CARNATION



CARNATION CITY COUNCIL AGENDA Regular Meeting

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

DATE: May 6, 2025 **TIME:** 6:00 P.M.

JOIN ONLINE VIA ZOOM: Click Here to Join!

Meeting ID: 889 8700 0325

Passcode: 882771

Dial by location: (253) 215 - 8782

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

1) CALL TO ORDER: Mayor Adair Hawkins

2) PLEDGE OF ALLEGIANCE: Councilmember Merizan

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, or made in person, or by telephone or computer connection at the time of the meeting. Individual comments should be limited to three minutes. Group comments shall be limited to five minutes.

6) CONSENT AGENDA:

a) Approval of Minutes Pg. 4

i) Regular Session: April 15, 2025

b) Approval of Claims

i) Check Mailing Date: April 17, 2025

(1) \$59,810.81 Pg. 8

ii) Check Mailing Date: April 23, 2025

(1) \$34,698.31 Pg.9

iii) Check Mailing Date: May 7, 2025

- (1) \$176,151.16 Pg. 11
- c) Payroll
 - i) NONE
- d) Agenda Bills
 - i) AB25-25 Authorizing City Manager to enter into contract for construction of the 2025 City Wide Seal Coat Project. Pg. 13
 - ii) AB25-26 Authorization for Mayor and City Manager to sign the State Auditor Office (SAO) engagement letter. Pg. 15
 - iii) AB25-27 Entering into contract with Civic Foundry for IT services and support. Pg. 22
 - iv) AB25-28 Authorizing City Manager to enter into contract for on-call electrician services. Pg. 27

7) PROCLAMATIONS:

- a) National Small Business Week Pg. 29
- b) AANHPI Heritage Month Pg. 30
- c) Older Americans Month Pg. 31
- d) World Falun Dafa Day Pg. 32

8) PUBLIC HEARINGS:

a) NONE

9) PRESENTATIONS:

a) NONE

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

a) Mayor Hawkins' presentation on tooth health Pg. 33

11) STAFF REPORTS & DISCUSSION ITEMS:

- a) City Manager's Office Report Pg. 46
 - i) Ziply Fiber Letter of Support

12) LONG RANGE VISIONING: A Council discussion on goals for 2026 and beyond.

- a) Advocacy
 - i) State Advocacy Approach
 - ii) County Advocacy
 - (1) Snoqualmie Valley Trail Stairs

13) AGENDA BILLS:

a) AB25-29 An Ordinance amending the City of Carnation 2025-2026 Biennial Budget adopted by Ordinance 24-1003. Pg. 47

- b) AB25-30 An Ordinance amending Carnation municipal code section 15.08.010 and section 15.40.120. Pg. 52
- c) AB25-31 An Ordinance amending the development agreement between the City of Carnation and David Remlinger and/or assigns. Pg. 56
- d) AB25-32 An Ordinance establishing permitting requirements for homeless encampments at religious organizations within the City. Pg.84
- **14) OTHER:** Councilmembers may introduce new topics, ask clarifying administrative questions, debate legislative issues and provide direction on new agenda items.

15) PLANNING AND PARKS BOARD MINUTES:

- a) March 25, 2025 Pg.97
- b) April 22, 2025 Pg. 99

16) UPCOMING PUBLIC HEARING DATES:

a) NONE

17) EXECUTIVE SESSION

a) NONE

18) FUTURE COMMITTEE MEETINGS:

- a) Housing and Land Use
 - i) May 9, 2025 at 3:00 PM
- b) Public Safety
 - i) May 19, 2025 at 4:00 PM
- c) Planning and Parks
 - i) May 27, 2025 at 5:00 PM
- d) Finance and Operations
 - i) June 18, 2025 at 5:00pm
- e) Community Economic Development
 - i) June 27, 2025 at 3:00 PM

19) FUTURE COUNCIL MEETINGS:

- a) May 20, 2025 Regular Meeting Pg. 102
 - i) 6:00 PM 9:00 PM
- b) June 3, 2025 Regular Meeting
 - i) 6:00 PM 9:00 PM
- 20) ADJOURNMENT: Mayor Adair Hawkins

CARNATION



CARNATION CITY COUNCIL AGENDA Regular Meeting Minutes 04-15-25

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

1) CALL TO ORDER: Mayor Adair Hawkins At: 6:01 PM

- 2) PLEDGE OF ALLEGIANCE: Councilmember Burrell
- 3) ROLL CALL: City Clerk Lora Wilmes
 - Present: Deputy Mayor Ribail, Mayor Hawkins, Councilmember Burrell, and Councilmember Merizan
 - Absent: Councilmember Nelson
 - Councilmember Nelson joined the meeting virtually at 6:04 PM
- **4) APPROVAL OF AGENDA:** Council of the Whole MOTION BY COUNCILMEMBER MERIZAN, SECOND BY COUNCILMEMBER BURRELL, TO APPROVE THE AGENDA.

MOTION BY MAYOR HAWKINS, SECOND BY COUNCILMEMBER MERIZAN, TO ADD PROPOSED RESOLUTION 25-533 UNDER **14) AGENDA BILLS**. MOTION PASSED (4-0).

MOTION BY DEPUTY MAYOR RIBAIL, SECOND BY COUNCILMEMBER MERIZAN TO APPROVE THE AGENDA AS AMENDED PASSED (5-0).

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 emailing 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 opened at: 6:05 PM

• Steve Bradshaw provided comment.

Public Comment closed at: 6:06 PM

6) CONSENT AGENDA:

a) Approval of Minutes

- i) Regular Session: April 1, 2025
- b) Approval of Claims
 - i) Check Mailing Date: April 16, 2025
 - (1) \$241,667.52
- c) Payroll
 - i) March 1 March 31, 2025
 - (1) \$155,617.48
- d) Agenda Bills
 - i) NONE

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

7) PROCLAMATIONS:

a) Earth Day

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

8) PUBLIC HEARINGS:

Carnation City Council to consider public comment regarding an amendment to Chapter 15.08 Basic Definitions and Interpretations regarding a definition of Recreational Vehicle Park and a corresponding amendment to Chapter 15.40.120 Permitted Uses, Table Interpretation.

Public Hearing opened at: 6:09 PM

• No one provided comment.

Public Hearing closed at: 6:10 PM

9) PRESENTATIONS:

a) NONE

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

- Councilmember Nelson reported out.
- Councilmember Burrell reported out.
- Deputy Mayor Ribail reported out.
- Councilmember Merizan reported out.
- Mayor Hawkins reported out.

11) STAFF REPORTS & DISCUSSION ITEMS:

- a) City Manager's Office Report
 - i) Q1 Accomplishments

- ii) DRAFT Proposed Zoning Map
- 12) LONG RANGE VISIONING: A Council discussion on goals for 2026 and beyond.
 - a) Infrastructure

13) AGENDA BILLS:

a) NONE

MOTION BY MAYOR HAWKINS, SECOND BY COUNCILMEMBER BURRELL, TO APPROVE RESOLUTION 25-533 CLARIFYING THE CITY OF CARNATION'S NON-RESIDENTIAL SEWER UTILITY RATES. MOTION PASSED (5-0).

- **14) OTHER:** Councilmembers may introduce new topics, ask clarifying administrative questions, debate legislative issues and provide direction on new agenda items.
 - a) Letter to King County City Council for KC Sheriff funding

15) PLANNING AND PARKS BOARD MINUTES:

a) NONE

16) UPCOMING PUBLIC HEARING DATES:

a) NONE

17) EXECUTIVE SESSION

a) NONE

18) FUTURE COMMITTEE MEETINGS:

- a) Finance and Operations
 - i) April 16, 2025, at 5:00 PM
- b) Planning and Parks
 - i) April 22, 2025, at 5:00 PM
- c) Housing and Land Use
 - i) May 9, 2025, at 3:00 PM
- d) Public Safety
 - i) May 19, 2025, at 4:00 PM
- e) Community Economic Development
 - i) June 27, 2025, at 3:00 PM

19) FUTURE COUNCIL MEETINGS:

- a) May 6, 2025 Regular Meeting
 - i) 6:00 PM 9:00 PM
- b) May 20, 2025 Regular Meeting
 - i) 6:00 PM 9:00 PM

Approved at the regular meeting of the Carnation City C	ouncil on May 6, 2025
MAYOR ADAIR HAWKINS	
CITY CLERK LORA WILMES	

20) ADJOURNMENT: Mayor Adair Hawkins At: 8:10 PM



City of Carnation

As Of: 05/31/2025

Time: 16:48:46 Date: 04/16/2025

Page:

1

Accts							
Pay #	Received	Date Due		Vendor		Amount	Memo
3719	04/14/2025	04/14/2025	140010	ASTUTO, JASON		300.08	14001.0 - 32010 NE 24TH ST
3722	04/14/2025	04/14/2025	3546210	Z BHATTACHARYA, SMRITI		214.48	354621.0 - 32715 NE 51ST ST
3725	04/14/2025	04/14/2025	1810000	3 BLANKENSHIP, LEONARD /		38.67	181000.0 - 5708 320TH AVE NE
3727	04/15/2025	04/15/2025	657	4 FURY SITEWORKS, INC		1,463.27	Leaking Watermain Pothole on Stewart
3726	04/15/2025	04/15/2025	1619	🗲 IGNACIO, LARISA	/	455.00	Easter Egg Hunt - Petting Zoo and Face Paint
3728	04/15/2025	04/15/2025	1620		TC 1	39,581.85	Vaccum Station Valve Replacement and Piping
							Modifications
3720	04/14/2025	04/14/2025	2680020	7 MURRAY, JAMES		254.29	268002.0 - 4751 STEPHENS AVE
3723	04/14/2025	04/14/2025	7423840	SHAW, KAITLIN		210.44	742384.0 - 32798 NE 51ST ST
3724	04/14/2025	04/14/2025	5790020	q SNOW, MIKE		187.06	579002.0 - 32165 E ENTWISTLE ST
3729	04/15/2025	04/15/2025	1621	10 STATELINE, LLC ✓		14,389.23	Spring Tank Sampling Station Improvements
3718	04/14/2025	04/14/2025	7424100	If TOTTEN, CONNELL & EMILY		355.78	742410.0 - 4108 REGAL ST
3730	04/16/2025	04/16/2025	1622	12TRAFFICWRAPZ		2,117.18	Utility Box Art - Triangle Park
3721	04/14/2025	04/14/2025	7423520	13 TUSING, ELIZABETH		243.48	742352.0 - 32003 REGAL ST
				.,	Dona at Tatal	50.010.01	
					Report Total:	59,810.81	

