolt UCC Pancake Breakfast - 2024 event passed
2. A Supportive Community for All - Withdrew application

# DESTINATION FUND CRITERIA

<b>NAME</b>	<b>IN THE CITY OF CARNATION</b>	<b>HEADS TO BOOTHS</b>	<b>MULTIPLE LOCAL BUSINESSES BENEFIT</b>	<b>FREE EVENT</b>	<b>TOTAL POINTS</b>
<b>Carnation Farmer's Market</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>3</b>
<b>Chamber of Commerce: Christmas of Carnation</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>4</b>



# RESIDENT FUND CRITERIA

NAME	IN CARNATION	NUMBERS SERVED	SPECIAL POPULATIONS	FOCUS	TOTAL POINTS
Tolt Good Neighbor Pres-School	1	2	1 - Low Income	1 Health	5
Empower Youth Network	1	2	1 - Low Income	1 Hunger	5
Village Schoolhouse Academy / Tolt Montessori	0	1	0	0	1
Carnation Elementary School PTSA - Accessible Playground	1	3	1 - Disabled youth	1 Accesibility	6
Carnation Elementary School PTSA - Swings	1	3	0	0	4
<del>Katsiki Goat Farm</del>	<del>0</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>1</del>



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

<b>TITLE:</b> An ordinance repealing Chapter 8.22 Parades and Public Assemblies and adding Chapter 5.60: Special Events to the Carnation Municipal Code.	<b>Agenda Bill No.:</b>	<b>AB24-74</b>
	<b>Type of Action:</b>	<b>ORDINANCE</b>
	<b>Origin:</b> <i>(Council/Manager)</i>	Interim City Manager
	<b>Agenda Bill Author:</b>	Interim City Manager
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>Ordinance No. 24-991</li> </ul>	<b>Date Submitted:</b>	08/05/24
	<b>For Agenda of:</b>	08/05/24
	<b>Expenditure Required:</b>	\$0
	<b>Amount Budgeted:</b>	N/A
	<b>Appropriation Required:</b>	N/A

**SUMMARY STATEMENT AND DISCUSSION:**  
 As the City of Carnation continues to grow and establish itself as a destination for music and other large gatherings, the Carnation Municipal Code must adapt its regulations regarding special events. City Staff is currently using a Parade and Public Assembly permit process for all events in public spaces over 20 people. Many cities throughout the Valley area are bolstering their special event codes in order to provide increased clarity to event holders and safety personnel reviewing permit applications. Special events are important to the economic development of the City, and we encourage event holders to hold community events for the residents of Carnation.

**RECOMMENDED ACTION:** I move to adopt Ordinance No. 24-99.

**LEGISLATIVE HISTORY:**

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

**CITY OF CARNATION**

**ORDINANCE NO. 24-991**

**AN ORDINANCE REPEALING CHAPTER 8.22 *PARADES AND PUBLIC ASSEMBLIES* AND ADDING CHAPTER 5.60: *SPECIAL EVENTS* TO THE CARNATION MUNICIPAL CODE, PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE**

WHEREAS, as the City of Carnation continues to grow and establish itself as a destination for music and other large gatherings, the Carnation Municipal Code must adapt its regulations regarding special events; and

WHEREAS, City Staff is currently using a Parade and Public Assembly permit process for all events in public spaces over 20 people; and

WHEREAS, many cities throughout the Valley area are bolstering their special event codes in order to provide increased clarity to event holders and safety personnel reviewing permit applications; and

WHEREAS, special events are important to the economic development of the City, and we encourage event holders to hold community events for the residents of Carnation.

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

**Section 1. Repealer.** Carnation Municipal Code Chapter 8.22, Parades and Public Assemblies, is hereby repealed in its entirety.

**Section 2.** A new Carnation Municipal Code Chapter 5.60, Special Events is hereby adopted to read as follows:

5.60.10 Purpose. The purpose of this chapter is to accommodate and allow for individual, occasional, or seasonal activities and events desired by members of the community and to:

- (1) Ensure special events and activities do not unduly impact or threaten the public's health, safety, and welfare;
- (2) Protect and preserve public infrastructure and city resources;
- (3) Prevent unplanned disruption of public services;
- (4) Mitigate impacts to the extent feasible;
- (5) Allow for the exercise of protected free speech; and
- (6) Facilitate business events of a singular or infrequent nature.