X

This report has been reviewed by:

REMARKS:

Signature & Title

Jizi Ribail (Apr 16, 2025 17:08 PDT)

Pepry Mayor

bn (bn)

Covicilivember

Date

Divedor

City of Carnation

As Of: 04/21/2025

Time: 18:32:01 Date: 04/21/2025

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Accts Pay #	Received	Date Due		Vendor		Amount	Memo
3731	04/21/2025	04/21/2025	527	AHBL, INC		487.50	On-Call Engineering Services
3732		04/21/2025		₹ AHBL, INC			On-Call Engineering Services - November 2024
3747		04/21/2025		3 BEAR CREEK LANDSCAPING & CO	NSTRUCTION		Irrigation Activation and Evaluation
3733		04/21/2025		4 CARRIGAN ENTERPRISES INC			Gravel for street maintenance
3734		04/21/2025		5 CERTIFIED LABORATORIES		228.43	Oil Analysis Sampler Kits
3748		04/21/2025					Printing - Sno Valley Senior Center Spring Into
							Gardening
3749	04/21/2025	04/21/2025	1167	7 DATABAR		839.48	Printing and Postage - Arbor Day, Senior Center,
							Benefits Auction
3735	04/21/2025	04/21/2025	619	○ DAVIDSON-MACRI SWEEPING, IN			Street Sweeping - Route 3
3736	04/21/2025	04/21/2025	619	9 DAVIDSON-MACRI SWEEPING, IN	C		Street Sweeping - Route 1
3737	04/21/2025	04/21/2025	1249	i6 EASTSIDE EXTERMINATORS			Pest and Rodent Recurring Service
3738	04/21/2025	04/21/2025	1625	if FASTSIGNS		541.61	Carnation Community Space Notice of Application
							Signs
3739		04/21/2025		14 GREATAMERICA FINANCIAL SVCS.			Standard Payment - Copier
3740		04/21/2025		13 HONEY BUCKET			Valley Memorial Park Restroom Service
3741		04/21/2025		14 HONEY BUCKET			Tolt Commons Restroom Service
3742		04/21/2025		SKING COUNTY FINANCE			Sign Maintenance
3743		04/21/2025		IÇ KING COUNTY FINANCE			KCIT INET March 2025
3744		04/21/2025		17 LINDER ELECTRIC, INC			Troubleshoot Booster Station
3745		04/21/2025		/ S OBC NORTHWEST, INC			Custome Pole Brackets and Hangers for Tolt Avenue
3746		04/21/2025		ig psomas			Tolt Senior Center Construction Services
3750	100	04/21/2025		20 PUGET SOUND ENERGY			Electric Bill - Vacuum Station
3751		04/21/2025		21 PUGET SOUND ENERGY			Electric Bill - Well Site
3752	04/21/2025	04/21/2025	804	22 PUGET SOUND ENERGY			Electric Bill - Tolt Triangle
3753		04/21/2025		23 PUGET SOUND ENERGY			Electric Bill - Booster Pump
3754		04/21/2025		24 PUGET SOUND ENERGY			Electric Bill - Lord House #2
3755	04/21/2025	04/21/2025		25 PUGET SOUND ENERGY			Electric Bill - Tolt Commons
3756		04/21/2025		ZÇ PUGET SOUND ENERGY			Electric Bill - Lord House #1
3757	-	04/21/2025		27 PUGET SOUND ENERGY			Electric Bill - Public Works Yard
3758	04/21/2025	04/21/2025	804	28 PUGET SOUND ENERGY			Electric Bill - City Hall
3759		04/21/2025		ેલ PUGET SOUND ENERGY			Electric Bill - Valley Memorial Park
3760		04/21/2025		30 PUGET SOUND ENERGY			Electric Bill - Spring Source
3761		04/21/2025		31 ROGERS MACHINERY COMPANY,	INC		Vacuum Pump #2 Materials
3762		04/21/2025		32 STATE AUDITOR'S OFFICE			Accountability and Financial Audit March Services
3763	04/21/2025	04/21/2025	1130	33TECHNICAL SYSTEMS INC		424.32	SCADA Training
				F	Report Total:	34,698.31	

City of Carnation

As Of: 04/21/2025

Time: 18:32:01 Date: 04/21/2025

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Amount Memo

This report has been reviewed by:

REMARKS:

Signature & Title

City Managel-

Date

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As Of: 06/14/2025

Time: 12:41:52 Date: 05/01/2025

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Pay #	Received	Date Due	Vendor	Amount	Memo
3773	04/30/2025	04/30/2025 527	AHBL, INC	400.00	SCHEFER FINAL SHORT PLAT
3774	04/30/2025	04/30/2025 527	AHBL, INC	877.50	BENJAMIN ASPHALT SITE PLAN CIVIL ENG. SVCS
3775	04/30/2025	04/30/2025 527	AHBL, INC	280.00	CARNATION BREWER SHORT PLAT LAND USE
					PLANNING SERVICES
3776	04/30/2025	04/30/2025 527	AHBL, INC	280.00	TOLT MEADOWS SIGN PERMIT LAND USE PLANNING
2777	04/20/2025	04/20/2025 527	ALIDI INC	2 212 75	SVCS
3777	04/30/2025	04/30/2025 527	AHBL, INC	2,213.75	CARNATION NEW HOMES HOMELESSNESS & SAFE
3778	04/20/2025	04/30/2025 527	AHBL, INC	146.25	PARKING STANDARDS LAND USE PLANNING SVCS CARNATION BREWER PRELIMINARY SHORT PLAT
3770	04/30/2023	04/30/2025 527	ALIDE, INC	140.23	CIVIL ENGINEERING SVCS
3779	04/30/2025	04/30/2025 527	AHBL, INC	70.00	85 DEGREES FINAL PLAT, LAND USE PLANNING SVCS
3780		04/30/2025 527	AHBL, INC		CITY OF CARNATION DEVELOPMENT REVIEW ON
3700	04/30/2023	04/30/2023 32/	A IDE, INO	3,270.00	CALL 24-03 LAND USE PLANNING SVCS
					PROFESSIONAL SVCS FROM FEB 26, 2025 TO MARCH
					25, 2025
3768	04/30/2025	04/30/2025 573	CENTURYLINK	156.29	APRIL BILL 2025
3782	04/30/2025	04/30/2025 640	EMPOWER YOUTH NETWORK		GRANT AGREEMENT
3772	04/30/2025	04/30/2025 746	MOBERLY, LYNN	200.00	PROSECUTION SERVICES
3785	04/30/2025	04/30/2025 804	PUGET SOUND ENERGY		CITY HALL HEATER AND GENERATOR
3781	04/30/2025	04/30/2025 884	TEAMSTERS LOCAL UNION 763	555.00	FOR MAY 2025
3770	04/30/2025	04/30/2025 893	UNITED SITE SERVICES	204.75	FRED HOCKERT PARK
3787	04/30/2025	04/30/2025 898	UTILITIES UNDERGROUND LOC	ATION CENTER 39.99	12/31/2023
3786	04/30/2025	04/30/2025 1010	R&A CLEANING SERVICES LLC	2,592.00	8X REGULAR CLEANING
3788	04/30/2025	04/30/2025 1013	KING COUNTY SHERIFF'S OFFIC	E 51,101.00	POLICE SERVICES FOR APRIL 2025
3769	04/30/2025	04/30/2025 1167	DATABAR	348.70	EEH-8849 ARBOR DAY
3765	04/30/2025	04/30/2025 1276	HYBRID ARCHITECTURE LLC	24,532.05	Civil engineering, landscape architecture, building
					envelope energy code
3766	04/30/2025	04/30/2025 1276	HYBRID ARCHITECTURE LLC	64,140.10	Civil engineering, malsam tsang structural
					engineering: 38043 building envelope/energy code
			00110107		APRIL
3767	04/30/2025	04/30/2025 1347	COMCAST	631.84	BILLING ACTIVITY UP TO AND INCLUDING
2771	04/20/2025	04/20/2025 12/5	ID I ANDCCADE	2/0/41	APRIL14,2025
3771	04/30/2025	04/30/2025 1365	JP LANDSCAPE	2,696.41	MAINTENANCE TOLT AVE, MEMORIAL PARK, LOUTSIS
3784	04/30/2025	04/30/2025 1365	JP LANDSCAPE	3 RRR 77	PARK 01/21/25-02/21/25
3764		04/30/2025 1365	CIVIC FOUNDRY, LLC		Deployment of laptops and phones, new switch,
3704	UTI JUI ZUZJ	01/30/2020 1432	OIVIO I OOIVDICI, LLO	7,040.00	cabling cloud key, installation of managed firewall
3783	04/30/2025	04/30/2025 1633	VAN NOSTRAND, MAREN	500.00	PRESENTERS AT ARBOR DAY
2.00					
				Report Total: 176,151.16	4.4

City of Carnation Time: 12:41:52 Date: 05/01/2025 As Of: 06/14/2025

Page: 2

Accts
Pay # Received Date Due Vendor Amount Memo

This report has been reviewed by:

REMARKS: Signature & Title Date

TITLE: Authorizing City Manager to enter	Agenda Bill No.:	AB25-25
into contract for construction of the 2025	Type of Action:	MOTION
City Wide Seal Coat Project.	Origin: (Council/Manager)	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS:	Date Submitted:	05-06-25
Award Letter	For Agenda of:	05-06-25
	Expenditure Required:	\$121,611.50
	Amount Budgeted:	\$121,611.50
	Appropriation Required:	None

SUMMARY STATEMENT AND DISCUSSION:

On March 11, 2025, the City of Carnation received 3 responsive bids and zero non-responsive bids for the 2025 City Wide Seal Coat Project. The responsive bids ranged from \$121,611.50 to \$161,045.47. The Engineer's Estimate was \$160,614.00. This project has funding from the Transportation Improvement Board. The project does require a local fund match of \$13,833.00. The project will Seal Coat the following segments:

Commerical Street - Tolt Ave to Entwistle St, W Bird Street - Stewart St to Stephens St, Commerical Street - Stephens St to Tolt Ave, Stephens Street - Morrison St to Entwistle St, Stewart Avenue - Commerical St to Entwistle St.

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

RECOMMENDED ACTION: I move to authorize City Manager Ender to enter into contract with Doolittle Construction, LLC for \$121,611.50 for the 2025 City Wide Seal Coat 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 Burrel1 Merizan Merizan Passed/Failed Passed/Failed Ordinance/Resolution No.: Ordinance/Resolution No.:

CARNATION



April 4, 2025

Aaron Kindt Doolittle Construction

RE: City Wide Seal Code 2025 TIB # 2-P-801(005)-1, "Notice of Award – April 4th, 2025

Dear Aaron Kindt,

This letter is to advise you that the contract for the above referenced project has been awarded to your firm, Doolittle Construction, at the bid price of \$121,611.50. If you have not done so already, within three (3) calendar days of Award date (not including Saturdays, Sundays, and Holidays) the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the City of Carnation.

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within ten (10) calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required, completed insurance questionnaire provided in the contract specifications, and satisfactory payment/performance bonds as required by law and provided in the contract specifications.

The actual Notice to Proceed date depends on the timing of the final contract signatures, your proposed schedule, and submittal of all required information before, or at, the separately scheduled pre-construction meeting. Please review the contract documents for the various requirements of the schedule and any schedule restraints, obtain business license, submittal requirements, permit requirements, etc. Once you have returned the contract and required documentation, please call me to coordinate a pre-construction conference.

Congratulations on your firms successful bid. We look forward to working with you on this project.

Sincerely,

Lora Wilmes

Operations & Public Works City of Carnation

(425) 786-3903

Lora Wilmes

TITLE: Authorization for Mayor and City	Agenda Bill No.:	AB25-26
" Manager to sign the State Auditor Office (SAO) engagement letter.	Type of Action:	MOTION
(SAO) engagement letter.	Origin: (Council/Manager)	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS:	Date Submitted:	05-06-2025
SAO Engagement Letter	For Agenda of:	05-06-2025
	Expenditure Required:	\$0
	Amount Budgeted:	N/A
	Appropriation Required:	N/A

SUMMARY STATEMENT AND DISCUSSION:

Authorization for Mayor and City Manager to sign the State Auditor Engagement Letter for spending an estimated amount of \$43,300 plus travel and other expenses for an accountability and financial statement audit of fiscal years ending in 2021, 2022 and 2023.

RECOMMENDED ACTION: I authorize Mayor and City Manager to sign the State Auditor Office engagement letter.

LEGISLATIVE HISTORY:

		ACT	ION TAKEN				
MOTION AS PI	ROPOSED		MOTION AS A	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/Reso	lution No.:				



Office of the Washington State Auditor Pat McCarthy

April 23, 2025

Council and City Manager City of Carnation 4621 Tolt Avenue Carnation, WA 98014

We are pleased to confirm the audits to be performed by the Office of the Washington State Auditor, in accordance with the provisions of Chapter 43.09 RCW, for the City of Carnation. This letter confirms the nature and limitations of the audits, as well as responsibilities of the parties and other engagement terms.

Office of the Washington State Auditor Responsibilities

Financial Statement Audit

We will perform an audit of the financial statements of the City of Carnation as of and for the fiscal years ended December 31, 2023, 2022, and 2021, prepared in accordance with the cash basis *Budgeting, Accounting and Reporting System Manual* (BARS). The objective of our audit will be to express our opinion on these financial statements.

We will perform our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free from material misstatement. Since we do not review every transaction, our audit cannot be relied upon to identify every potential misstatement. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with the standards identified above.

A financial statement audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers relevant internal controls in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of internal control. Accordingly, we will express no such opinion.

Although our audit is not designed to provide an opinion on the effectiveness of internal control over financial reporting, we are required to report any identified significant deficiencies and material weaknesses in controls. We are also required to report instances of fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that could have a direct and material effect on the accuracy of financial statements.

A financial statement audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

All misstatements identified by the audit will be discussed with management. Material misstatements corrected by management and all uncorrected misstatements will be communicated at the exit conference, as required by professional auditing standards.

Our responsibility is to express in a written report an opinion on the financial statements based on the results of our audit. We cannot guarantee an unmodified opinion. We may modify or disclaim an opinion on the financial statements if we are unable to complete the audit or obtain sufficient and appropriate audit evidence supporting the financial statements. If our opinion is other than unmodified, we will fully discuss the reason with you prior to issuing our report. Further, in accordance with professional standards, we may add emphasis-of-matter or other-matter paragraphs to our report to describe information that, in our judgment, is relevant to understanding the financial statements or our audit.

We will also issue a written report (that does not include an opinion) on issues identified during the audit related to internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*.

The City prepares supplementary information that accompanies the financial statements, which is required by the BARS Manual *(for Schedule of Liabilities)*. We agree to perform auditing procedures on this information, with the objective of expressing an opinion as to whether it is fairly stated, in all material respects, in relation to the financial statements taken as a whole.

Accountability Audit

We will perform an accountability audit of compliance with applicable state laws, regulations, and policies, and of controls over the safeguarding of public resources for the fiscal years ended December 31, 2023, 2022, and 2021. The audit will be conducted in accordance with provisions of RCW 43.09.260 and the Office's audit policies, which include policies specific to these types of audits and general audit policies. Our general audit policies apply to all our engagements and incorporate the requirements of *Government Auditing Standards*, as applicable, on topics such as communications with auditees, independence, audit evidence and documentation, and reporting.

An accountability audit involves performing procedures to obtain audit evidence about compliance and controls in areas selected for audit. In keeping with general auditing practices, we do not examine every transaction, activity, policy, internal control, or area. The areas examined and procedures selected depend on the auditor's judgment, including the assessment of the risks of fraud, loss, abuse, or noncompliance.

Upon completion of our audit, we will issue a written report describing the overall results and conclusions for the areas we examined.

Data Security

Our Office is committed to appropriately safeguarding the information we obtain during the course of the audit. We have entered into a data sharing agreement with the City to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56 and OCIO Standard 141.10) in the handling of information considered confidential.

Responsibilities specific to this engagement

Additionally, we will:

- Provide the audit liaison, Ashlyn Farnworth, Communication and Finance Officer, with advanced notification if we identify issues that require further audit work and increase audit costs.
- Safeguard City financial records and documentation from loss, damage, and inadvertent release to unauthorized persons.
- Interact with City staff professionally and respectfully and communicate needs and issues in a timely manner. We will notify the City the previous day, if we know that audit staff will not be onsite the subsequent day(s).
- Provide written correspondence during the course of the audit through email to the audit liaison, Ashlyn Farnworth, Communication and Finance Officer.
- Provide advance notice when a scheduled meeting is to be cancelled.
- Allow the City seven days to provide a written response to any findings.

Reporting levels for audit issues

Issues identified through the auditing process will be communicated as follows. Failure to appropriately address audit issues may result in escalated reporting levels.

- **Findings** formally address issues in an audit report. Findings report significant results of the audit, such as significant deficiencies and material weaknesses in internal controls; misappropriation; and material abuse or non-compliance with laws, regulations, contracts or grant agreements. You will be given the opportunity to respond to a finding, and this response, or a synopsis of it, will be published in the audit report. Professional auditing standards define the issues we must report as findings with regard to non-compliance with a financial statement effect and internal controls over financial reporting.
- Management letters communicate control deficiencies, non-compliance, misappropriation, abuse, or errors with a less-than-material effect on audit objectives. Management letters are referenced, but not included, in the audit report.
- Exit items address control deficiencies, non-compliance, abuse, or errors that have an insignificant effect on audit objectives. These issues are informally communicated to management and are not referenced in the audit report.

Client's Responsibilities

Management is responsible for the accuracy and completeness of information provided to the auditor and will provide the Office of the Washington State Auditor with:

- Unrestricted access to people with whom the auditor wishes to speak.
- All information that is requested or relevant to auditor requests.
- Notification when any documents, records, files, or data contain information that is covered by confidentiality or privacy laws.
- Adequate workspace and conditions, including interacting with auditors professionally and respectfully and promptly communicating about any issues and concerns.

Moreover, our audit does not relieve management or the governing body of their responsibilities. Management's responsibilities, with oversight from the governing body, include:

- Selecting and applying appropriate administrative and accounting policies.
- Establishing and maintaining effective internal controls over financial reporting, compliance, and safeguarding of public resources.
- Designing and following effective controls to prevent and detect fraud, theft, and loss.
- Promptly reporting to us knowledge of any fraud, allegations of fraud or suspected fraud involving management, employees or others, in accordance with RCW 43.09.185.
- Ensuring compliance with laws, regulations and provisions of contracts and grant agreements.
- Preparation and fair presentation of these financial statements in accordance with the cash basis *Budgeting, Accounting and Reporting System Manual* (BARS).
- Preparing the following supplementary information:
 - o Schedule of Liabilities in accordance with the BARS Manual
- Including the auditor's report on the supplementary information in any document that both contains the supplementary information and indicates that the auditor reported on the supplementary information.
- Either presenting the supplementary information with the audited financial statements or, if the supplementary information will not be presented, making the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information and auditor's report thereon are issued.

Responsibilities at the conclusion of the audit

At the conclusion of our audit, the City will provide us with a letter to confirm in writing certain express and implied representations made during the course of the audit. This letter includes representations regarding legal matters. A separate letter may be needed from the City's legal counsel.

Management and the governing body are also responsible for following up and taking corrective action on all audit findings, including, when applicable, preparing a summary schedule of prior audit findings and a corrective action plan on the City's own letterhead.

Responsibilities specific to this engagement

Additionally, the City will:

- Obtain a clear understanding of accounting standards applied in your financial statements and fully understand any adjusting journal entries recommended by the State Auditor's Office before approving the entries.
- Revise financial statement and schedules only if agreed to by our Office.
- Provide auditors adequate work space with access to secure Internet and electrical outlets.
- Interact with auditors professionally and respectfully and promptly communicate issues and concerns.

Estimated Audit Costs and Timeline

We estimate the cost of the audit work to be \$43.300, plus travel costs, and other expenses, if any. Invoices for these services will be prepared and presented each month as our audit work progresses.