5.60.020 Applicability.

- (1) This chapter applies only to "special events" as defined in CMC 5.60.030.
- (2) This chapter specifically exempts the following:
  - (a) Funeral procession by a licensed mortuary;

- (b) Temporary sales conducted by businesses on site, such as holiday sales, grand opening sales, sidewalk sales, or anniversary sales;
- (c) Garage sales, rummage sales, lemonade stands, and car washes outside of the right-of-way;
- (d) Lawful picketing/demonstrating in public places protected by the First and Fourteenth Amendments to the United States Constitution.

#### 5.60.030 Definitions.

The following definitions apply to the terms used in this chapter:

“Event organizer” means the person or entity that is sponsoring or organizing a special event.

“Special event” means any temporary or ongoing activity (including, but not limited to, fun runs, roadway foot races, fundraising walks, auctions, bike-a-thons, parades, carnivals, shows, or exhibitions, filming/movie events, circuses, concerts, festivals, block parties, and fairs) conducted on:

- (a) Public property or in a public right-of-way that causes the closure or limited use of streets, sidewalks, public parking, parks or other public venues normally accessible by the general public; or
- (b) Private property and would have a direct significant impact on traffic congestion or traffic flow to and from the event over public streets or rights-of-way, would significantly impact public streets or rights-of-way near the event, would significantly impact the need for emergency services, or would create a nuisance per Chapter 8.26 CMC. It is presumed that an event with an estimated attendance of 50 or more people qualifies as a “special event.”

#### 5.60.040 Permit Required.

It is unlawful for any person to hold or conduct any special event as defined in CMC 5.06.030 in the city without a permit issued per this chapter.

#### 5.60.50 Permit Application.

(1) An application for a special event permit must:

- (a) Be made on forms available from the city;
- (b) Be completed and submitted to the city no later than 30 days prior to the proposed event;
- (c) Include the application fee as described in the fee schedule

(2) A waiver of the deadline in subsection (1)(b) of this section may be granted by the city upon a showing of good cause. The city must consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other city services for the event. Good cause can be demonstrated by the applicant showing that the circumstances that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, or that the event is related to the exercise of rights under the First and Fourteenth Amendments of the United States Constitution.

(3) The application must include the following:



- (a) Purpose of the special event; name, address and telephone number of the sponsoring organization or individual(s);
- (b) Proposed date of event, location and hours of operation, schedule of events, and estimated attendance;
- (c) Special facility and city assistance requests; and
- (d) Sanitation Requirements.
  - (i) Adequate waste disposal facilities must be identified and information demonstrating how facilities will be obtained must be provided.
  - (ii) Adequate restroom and washroom facilities must be identified and information demonstrating how facilities will be arranged for or obtained by the applicant, subject to the King County health department's review and certification process, must be provided.
- (4) Permits, approvals, or coordination from other public agencies when required must be submitted prior to the issuance of the permit.
- (5) Five days prior to the event, a complete list of concessionaires operating any booths must be submitted.
- (6) The city may require other information deemed reasonably necessary to determine that the permit meets the requirements of this chapter.
- (7) When an event will be an exercise of rights protected by the First and Fourteenth Amendments to the United States Constitution, the application must be processed promptly, without charging a fee or imposing terms or conditions that infringe upon constitutional freedoms, and in a manner that respects the liberty of applicants and the public.

#### 5.60.060 Departmental Analysis.

- (1) The City must send copies of special event permit applications to the entity contracted for police services and Eastside Fire and Rescue for review and determination of services required.
- (2) The applicant is required to coordinate with the police department employ police officers for security and traffic control as determined by the departmental analysis.
- (3) The city must estimate the cost of city services (e.g., police, public works employees, etc.) for a special event prior to the event. As a condition of permit approval, the director may require a cash deposit for such costs prior to issuance of a special event permit. Additional costs incurred by the city will be evaluated following the completion of the event.

#### 5.60.070 Approval/Denial by the City.

- (1) A permit may be issued by the city only if all of the following criteria and conditions for issuance are met:
  - (a) Adequate plans for parking exist to meet the need generated by the proposed event;
  - (b) The proposed event or proposed use of the street will not intrude onto or over any portion of a public right-of-way open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering property or public safety;
  - (c) The proposed event will not impact, or will reasonably mitigate its impact, on nearby private property, including those impacts related to noise, light, and parking;
  - (d) The proposed event will not cause unreasonable impacts to other activities such as events or construction on the date(s) requested;

- (e) The proposed event location has not been unreasonably impacted by the number of other events in a one-year period;
- (f) Such other and further conditions as the city deems necessary to reasonably ensure that the proposed special event does not in any way create a likelihood of endangering public safety, including, but not limited to, those who may participate or be spectators.