We anticipate our reports will be published on our website www.sao.wa.gov and be available to you and the public as outlined below. These estimates are based on timely access to financial information and no significant audit reporting issues. The estimated cost and completion date may change if unforeseen issues arise or if significant audit issues are identified necessitating additional audit work. We will promptly notify you if this is the case.

Report	Date*
Independent Auditor's Report on Financial Statements	June 30, 2025
Independent Auditor's Report on Internal Control over Financial Reporting	June 30, 2025
and on Compliance and Other Matters Based on an Audit of Financial	
Statements Performed in Accordance with Government Auditing Standards	
Independent Auditor's Report on Accountability	June 30, 2025

*Report Issuance Dates Are Estimates Only

The audit documentation for this engagement, which may contain confidential or sensitive information, is the property of SAO and constitutes a public record under Chapter 42.56 RCW. Subject to applicable laws and regulations, appropriate individuals, as well as audit documentation, will be made available upon request and in a timely manner to appropriate auditors and reviewers, City's management and governing body, and federal agencies, for purposes of a public records request, a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities.

The audit documentation for this engagement will be retained for a minimum of five years after the report release (publish) date in accordance with the public records retention schedule established by the Washington Secretary of State.

Expected Communications

During the course of the audit, we will communicate with the City's selected audit liaison, Ashlyn Farnworth, Communication and Finance Officer on the audit status, any significant changes in our planned audit scope or schedule and preliminary results or recommendations as they are developed. The audit liaison is responsible for regularly updating management and the governing body on these matters. We may also provide direct communication of these matters to management and the governing body as needed or upon request.

Please contact us if any events or concerns come to your attention of which we should be aware. We will expect the audit liaison to keep us informed of any such matters.

Audit Dispute Process

Please contact the Audit Manager or Assistant Director to discuss any unresolved disagreements or concerns you have during the performance of our audit. At the conclusion of the audit, we will summarize the results at the exit conference. We will also discuss any significant difficulties or disagreements encountered during the audit and their resolution.

By signing and returning this letter, you acknowledge that the foregoing is in accordance with your understanding. Please contact us with any questions.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Sincerely,

Haji Adams, Audit Manager Office of the Washington State	4/23/25 <i>Date</i> Auditor		
City's Response:			
This letter correctly sets forth	our understand	ding.	
Adair Hawkins, Mayor	Date	Rhonda Ender, City Manager	Date

TITLE: Entering into contract with Civic	Agenda Bill No.:	AB25-27
Foundry for IT services and support.	Type of Action:	MOTION
	Origin: (Council/Manager)	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS:	Date Submitted:	05-06-25
 Proposed Agreement 	For Agenda of:	05-06-25
	Expenditure Required:	\$45,000.00
	Amount Budgeted:	\$45,000.00
	Appropriation Required:	\$0

SUMMARY STATEMENT AND DISCUSSION:

Since 2023, Civic Foundry has played a critical role in modernizing the City's IT infrastructure. Working with the Director of Operations Civic Foundry has completed key security upgrades, decommissioning our physical server to transition systems to a cloud-based environment, connecting SCADA systems for utilities, implementing a new phone system, and deploying various technologies to improve operations. Civic Foundry continues to provide remote and on-site helpdesk support, manage PC configurations, Office 365 accounts, VoIP systems, and other key employee technology services. Civic Foundry will also oversee network and security operations, including firewall and router management, email filtering, vulnerability scanning, dark web monitoring, and server room oversight. This contract ensures the City continues to receive reliable, strategic IT services essential for secure and efficient operations. This contract includes monthly services and funding for any larger IT projects needed by the City.

RECOMMENDED ACTION: I move to authorize City Manager Ender to enter into contract with Civic Foundry for IT services and support for the amount of \$45,000.00.

LEGISLATIVE HISTORY:

ACTION TAKEN					
MOTION AS PROPOSI	MOTION AS AMENDED				
Motion made by:			Motion made by:	1	
Second by:			Second by:		
	YES Vote	NO Vote		YES	NO Vote
				Vote	
Hawkins			Hawkins		
Ribail			Ribail		
Nelson			Nelson		
Burrell			Burrell		
Merizan			Merizan		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No	o.:		Ordinance/Resol	ution No.:	

THIS AGREEMENT is entered into and becomes effective May 7, 2025 (effective date), between Civic Foundry, a California Corporation, and the City of Carnation, a municipality in Washington State, hereinafter referred to collectively as "Parties." The Parties to this Agreement agree as follows:

- 1. **Term of Agreement:** Civic Foundry (Provider) and City of Carnation (Client) will agree, effective May 7th, 2025, that Civic Foundry will provide information technology (IT) ongoing support services to the Client. The agreement is based on a two-year term, with three one-year options to renew
- 2. Termination and Disentanglement: Either party may, at any time and without cause, terminate this Agreement by providing the other party with ninety (90) days prior written notice of termination, specifying the effective date of the termination. Upon termination, Civic Foundry shall be paid for all services rendered through the termination date, and neither party will have further liability to the other. At the first notice of termination, both parties will work together to determine the necessary transition steps to ensure the continuity of operations while performing a knowledge transfer. Should additional Civic Foundry resources be necessary to support operations and knowledge transfer simultaneously, those resources will be identified by both parties and charged at Civic Foundry's current hourly rate at the time of contract termination.
- 3. **Scope of Services:** This agreement shall provide ongoing support as described in Attachment A. It shall supersede any previous agreement or provision in Attachment A that contradicts or is otherwise in conflict with this Agreement. Any changes to the scope of this Agreement must be mutually agreed upon in writing by both parties.

4. Compensation and Payment Schedule:

Monthly payments are due and payable on the first day of each month, in twelve equal monthly payments of \$2,500 starting on May 15th, 2025. The compensation includes all staff services outlined in this agreement. The month of May will be used to procure licenses, configure support software, and operationalize the services outlined in Attachment A.

An annual contract escalator will be applied on the contract's anniversary date (July 1st of each year). The escalator will be based on CPI-U (Consumer Price Index for All Urban Consumers) from the U.S. Government Bureau of Labor Statistics, or 3%, whichever is greater.

Any out-of-scope requests, additional hours beyond the monthly 10 hours, or projects that Civic Foundry and the Client have mutually agreed are billable and will be charged at \$150/hr. Requests are singular, like user support or onboarding/offboarding tasks. Projects involve new initiatives or technology deployments that require planning, configuration, and execution beyond routine operations.

The city is responsible for reasonable travel and expenses, such as economy-class flights and 3-star local hotels if onsite work is necessary. The hourly charge will not apply to travel time; it will only apply to actual time worked on items related to this scope of work.

Payments over 30 days past due will be subject to a 3.0% late fee.

The client will be responsible for all Hardware, Software, and Licensing needed to operate the environment, except for the tools required to fulfill Civic Foundry's obligations under this proposal (e.g., helpdesk software, monitoring tools, vulnerability scanning, remote control applications, etc.), which are included in our monthly service fee.

5. **Notices:** Any notice to be made or given under this Agreement shall be delivered in writing or by email and may be made by U.S. mail or by electronic mail to the following recipient at the addresses below:

Civic Foundry: Vijay Sammeta, Chief Executive Officer

Civic Foundry
P.O. Box 5541
San Jose, CA 95150
vijay@civicfoundry.org

City of Carnation: Rhonda Ender, City Manager

City of Carnation 4621 Tolt Ave.

Carnation, WA 98014

rhonda.ender@carnationwa.gov

6. **Independent Contractor:** (a)The parties agree that Civic Foundry is Independent. None of the provisions of this Agreement is intended to create, nor shall they be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely to affect the provisions of this Agreement. Civic Foundry shall be free from control or direction regarding the services provided under this Agreement. (b) Civic Foundry will provide technology services both remotely and periodically on-site as described in Attachment A. On-site services requested by the Client, will be scheduled no less than seven (7) days in advance unless mutually agreed upon by both parties. Civic Foundry may engage multiple resources, including subcontractors, to perform tasks associated with this agreement. A dedicated project manager, assigned to the Client, will ensure the timely execution of this statement of work.

- 7. **Ownership of Materials:** Civic Foundry shall retain the creative rights to all original materials, tools, or similar items produced by Civic Foundry in connection with this agreement, as they are considered confidential or proprietary. All services and software used by Civic Foundry shall always be the sole property of Civic Foundry, and Client shall have no interest in or rights to the title to such materials. Any tools generated for use of the Client shall remain the property of Civic Foundry. Any data generated through this agreement specific or unique to Client operations shall remain the property of Client.
- 8. **Attorney Fees:** Should either party need to resort to litigation, arbitration, or mediation to enforce the terms of this agreement, the prevailing party shall be entitled to costs, including reasonable attorney fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs.
- 9. **Indemnity:** Each party (the "Indemnifying Party") shall indemnify, hold harmless and defend the other party (the "Indemnified Party"), its directors, officers, employees and agents against any and all actions, suits, claims, demands, costs, judgements, expenses (including reasonable attorney fees), and liability of any character whatsoever brought or asserted for any injury, death, or damage received or sustained by any person, property, business, or any other entity, caused by the negligent or intentional acts or omissions of the Indemnifying Party arising out of or resulting from or in connection with the performance of this Agreement.

Approved: Vijay Sammeta, CEO Civic Foundry P.O. Box 5541 San Jose, CA 95150 Signature Date: _______ Date: _______ Phonda Ender, City Manager City of Carnation 4621 Tolt Ave. Carnation, WA 98014

ATTACHMENT A – MANAGED IT SERVICES PROPOSAL

HELPDESK:

- Dedicated helpdesk software that allows multiple channels for support (web, email, etc.) and is customized for your environment
- 10 hours per month of remote assistance to assist in break/fix problem resolution
- On-site assistance, if necessary, will be deducted from the 10-hour per month pool
- PC configuration and management, including remote access, disk encryption, etc.
- Manage the employee technology lifecycle (onboarding, offboarding, etc.)
- Office 365 management (account creation, license management, etc.)
- Deploy, manage, and refresh desktops and laptops
- VoIP Phone administration
- Managed printer deployments and updates

NETWORK AND SECURITY SERVICES:

- Router, Firewall, and switch management
- Email security filtering solution
- Phishing and security training
- Weekly external network vulnerability scanning
- Continuous dark web scanning to identify compromised accounts
- Network and System monitoring
- Any configurations necessary for updated security standards
- Server Room/Data Center management, including UPSs

VIRTUAL CHIEF INFORMATION OFFICER (VCIO):

- Integrate seamlessly with the leadership team by attending regular meetings
- Monthly Management reports, including the following:
 - a) Helpdesk request volume
 - b) Request projects and their status
 - c) Age of PC inventory for planning purposes
 - d) Results of weekly vulnerability scans
 - e) Results of dark web scans
 - f) Results of phishing attempts
 - g) Results of security training
- Manage inventory and provide budgetary forecasts for equipment replacement
- Technology Project Management including with 3rd parties

TITLE: Authorizing City Manager to enter	Agenda Bill No.:	AB25-28
into contract for on-call electrician services.	Type of Action:	MOTION
	Origin: (Council/Manager)	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS:	Date Submitted:	05-06-25
Award Letter	For Agenda of:	05-06-25
	Expenditure Required:	\$75,000.00
	Amount Budgeted:	\$75,000.00
	Appropriation Required:	None

SUMMARY STATEMENT AND DISCUSSION:

City of Carnation received 2 proposals for on call electrician services and zero non-responsive proposals for the 2025 on call electrician proposal.

The project was reviewed and awarded to Linder Electric and is currently a Washington State registered and licensed business and appears to have the relevant qualifications and experience to successfully perform the work.

RECOMMENDED ACTION: I move to authorize City Manager Ender to enter into contract with Linder Electric for the amount not to exceed \$75,000.00 for on-call electrician services.

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.:					

CARNATION



April 21, 2025

Mike Linder Linder Electric

RE: On – Call Electrician Services "Notice of Award – April 22, 2025

Dear Linder Electric,

This letter is to advise you that the contract for the above referenced project has been awarded to your firm, Linder Electric. If you have not done so already, within five (5) calendar days of Award date (not including Saturdays, Sundays, and Holidays) the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the City of Carnation.

Copies of the unsigned Form of Contract will be available for signature following the award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within ten (10) calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required, and satisfactory payment/performance bonds if required by law and provided in the contract specifications.

The actual Notice to Proceed date depends on the timing of the final contract signatures, and submittal of all required information. Please review the contract documents for the various requirements of the schedule and any schedule restraints, obtain business license, submittal requirements, permit requirements, etc.

Congratulations on your firms successful bid. We look forward to working with you!

Sincerely,

Lora Wilmes Operations & Public Works City of Carnation (425) 786-3903



OFFICIAL PROCLAMATION

Whereas, the City of Carnation recognizes and values the vital role that small businesses play in the economic vitality, cultural richness, and overall well-being of our community; and

Whereas, small businesses are the backbone of our local economy, providing jobs, fostering innovation, and contributing to the unique character of Carnation; and

Whereas, the entrepreneurial spirit and dedication of our small business owners and operators are essential to the continued growth and prosperity of our City; and

Whereas, National Small Business Week, taking place this year from May 1st to 7th, provides an opportunity to celebrate and honor the achievements of these hardworking individuals and businesses; and

Whereas, the City of Carnation urges all community members to support and celebrate the contributions of our local small businesses; and

Whereas, the City of Carnation encourages residents and visitors to shop locally, patronize our community businesses, and recognize the importance of small businesses to our vibrant and thriving city.

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

May 1st — 7th as National Small Business Week

Approved this 6th day of May 2025

Mayor Adair Hawkins

CITY OF CARNATION

OFFICIAL PROCLAMATION

Whereas, Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month is an annual celebration that recognizes the historical and cultural contributions of individuals and groups of Asian, Hawaiian, and Pacific Islander descent to the United States; and

Whereas, there are about 22.9 million people of Asian, Hawaiian, or Pacific Islander descent in the United States, and this diverse and growing population makes up about 7 percent of the total U.S. population; and

Whereas, the American story as we know it would be impossible without the strength, contributions, and legacies of AANHPIs who have helped build and unite this country in each successive generation; and

Whereas, Asian Americans, Native Hawaiians, and Pacific Islanders make our Nation more vibrant through the diversity of cultures, languages, and religions that enrich us all; and

Whereas, present-day inequities faced by AANHPI communities are rooted in our Nation's history of exclusion, discrimination, racism, and xenophobia perpetuated by the Page Act of 1875, the Chinese Exclusion Act of 1882, and the incarceration of Japanese American citizens during World War II; and

Whereas, we recognize and honor the many ways that AANHPI people have enriched the fabric of our society while also rededicating ourselves to advancing inclusion, belonging, and acceptance for all AANHPI communities; and

Whereas, the City of Carnation is proud to honor the history and contributions of AANHPI people in our community.

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

May 2025 as Asian American, Native Hawaiian, and Pacific Islander Heritage Month

Approved this 6th day of May 2025

Mayor Adair Hawkins

CITY OF CARNATION

OFFICIAL PROCLAMATION

Whereas, Older Americans Month is observed nationally as a time to recognize the contributions of Older Americans, highlight aging trends, and reaffirm our commitment to serving older adults; and

Whereas, through their wealth of life experience and wisdom, older adults guide our younger generations and carry forward abundant cultural and historical knowledge; and

Whereas, communities benefit when people of all ages, abilities, and backgrounds have the opportunity to participate and live independently; and

Whereas, the 2025 theme for Older Americans Month, "Flip the Script on Aging," focuses on transforming how society perceives, talks about, and approaches aging; and

Whereas, the City of Carnation's growing population of older adults enriches our community with their strength, wisdom, and diverse life experiences; and

Whereas, the City of Carnation is committed to honoring their contributions, exploring opportunities for them to stay active and engaged, and highlighting the opportunities for purpose, exploration, and connection that come with aging.

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

May 2025 as Older Americans Month

Approved this 6th day of May 2025

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¹ Thbi	oved an	b o aa	y Oi iviay	2023	

CITY OF CARNATION

OFFICIAL PROCLAMATION

Whereas, May 13, 2025, is the 33rd anniversary of the introduction to the world of Falun Dafa, which is practiced in more than 100 countries with over 100 million practitioners; and

Whereas, Falun Dafa is a peaceful self-improvement practice rooted in traditional Chinese culture that consists of five gentle exercises including meditation, and moral teachings centered on the values of Truthfulness, Compassion and Tolerance; and

Whereas, Falun Dafa was first introduced to the public in 1992 by Mr. Li Hongzhi; and has demonstrated a steadfast commitment to improving health in mind body and spirit, and to enhance the well-being of people from all walks of society, who follow its tenants; and

Whereas, Falun Dafa has helped millions improve their health and moral standards as well as deepen their understanding of life, the universe and virtuous ways of being through the practice of Falun Dafa; and

Whereas, Falun Dafa transcends cultural and racial boundaries and contributes to the universal dream of a peaceful, tolerant and more compassionate society; and

Whereas, Falun Dafa practitioner's determination and courage to stand up for Truthfulness-Compassion-Forbearance under the most severe environment reminds us of the value of life and the precious quality of human dignity; and

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

May 13th, 2025, as World Falun Dafa Day

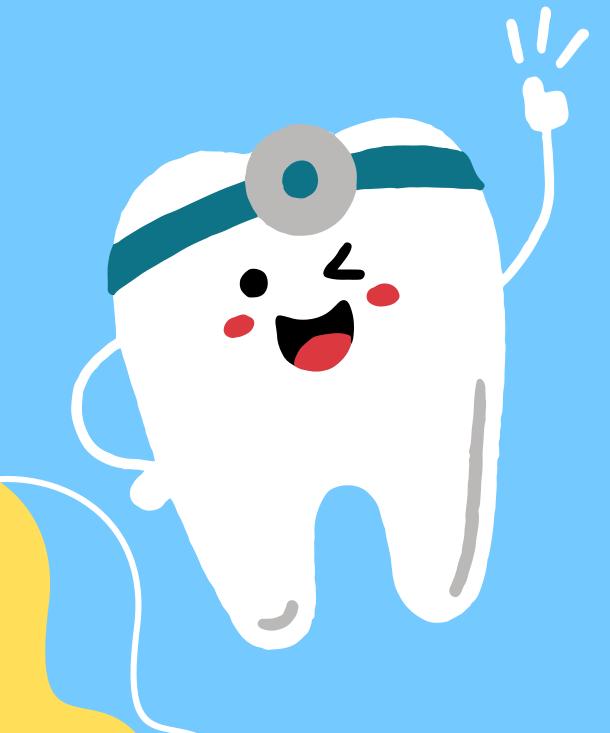
Approved this 6 th	day	of	May	2025

Mayor Adair Hawkins

TOOTH HEALTH

BY MAYOR ADAIR HAWKINS





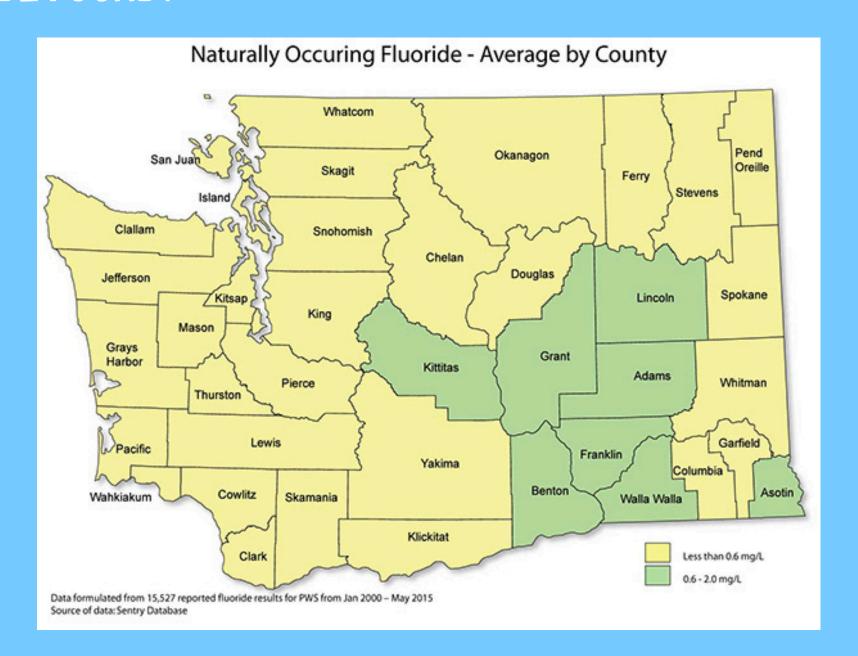
I have been working in dentistry since the year 2000. I have made a career on preventing pain and illness. Thousands of studies have been conducted on fluoride, fluoridation, and tooth decay. Few topics have been examined more closely. The overwhelming weight of the evidence shows that fluoridated water reduces the rate of tooth decay. (source, American Academy of Pediatrics, Campaign for Children's Health 2023)

02

WHAT IS FLUORIDE?