#### 5.60.080 Denial – Criteria.

(1) An application for a special event permit may be denied for any of the following reasons:

- (a) The event will disrupt traffic within the city beyond practical solution;
- (b) The event will protrude into the public space open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering the public;
- (c) The event will interfere with access to emergency services;
- (d) The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents;
- (e) The event will require the diversion of so many city employees that it would unreasonably affect other city services;
- (f) The application contains incomplete or false information;
- (g) The applicant fails to provide proof of insurance;
- (h) The applicant fails to obtain local, county, state, or federal permits as required;
- (i) The applicant fails to complete the application or to supply other required information or documents, or the applicant declares or shows an unwillingness or inability to comply with the reasonable terms or conditions contained in the proposed permit;
- (j) The proposed event would conflict with another proximate event, interfere with construction or maintenance work in the immediate vicinity, or unreasonably infringe upon the rights of abutting property;
- (k) The proposed event would unreasonably disrupt the orderly or safe circulation of traffic and would present an unreasonable risk of injury or damage to the public;
- (l) There are not sufficient safety personnel or other necessary city staff to accommodate the event.

(2) In the event subsection (1)(j), (k), or (l) of this section applies, the city must offer the applicant the opportunity to submit an alternative date or place for the proposed event before denying the application.

#### 5.60.090 Site restoration.

(1) Cleanup. The permittee is required to clean all permitted public properties and the right-of-way of rubbish and debris, returning it to its pre-event condition. If the permittee fails to clean up such refuse, the cleanup will be arranged by the city and the costs charged to the permittee. The city may in its discretion require a cash cleanup deposit.

(2) Damage to City Property. The city reserves the right to charge the event permittee the replacement cost for any documented damage to city property occurring during a special event. The city may in its discretion require a cash damage deposit.

#### 5.06.100 Insurance Required.

- (1) The applicant for a special event that does not involve the exercise of rights protected by the First and Fourteenth Amendments to the United States Constitution is required to obtain and present evidence of insurance prior to permit issuance.
- (2) The city will determine the types and amounts of insurance required based on the risk exposure of the event.
- (3) A general liability insurance policy must be consistent with all of the following:
  - (a) Be written on an occurrence form;
  - (b) Name the city as an additional insured using an endorsement at least as broad as ISO additional endorsement form CG 20 26;
  - (c) Be written for a period not less than 24 hours prior to the event and extending for a period not less than 24 hours following the completion of the event, or for the entire period of set up and tear down, whichever is longer.
- (4) The applicant must provide the city and all additional insureds for this event with written notice of any policy cancellation within two business days of their receipt of such notice.
- (5) In circumstances posing a significantly high risk of liability, the city may, in its discretion, increase the minimum insurance requirements, and in circumstances posing a significantly low risk of liability, the city may in its discretion reduce the minimum insurance requirements.

#### 5.60.110 Revocation of Special Event Permit.

- (1) Any special event permit issued pursuant to this chapter may be revoked by the City Manager or designee if the City Manager or designee in consultation with the mayor determines that any of the following apply:
  - (a) That the special event cannot be conducted without violating the provisions of this chapter or the conditions of the special event permit;
  - (b) The special event is being conducted in violation of the provisions of this chapter or any condition of the special event permit;
  - (c) The special event poses a threat to the public health or safety;
  - (d) Conditions such as severe weather or other circumstances beyond the control of the city or the permittee have created or are likely to create conditions detrimental to the health and safety of the public or the event participants;
  - (e) The permittee has failed to obtain any other permit required by the city or pursuant to other local, state or federal law;
  - (f) The special event permit was issued in error or contrary to applicable law;
  - (g) The permittee has not paid all applicable city fees when due;
  - (h) The participants in the special event are engaged in illegal activities.
- (2) Except as otherwise provided in this section, revocation of a special event permit must be in writing, must describe the reasons for the revocation and must be mailed, electronically transmitted, or hand-delivered to the permittee.
- (3) If there is an emergency requiring immediate revocation of a special event permit, the City Manager or designee may verbally notify the permittee of the revocation and the reasons for the revocation, followed by written notice within seven days.

#### 5.60.120 Violation – Penalty.

(1) It is unlawful to sponsor, conduct, or operate a special event contrary to this chapter or contrary to the conditions of a special event permit, or for any participant in a special event to violate a condition of the special event permit willfully and knowingly.

(2) Violation of this chapter is a class 1 civil infraction

**Section 3.**     **Severability.** If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 4.**     **Authority to make necessary corrections.** The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 5.**     **Effective date.** This Ordinance shall be in full force and effect five days after publication.