Fluoride is a naturally occurring element found in soil and water. Water is added to drinking water in places without a lot of minerals in the water naturally.

WHERE IS FLUORIDE FOUND?





KING COUNTY CITIES WITH FLUORIDATED WATER:

- Seattle
- Bellevue
- Redmond
- Kent
- Renton
- Auburn
- Federal Way
- Shoreline
- Tukwila
- Burien

- Des Moines
- SeaTac
- Sammamish
- Issaquah
- Mercer Island
- Newcastle
- Normandy Park
- Woodinville
- Kenmore
- Bothell (partially)

- Lake Forest Park
- Clyde Hill
- Yarrow Point
- Hunts Point
- Beaux Arts Village and Medina
- Duvall



WHEN DID FLUORIDE START GETTING ADDED TO THE WATER?

1945 after the United States saw the negative impact of tooth decay on young soldiers.

HOW IS FLUORIDE ADDED TO THE WATER?

The same way as chlorine. A dry sodium fluoride is added to a drum of water and then pumped into the water source the same way chlorine is added to a spring water system.

WHAT IS THE COST SAVINGS OF WATER FLUORIDATION FOR A COMMUNITY?

- Fluoridation is cost-effective, with expenses ranging from \$0.50 to \$3.00 per person annually, depending on community size.
- Every \$1 invested in fluoridation can save approximately \$38 in dental treatment costs. (Source, American Dental Association)



WHAT IF SOMEONE DOES NOT WANT FLUORIDE IN THE WATER?

A family can purchase a Point of Entry (POE) fluoride removal device for their home.



WHO BENEFITS FROM FLUORIDE IN THE WATER?

Everyone. Fluoride reduces cavities by up to 35% in baby teeth and 26% in permanent teeth, especially in areas without other fluoride sources. (Source CDC.)



ECONOMIC BENEFITS OF WATER FLUORIDATION:

Dentistry is expensive! It costs a little under \$1,000 in order to get 2 dental cleanings, 2 dental exams, 2 fluoride treatments and 2 small general dental cleanings per year per person.

- Fluoridation is cost-effective, with expenses ranging from \$0.50 to \$3.00 per person annually, depending on community size.
- Every \$1 invested in fluoridation can save approximately \$38 in dental treatment costs.
- Brushing with fluoride toothpaste twice each day is important. So is seeing a dentist regularly. Many Americans put off appointments because they lack dental insurance and feel they cannot afford the costs. At a time when more than 100 million Americans lack dental insurance, fluoridation offers an easy, inexpensive preventive strategy from which everyone benefits simply by turning on their tap.

TEETH ARE PART OF SOMEONE'S GENERAL HEALTH.



Providing fluoridated water to 77.1% percent of Americans is a goal of the Healthy People 2030 initiative. The Surgeon General of the United States and over one hundred national and international organizations endorse water fluoridation. The U.S. Centers for Disease Control and Prevention recognized fluoridation of drinking water as one of ten great public health achievements of the twentieth century.



Yes! How do we know? Consider the solid evidence from research that has been conducted since fluoride toothpaste became widely used.

- <u>A study</u> (2018) of over 13,000 U.S. children, examined from 1999-2014 when fluoride toothpaste, professionally applied fluoride, and dental sealants were widespread, showed that for every 100 children with access to fluoridated water, there were 130 fewer decayed surfaces of primary teeth and 30 fewer decayed surfaces of permanent teeth.
- In 2013, the U.S. <u>Community Preventive Services Task Force</u> panel of experts examined 28 studies and concluded that there is "strong evidence" that fluoridated water reduces tooth decay among children.
- Researchers in Australia (2018) found that preschool-age children who didn't have fluoridated water had an 86% higher rate of potentially preventable hospitalizations for serious dental conditions.
- When two Alaska cities fluoridated their water supplies, their average dental treatment costs for low-income children were comparable. But a study (2022) showed that when Juneau stopped fluoridation, the average cost for cavity treatments soared by 47%. The costs in Anchorage, which remained fluoridated, rose only by 5%.



Fluoridation remains critically important to prevent tooth decay. In the early 1960s, adults — nearly all of whom had grown up without access to fluoridated water — had a per-person average of 18 decayed, missing or filled teeth. Tooth decay rates have fallen significantly for children and adults since then. Still, tooth decay remains the most common chronic childhood disease. And more than half of all teens (ages 12 to 19) have had a cavity in at least one of their permanent (adult) teeth.







Public health officials aren't the only ones promoting the benefits of water fluoridation. The U.S. military also recognizes the continued need for fluoridated water. In fact, a senior <u>Defense Department official</u> called tooth decay "a major problem for military personnel" and notes that the Department's policy supporting fluoridation will "directly reduce their risk for dental decay and improve [military] readiness."



STATEMENT OF COMMUNITY WATER FLUORIDATION

The Department of Health supports community water fluoridation as a sound, population-based public health measure. The decision to add fluoride to a public water system is made by the local community. The department encourages communities to begin and maintain optimal fluoride levels for health benefits in drinking water systems. Community water fluoridation began in the United States over 75 years ago. Today, fluoridated water systems serve nearly 75 percent of the U.S. population. Water fluoridation is cost-effective, practical, and safe. People who live in communities with fluoridated water are more likely to have healthier teeth than those living in communities without fluoridated water. Tooth decay is the result of a preventable bacterial disease process that occurs throughout life. Exposure to optimally fluoridated water improves dental health. Fluoride is a naturally occurring mineral that strengthens the enamel surface of teeth. When in contact with teeth, it helps to repair early signs of tooth decay, hardens the tooth's surface, and slows decay-causing bacteria. Community water fluoridation is a proven public health prevention measure that benefits both children and adults, regardless of age, race, gender, or income. It is the most effective way to deliver the benefits of fluoride to all community members served. Providing fluoridated water to 77.1% percent of Americans is a goal of the Healthy People 2030 initiative. The Surgeon General of the United States and over one hundred national and international organizations endorse water fluoridation. The U.S. Centers for Disease Control and Prevention recognized fluoridation of drinking water as one of ten great public health achievements of the twentieth century.



WHO RECOMMENDS WATER FLUORIDATION? PUBLIC HEALTH RECOMMENDATIONS

- Centers for Disease Control and Prevention (CDC):
 - Advocates for community water fluoridation as a safe and effective method to prevent tooth decay.
- American Dental Association (ADA):
 - Supports fluoridation as a crucial public health measure.
- American Academy of Pediatrics (AAP):
 - Recommends fluoridated water for children to prevent dental caries.
- Washington State Department of Health:
 - Encourages fluoridation to improve oral health across communities.

CARNATION



May 6, 2025

Jessica Epley
VP Regulatory & External Affairs
Ziply Fiber
135 Lake St., Ste 155
Kirkland, WA 98033

RE: Ziply Fiber Washington BEAD application for Project Area King County -224

Dear Jessica,

The City of Carnation wholeheartedly supports Ziply Fiber's proposal to construct a fiber optic network in our community. We welcome this investment for fiber infrastructure that will serve our residents, businesses, and community institutions.

The Internet has become increasingly important in our daily lives, as a tool we need to conduct business, and in communicating with our public. The Coronavirus Pandemic required all of us to move to the on-line environment for school, work and to access healthcare. Having reliable affordable access to the internet is a vital need for our community.

The community of Carnation will work collaboratively with Ziply Fiber as they need permits, we can assist with a public information campaign, and we are willing partners working with Ziply Fiber to locate a communications hut on City land. Bringing fiber optic infrastructure to the King County -224 Project Area will improve our ability to serve the public. We appreciate, encourage and support Ziply Fiber's efforts to leverage available grant funds to expand broadband in our community.

Sincerely,

Mayor Adair Hawkins Deputy Mayor Jim Ribail Councilmember Ryan Burrell

Councilmember Jessica Merizan Councilmember Brodie Nelson

TITLE: An ordinance amending the	Agenda Bill No.:	AB25-29
City of Carnation 2025-2026 Biennial	Type of Action:	ORDINANCE
Budget adopted by Ordinance 24-1003.	Origin: (Council/Manager)	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS:	Date Submitted:	05/06/25
 Ordinance 25-1011 	For Agenda of:	05/06/25
 Budget Adjustment Comparison 	Expenditure Required:	\$0
Summary by Fund	Amount Budgeted:	N/A
	Appropriation Required:	N/A

SUMMARY STATEMENT AND DISCUSSION:

The Carnation City Council adopted the 2025-2026 Biennial Budget by Ordinance 24-1003 on December 3, 2024. As Quarter 1 of 2025 ends and Quarter 2 commences, City Staff and the Finance and Operations Committee recommends adjustments to the 2025-2026 Biennial budget. The following funds have amendments:

- 001 General
- 002 Revenue Stabilization
- 108 Park Capital Improvement
- 301 Street Capital Improvement
- 401 Water Operations
- 402 Water Capital Improvement
- 407 Sewer Debt
- 408 Sewer Capital Improvement
- 411 Sewer Operations

RECOMMENDED ACTION: I move to accept Ordinance 25-1011 amending the City of Carnation 2025-2026 Biennial Budget pursuant to Ordinance 24-1003.

LEGISLATIVE HISTORY:

December 3, 2024: City Council approves Ordinance 24-1003, adopting the 2025-2026 Biennial Budget

		ACTION	TAKEN		
MOTION AS PROPOSED MOTION		MOTION AS A	MENDED		
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/Resolu	tion No.:		Ordinance/Reso	lution No.:	

CITY OF CARNATION ORDINANCE NO. 25-1011

AN ORDINANCE OF THE CITY OF CARNATION, WASHINGTON, AMENDING THE 2025-2026 BIENNIAL BUDGET PURSUANT TO ORDINANCE 24-1003.

WHEREAS, The Carnation City Council adopted the 2025-2026 Biennial Budget by Ordinance 24-1003 on December 3, 2024; and

WHEREAS, As Quarter 1 of 2025 ends and Quarter 2 commences, City Staff and the Finance and Operations Committee recommends adjustments to the 2025 2026 Biennial budget; and

WHEREAS, the estimated expenditures set forth in the budget are all necessary to carry on the government of the City for the 2025 calendar year and 2026 calendar year and are sufficient to meet the various needs of the City during said period.

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

<u>Section 1: Resources and Expenditures</u>. Estimated resources for each separate fund of the City of Carnation, and aggregate expenditures for all such funds for the year 2025 are set forth in summary form below and are hereby appropriated for expenditure at the fund level during the year 2025 as set forth in the City of Carnation 2025 and 2026 biennial Budget.

Fund Number:	Name:	Revenues	Expenditures	Fund Balance
001	General Fund	\$3,933,866	\$3,591,537	\$342,329
002	Revenue Stabilization Fund	\$522,270	\$0	\$522,270
101	Street Fund- Operations	\$173,566	\$150,000	\$23,566
107	Equipment Replacement Fund -	\$109,116	\$99,000	\$10,116
	Capital Improvement Projects			
108	Park Fund - Capital Improvement	\$612,956	\$465,000	\$147,956
	Projects - Impact Fees			
109	Traffic Fund - Capital	\$1,138,192	\$300,000	\$838,192
	Improvement Projects - Impact Fee			
150	Real Estate Excise Tax (REET) 1	\$473,271	\$115,000	\$358,271
	and 2 Fund			
201	Limited Tax General Obligation	\$341,654	\$340,947	\$707
	Bond Redemption Fund - Debt			
301	Street Fund - Capital Improvement	\$588,818	\$356,287	\$232,531
	Projects			
302	Capital Facilities Fund - Capital	\$4,331,921	\$3,200,000	\$1,131,921
	Improvement Projects			

306	Cemetery Fund - Capital	\$13,068	\$6,800	\$6,268
	Improvement Projects			
401	Water Fund - Operations	\$1,622,771	\$1,279,169	\$343,602
402	Water Fund - Capital Replacement	\$4,979,553	\$885,000	\$4,094,553
	and Improvement Projects			
404	Water Fund - Debt	\$296,221	\$190,513	\$105,708
406	Landfill Financial Assurance Fund	\$369,793	\$195,334	\$174,459
	- Operations			
407	Sewer Fund - Debt	\$1,197,551	\$421,348	\$776,203
408	Sewer Fund - Capital Improvement	\$2,198,930	\$514,000	\$1,684,930
	Projects			
409	Stormwater Fund - Operations	\$251,150	\$237,086	\$14,064
411	Sewer Fund - Operations	\$1,105,006	\$1,038,536	\$66,470
601	Cemetery Endowment Fund - (Ops	\$17,228	\$8,800	\$8,428
	& Maintenance) LGIP 2			
633	Pass Through Fund - Restricted	\$1,459,416	\$1,448,306	\$11,110
	TOTAL OF ALL FUNDS	\$25,736,318	\$14,842,664	\$10,893,655

<u>Section 2.</u> Except as set forth above, all other provisions of Ordinance 24-1003 shall remain in full force, unchanged.

<u>Section 3.</u> Effective Date. This ordinance shall become effective 5 days following publication of a summary consisting of the title of this Ordinance.

<u>Section 4.</u> Severability. If any section, clause, phrase, or term of this ordinance is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and the remaining portions shall be in full force and effect.

Said Ordinance was passed in open session by the City Council of the City of Carnation on the 6th day of May 2025.

	Adair Hawkins, Mayor
ATTEST:	
Lora Wilmes, City Clerk	

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

Date:	4/16/2025	ORIGINAL BUDGET			PROPO:	SED AMENDME	NT
Fund No.	Fund	Revenues	Expenditures	Fund Balance	Revenues	Expenditures	Fund Balance
001	General Fund	3,745,916	3,345,184	400,732	3,933,866	3,591,537	342,329
002	Revenue Stabilization Fund	322,270	0	322,270	522,270	0	522,270
101	Street Fund- Operations	173,566	150,000	23,566	173,566	150,000	23,566
107	Equipment Replacement Fund - Capital Improvement Projects	109,116	99,000	10,116	109,116	99,000	10,116
108	Park Fund - Capital Improvement Projects - Impact Fees	612,956	398,000	214,956	612,956	465,000	147,956
109	Traffic Fund - Capital Improvement Projects - Impact Fee	1,138,192	300,000	838,192	1,138,192	300,000	838,192
150	Real Estate Excise Tax (REET) 1 and 2 Fund	473,271	115,000	358,271	473,271	115,000	358,271
201	Limited Tax General Obligation Bond Redemption Fund - Debt	341,654	340,947	707	341,654	340,947	707
301	Street Fund - Capital Improvement Projects	292,589	281,787	10,802	588,818	356,287	232,531
302	Capital Facilities Fund - Capital Improvement Projects	4,331,921	3,200,000	1,131,921	4,331,921	3,200,000	1,131,921
306	Cemetery Fund - Capital Improvement Projects	13,068	6,800	6,268	13,068	6,800	6,268
401	Water Fund - Operations	1,357,771	1,275,469	82,302	1,622,771	1,279,169	343,602
402	Water Fund - Capital Replacement and Improvement Projects	4,174,620	825,000	3,349,620	4,979,553	885,000	4,094,553
404	Water Fund - Debt	296,221	190,513	105,708	296,221	190,513	105,708
406	Landfill Financial Assurance Fund - Operations	369,793	195,334	174,459	369,793	195,334	174,459
407	Sewer Fund - Debt	992,751	421,348	571,403	1,197,551	421,348	776,203
408	Sewer Fund - Capital Improvement Projects	2,198,930	460,000	1,738,930	2,198,930	514,000	1,684,930
409	Stormwater Fund - Operations	251,150	237,086	14,064	251,150	237,086	14,064
411	Sewer Fund - Operations	1,105,006	1,034,836	70,170	1,105,006	1,038,536	66,470
601	Cemetery Endowment Fund - (Ops & Maintenance) LGIP 2	17,228	8,800	8,428	17,228	8,800	8,428
633	Pass Through Fund - Restricted	1,459,416	1,448,306	11,110	1,459,416	1,448,306	11,110
	TOTAL OF ALL FUNDS	23,777,407	14,333,411	9,443,997	25,736,318	14,842,664	10,893,655

TITLE: An Ordinance amending Carnation	Agenda Bill No.:	AB25-30
" municipal code section 15.08.010 and section 15.40.120.	Type of Action:	MOTION
Section 13.40.120.	Origin: (Council/Manager)	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS:	Date Submitted:	05-06-2025
• Ordinance 25-1012	For Agenda of:	05-06-2025
	Expenditure Required:	\$0
	Amount Budgeted:	N/A
	Appropriation Required:	N/A

SUMMARY STATEMENT AND DISCUSSION:

This Ordinance amends CMC 15.08.010 and 15.40.120 to permit extended stays in recreational vehicle parks up to 180 days under a development agreement.

RECOMMENDED ACTION: I move to adopt Ordinance 25-1012, amending Carnation municipal code section 15.08.010 and section 15.40.120.

LEGISLATIVE HISTORY:

		AC1.	ION TAKEN		
MOTION AS PROPOSED			MOTION AS A	MENDED	
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/Reso	lution No.:		

CITY OF CARNATION Carnation, Washington

ORDINANCE 25-1012

AN ORDINANCE AMENDING CARNATION MUNICIPAL CODE SECTION 15.08.010 AND SECTION 15.40.120 TO PERMIT EXTENDED STAYS IN RECREATIONAL VEHICLE PARKS UNDER A DEVELOPMENT AGREEMENT, PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, the City recently updated Title 15 of the Carnation Municipal Code; and

WHEREAS, following the update, Council determined that it would be appropriate to allow extended stays in RV parks as part of a development agreement designed to foster economic development;

WHEREAS, limiting RV park stays to 30 days eliminates the ability of "snow birders" to stay in Carnation during the summer months; and

WHEREAS, the City wishes capture the economic benefits associated with certain extended stays.

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

<u>Section 1</u>. Amendment. The definition of Recreational Vehicle Park in Carnation Municipal Code Section 15.08.010, is hereby amended as set forth below:

_"Recreational vehicle park" or "RV park" means a tract or parcel of land upon which two or more recreational vehicle sites are located, principally used for occupancy by predominantly RVs as temporary living quarters for recreation or vacation purposes with a maximum allowable stay per vehicle of 30 days per 12 monthsper year, except that Council may permit an extended stay for economic development purposes of up to 180 days per 12 months under a development agreement. The recreational vehicle park must be professionally run with on-site office hours.

"Recreational vehicle" meaning shall include, but not be limited to, the following:

- 1. Travel Trailer. A vehicular, portable structure built on a chassis and drawn by a motorized vehicle and which is designed to be used as a temporary dwelling for travel, recreational and vacation uses;
- 2. Camper. A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreational and vacation uses;
- 3. Motor Home. A portable, temporary dwelling to be used for travel, recreational and vacation uses and which is constructed as an integral part of

a self-propelled vehicle;

- 4. Camping Trailer. A folding structure mounted on wheels and designed for travel, recreational and vacation uses;
- 5. Park Trailer. A trailer-type unit that is primarily designed to provide temporary living quarters for recreational, camping or seasonal use, that meets the following criteria:
 - a. Built on a single chassis, mounted on wheels;
 - b. Having a gross trailer area not exceeding 400 square feet (37.15 square meters) in the setup mode; and
 - c. Certified by the manufacturer as complying with ANSI A119.5;

<u>Section 2.</u> Amendment. The Table of Permitted Uses in Non-Residential Zones Table 2 in Carnation Municipal Code 15.40.120 regarding Recreational Camps is hereby amended as set forth below, with a (zz) footnote added at the end of the table:

Recreational camps		P	P	Permitted daytime and
				overnight camps allowed.
				Overnight camps are for
				recreational use for no more
				than 30 days and may
				include RV, cabins or other
				recreational use (zz)

(zz) Maximum allowable stay per vehicle of 30 days per 12 months, except that Council may permit an extended stay for economic development purposes of up to 180 days per 12 months under a development agreement. The recreational vehicle park must be professionally run with on-site office hours.