PASSED, ADOPTED by the City Council of the City of Carnation, State of Washington, on this 5<sup>th</sup> day of August 2024.

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

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

ATTEST:

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



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

<b>TITLE:</b> A Motion to amend Carnation Municipal Code Section 3.48.060 to include accessory dwelling unit (ADU) Construction in the exemption category for school impact fees.	<b>Agenda Bill No.:</b>	<b>AB24-75</b>
	<b>Type of Action:</b>	<b>MOTION</b>
	<b>Origin:</b> <i>(Council/Manager)</i>	Interim City Manager
	<b>Agenda Bill Author:</b>	Interim City Manager
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>Ordinance 24-992</li> </ul>	<b>Date Submitted:</b>	08/05/24
	<b>For Agenda of:</b>	08/05/24
	<b>Expenditure Required:</b>	\$0.00
	<b>Amount Budgeted:</b>	\$0.00
	<b>Appropriation Required:</b>	\$0.00

**SUMMARY STATEMENT AND DISCUSSION:**  
 The Riverview School District and their legal counsel are in support of the City of Carnation waiving school impact fees for accessory dwelling units (ADUs). King County and many local jurisdictions waive school impact fees for ADUs. This is also consistent with our Housing Action Plan goal of making it easier to build ADUs.

**RECOMMENDED ACTION:** I move to adopt ordinance 24-992.

**LEGISLATIVE HISTORY:**

<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. 24-992**

**AN ORDINANCE AMENDING CARNATION MUNICIPAL CODE SECTION 3.48.060 TO INCLUDE ACCESSORY DWELLING UNIT (ADU) CONSTRUCTION IN THE EXEMPTION CATEGORY FOR SCHOOL IMPACT FEES, PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE**

WHEREAS, construction of ADUs is an important tool being used to address housing shortages; and

WHEREAS, King County and other local jurisdictions provide for the waiver of school impact fees; and

WHEREAS, encouraging construction of ADUs by decreasing impact fees is consistent with the City's Housing Action Plan.

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

**Section 1.** Carnation Municipal Code 3.48.060 "Exemptions and Credits" is hereby amended as follows:

**3.48.060 – Exemptions and Credits**

A. The following shall be exempt from the application of impact fees:

1. Any form of housing exclusively for the elderly including nursing homes and retirement centers, so long as these uses are maintained in perpetuity and the necessary covenants or declarations of restrictions are recorded on the property to ensure that no children will reside in the development; or
2. The replacement of a structure with a new structure of the same size and use at the same site or lot when such replacement occurs within twelve months of the demolition or destruction of the prior structure; or
3. Alterations or expansion or enlargement or remodeling or rehabilitation or conversion of an existing dwelling unit where no additional units are created and the use is not changed; or
4. Any development activity that is exempt from the payment of an impact fee pursuant to RCW 82.02.100, due to mitigation of the same system improvement under the State Environmental Policy Act; or
5. Any development activity for which school impacts have been mitigated by the payment of fees, dedication of land, or construction or improvement of school facilities pursuant to preliminary plat or PUD approval prior to the effective date of this chapter, unless the terms of the plat or PUD approval provide otherwise; or
6. Any development activity for which school impacts have been mitigated by the payment of fees, dedication of land, or construction or improvement of school

- facilities pursuant to a voluntary agreement entered into with the district prior to the effective date of this chapter, unless the terms of the agreement provide otherwise; or
7. Low income housing projects being developed by a public housing authority or a private nonprofit housing organization as defined in [Section 3.48.020](#).
  8. Accessory Dwelling Units (ADUs) as defined in CMC 15.08.010 are exempt from school impact fees.

**Section 2.**     **Severability.** If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 3.**     **Authority to make necessary corrections.** The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 4.**     **Effective date.** This Ordinance shall be in full force and effect five days after publication.

PASSED, ADOPTED by the City Council of the City of Carnation, State of Washington, on this 5<sup>th</sup> day of August 2024.

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Mayor, Jim Ribail

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Nikki Thompson, City Attorney

ATTEST:

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Lora Wilmes, City Clerk

	August 20, 2024 6:00 PM (Post Agenda August 16)	September 3 2024 6:00 PM (Post Agenda August 30)	September 17, 2024 6:00 PM (Post Agenda)	FUTURE ITEMS
<b>Work Session</b>	Green Logic Model			
<b>2 – Pledge of Allegiance (Alphabetical by last name)</b>	Councilmember Merizan	Councilmember Nelson	Councilmember Burrell	
<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: August 6, 2024</li> </ul>	Approval of Minutes: <ul style="list-style-type: none"> <li>Regular Meeting: August 20, 2024</li> </ul>	Approval of Minutes: <ul style="list-style-type: none"> <li>Regular Meeting: September 3, 2024</li> </ul>	
<b>6b – Claims</b>	Approval of Claims:	Approval of Claims:	Approval of Claims:	
<b>6c – Payroll</b>	Approval of Payroll: <ul style="list-style-type: none"> <li>July 1 – July 31, 2024</li> </ul>	Approval of Payroll: <ul style="list-style-type: none"> <li>N/A</li> </ul>	Approval of Payroll: <ul style="list-style-type: none"> <li>August 1 – August 31, 2024</li> <li>AB24-XX</li> </ul>	
<b>6d – Agenda Bills</b>	AB24-XX	AB24-XX		
<b>7 - Proclamations</b>	NONE	NONE	NONE	
<b>8 - PH Date Setting</b>	Set Public Hearing Date for Comp Plan	NONE	NONE	
<b>9 - Public Hearings</b>	<ul style="list-style-type: none"> <li>Draft Design Standards</li> <li>Draft Landscape Standards.</li> </ul>	NONE	NONE	
<b>10 – Council Reports &amp; Requests</b>	Council -	Council	Council	
<b>11 – Staff Reports</b>	Interim City Manager’s Office <ul style="list-style-type: none"> <li>Q2 Report</li> </ul>	Interim City Manager’s Office	Interim City Manager’s Office	
<b>12 – Executive Session</b>	Review/Discuss review resumes and pick no more than 3 candidates to interview	Discuss interview & choose an applicant to appoint to CM	NONE	



<b>13 – External Presentations</b>	4 <sup>th</sup> of July Committee (Carnation Fund)	NONE	<ul style="list-style-type: none"> <li>KCSO (Major Konsoke and Deputy Tollefson) RE/RF</li> </ul>	
<b>14 – Agenda Bills</b>	<ul style="list-style-type: none"> <li>AB24-XX 2<sup>nd</sup> Comcast</li> <li>AB24-XX PSE Franchise</li> </ul>	<ul style="list-style-type: none"> <li>AB24-XX</li> </ul>	<ul style="list-style-type: none"> <li>AB24-XX</li> </ul>	AB24-XX Hybrid (LW)
<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	Council	
<b>18 – Treasurers Report – Second Tuesday</b>	Treasurer Report from Lea	NONE	Treasurer Report from Lea	
<b>19 – Public Records Requests</b>	NONE	NONE	NONE	
<b>20 – Planning and Parks Board Minutes – Second Tuesday</b>	N/A	N/A	N/A	
<b>21 – Future Parks and Planning Meeting</b>	August 27, 2024 <ul style="list-style-type: none"> <li>5:00 PM</li> </ul>	September 24, 2024 <ul style="list-style-type: none"> <li>5:00 PM</li> </ul>	September 24, 2024 <ul style="list-style-type: none"> <li>5:00 PM</li> </ul> October 22, 2024 <ul style="list-style-type: none"> <li>5:00 PM</li> </ul>	
<b>22 - Future Committee Meetings</b>	Finance and Operations Committee <ul style="list-style-type: none"> <li>August 21, 2024</li> <li>5:00 PM</li> </ul> Community Development Committee <ul style="list-style-type: none"> <li>September 9, 2024</li> <li>3:00 PM</li> </ul> Public Safety Committee <ul style="list-style-type: none"> <li>September 9, 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 Committee <ul style="list-style-type: none"> <li>September 9, 2024</li> <li>3:00 PM</li> </ul> Public Safety Committee <ul style="list-style-type: none"> <li>September 9, 2024</li> <li>5:00 PM</li> </ul>	Finance and Operations Committee <ul style="list-style-type: none"> <li>September 18, 2024</li> <li>5:00 PM</li> </ul> Housing and Land Use <ul style="list-style-type: none"> <li>October 4, 2024</li> <li>1:00 PM</li> </ul>	
<b>23 – Future Council Meetings A</b>	September 3, 2024 <ul style="list-style-type: none"> <li>Regular Session</li> </ul>	September 17, 2024 <ul style="list-style-type: none"> <li>Regular Session</li> </ul>	October 1, 2024 <ul style="list-style-type: none"> <li>Regular Session</li> </ul>	Council Photos – September 17

<b>B</b>	September 17, 2024 <ul style="list-style-type: none"><li>• Regular Session</li></ul>	October 2, 2024 <ul style="list-style-type: none"><li>• Regular Session</li></ul>	October 15, 2024 <ul style="list-style-type: none"><li>• Regular Session</li></ul>	
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