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.

<u>Section 4.</u> Authority to make necessary corrections. The City Clerk is 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.

ADOPTED by the City Council this _____ day of May, 2025.

	ByAdair Hawkins, Mayor
ATTEST:	APPROVED AS TO FORM:
By	By

CITY OF CARNATION

TITLE: An Ordinance amending the	Agenda Bill No.:	AB25-31
development agreement between the City of Carnation and David Remlinger and/or	Type of Action:	MOTION
assigns.	Origin: (Council/Manager)	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS:	Date Submitted:	05-06-2025
Development Agreement Redline	For Agenda of:	05-06-2025
• Ordinance 25-1013	Expenditure Required:	\$0
	Amount Budgeted:	N/A
	Appropriation Required:	N/A

SUMMARY STATEMENT AND DISCUSSION:

In 2023 the City entered into a Development Agreement with The Remlinger Group for a light industrial/manufacturing project on City land commonly referred to as the Schefer property. During feasibility, it was determined that the original development plan would not be feasible due to shoreline restrictions. David and Jaque Remlinger have an alternate development plan that is consistent with the current zoning. Council approval of the alternate plan through an amendment to the Development Agreement is required to proceed with the project.

RECOMMENDED ACTION: I move to adopt Ordinance 25-1013, amending the development agreement between the City of Carnation and David Remlinger and/or assigns.

LEGISLATIVE HISTORY:

		AC1.	ION TAKEN		
MOTION AS PROPOSED			MOTION AS A	MENDED	
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/Reso	lution No.:		

CITY OF CARNATION Carnation, Washington

ORDINANCE 25-1013

AN ORDINANCE APPROVING AMENDMENTS TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CARNATION AND DAVID REMLINGER AND/OR ASSIGNS PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, under RCW 36.70B.170, cities are allowed to enter into development agreements with developers to determine in advance the standards and elements that will apply to a particular development project; and

WHEREAS, Carnation Municipal Code 15.17.050 requires a passage of an ordinance to approve a development agreement;

WHEREAS, the City entered into a Development Agreement with Remlinger for a light industrial/manufacturing project on land commonly referred to as the Schefer property that is currently owned by the City; and

WHEREAS, in conjunction with the Development Agreement, a Purchase and Sale Agreement was entered into between the parties that provided for sale of a portion of the City's property; and

WHEREAS, during feasibility, it was determined that the original development plan would not be feasible due to the property's proximity to the river; and

WHEREAS, Remlinger has an alternate development plan that is consistent with the current zoning. Council approval of the alternate plan through an amendment to the Development Agreement is required to proceed with the project.

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

<u>Section 1</u>. Amendment. The Development Agreement originally entered into on September 6, 2023, is hereby amended as set forth in **Exhibit 1**. The City Manager is authorized to sign the Amended Agreement on or after the effective date of Ordinance 25-1012 (May 14, 2025 or later).

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.

<u>Section 3.</u> Authority to make necessary corrections. The City Clerk is 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 publication.					
ADO	PTED by the City	Council this		day of May, 2025.	
			CIT	Y OF CARNATION	
			Ву	Adair Hawkins, Mayor	
ATTEST:			APP	ROVED AS TO FORM:	
By Lora W	ilmes, City Clerk		Ву	Nikki Thompson, City Attorney	

Exhibit 1

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into on this 30th day of August, 2023 ("Effective Date"), by and between the CITY OF CARNATION, a municipal corporation under the laws of the State of Washington ("City"), and [REMLINGER ENTITY], a Washington-limited liability company-David Remlinger and/or assigns ("Developer") (City and Developer are each sometimes referred to herein individually as a "Party" and, together, as the "Parties").

RECITALS

- A. The City and Developer are parties to that certain Real Property Purchase_Agreement ("PSA"), of even date herewith, pursuant to which the City has agreed to sell, and Developer has agreed to purchase the real property located in the City of Carnation, County of King, State of Washington, and legally described on Exhibit A ("Property").
- B. The City has commenced a land segregation process, City of Carnation Preliminary Short Subdivision Application Number SHP22-0003, pursuant to which the City intends to legally segregate the Property from its Parent Parcel (King County Parcel No. 1625079073). Short plat of the property shall be completed prior to closing date.
- C. Developer desires to develop the Property as a project to be used in a manner consistent with the light industrial/manufacturing zone established pursuant to Section 15.36.030 ("LI/M Zone"), City of Carnation Municipal Code ("CMC"), and the uses permissible therein ("Project"), and the City has determined that the Project will provide significant public benefit to the City and the broader community.
- C.D. The City's most important interest in the development of this property is to activate the parcels for future development which will provide employment opportunities, access to services locally, road and infrastructures improvements, and diversification of municipal revenues.
- E. The City has the authority to enter this Agreement pursuant to RCW 36.70B.170 *et seq.* and CMC Title 15.
- D.F. Capitalized terms used, but not defined herein, shall have the meanings given to them in the PSA.

AGREEMENT

1. Introduction.

Upon approval of the PSA and this Agreement, the provisions of this Agreement, in addition to the provisions of the PSA, as applicable, shall govern the development of the Property. The Parties recognize that the development of the Project, including conformance with the conditions in this Agreement, is subject to third party permits and approvals

outside of the control of the City or Developer. Nothing in this Agreement is intended to, or shall, in any way limit, expand, impair or otherwise amend any of the terms, conditions, rights, remedies or obligations of the Parties under the PSA.

2. Project Description.

The Project that is the subject of this Agreement is a high-quality development light industrial development, as conceptually depicted in the site plan ("Site Plan") attached hereto as Exhibit B and incorporated herein by this reference. The Parties contemplate that the Project shall comprise at least 50,000 square feet of light industrial manufacturing space, at least 30,000 square feet of RV park/recreational space and at least 2,000 square feet of office space for park management and recreational rentals. The recreational park to have at least two mutually agreed upon community benefits for public recreational use (for example, pickleball courts, large off-leash dog park, splash pad and/or bike, paddleboard and kayak rentals). Uses to be consistent with the intended to serve uses consistent with the permissible uses of the LI/M Zone. The ultimate scope and mix of specific uses constructed will be determined by Developer based on market demand, and the land use capacity and City of Carnation's Shoreline Master Program of the Propert, subject to the development standards set forth in this Agreement. A maximum of 20% of the total building square feet may be developed as storage space. In the event Developer wants to develop more than 20% of the total building's square footage as any form of storage space, Developer shall pay City \$50,000.00 annually. The total square feet of storage space may not exceed 33% of the buildings' total square footage.

Storage in this section is defined as passive use of building space such as that used for parked vehicles, boats, equipment, sedentary inventory and or other similar uses; this definition excludes use of footage for inventory required for periodic business, commercial, professional activity. Storage sheds may not be placed at RV camp sites.

The RV Park Management

The RV Park will have on-site professional management to ensure a clean, professionally run recreational park. Developer will establish park rules including quiet hours, refuse disposal, length of stay (no more than 180 days—— per 12 months), condition and age of recreational vehicles, number of guests allowed per campsite, number of vehicles allowed per campsite and other rules and procedures to ensure the safety and cleanliness of the RV park and the surrounding community. The park is for active overnight recreational purposes, not storage of trailers or RVs, and shall accommodate short-term rentals (for example weekend stays) in addition to longer rentals up to 180 days per 12 months.

3. Development Plan.

3.1 Development Elements. The City and Developer contemplate a development plan for the Property and Project. The plan contemplates, among other things, a development that balances economic development, including employment opportunities, revenue

generation for the City, community connectivity and wayfinding, and environmental protection. The plan includes the following elements:

A. Economic Development:

50,000 square feet of light industrial manufacturing space, at least 30,000 square feet of RV park/recreational space and 2,000 or greater square feet of office space for park management and recreational rentals within the Creating at least 80,000 square feet of LI/M Zone are space envisioned to provide meaningful employment opportunities within the community and revenue generation to the City. In a mutual effort maximize the footprint of the Project and complete the Larson Ave Extension (defined below) in a timely manner, the City shall permit Developer, and grant to Developer any rights necessary, to expand and/or alter the existing infiltration system(s) serving the existing vacuum station on the Parent Parcel to fulfill stormwater management requirements.

B. Roads:

Design and Construction of Larson Extension: The terms of this Agreement satisfy the requirements set forth in CMC 15.56.190. In lieu of transportation impact fees otherwise collectible by the City in connection with the Project, and in full satisfaction of Developer's off-site traffic mitigation obligation, including, without limitation, those set forth in CMC Section 15.56.190 developer shall design, engineer and construct an extension of Larson Ave along the eastern boundary, to the southern boundary, of the Property ("Larson Ave Extension") including curb, gutter and sidewalk along both sides of the street. The City of Carnation's Street and Storm Water System Standards will be adhered to in the design and construction of the project. Within ninety (90) days following the Effective Date, the City and Developer will work diligently to prepare mutually acceptable design and construction standards and specifications for the Larson Ave Extension that are consistent with the nature of the Project and the Street and Storm Water System Standards.

a. NE 40th Connector. This element includes extending Larson Ave to NE 40th Street for purposes of extending Larson Ave to a controlled stop-sign intersection with NE 40th Street. This element includes road, sidewalks and gutters to follow City Street and Storm Water System Standards that apply. The Developer will design, engineer and construct the equivalent cost of a 490 lineal foot southern extension of complete street. This element is contingent upon city acquisition of public right of way.

For the avoidance of doubt, Developer's obligations to (i) design, engineer, and construct the Larson Ave Extension to City standards; and (ii) design and engineer the NE 40th Connector which shall fully satisfy any and all obligations Developer may have to pay any transportation impact fees,

under any applicable law or legal theory, regardless of whether the City acquires Properties and/or Developer constructs the NE 40th Connector.

Finally, Developer will exercise good faith efforts to facilitate a meeting between the owner of the needed Properties and the City in connection with the City's efforts to acquire theat property(s) and/or public right of way easement. If the City acquires the needed Properties within five (5) years of the Closing Date (per the Purchase and Sale Agreement dated 8.30.2023, then Developer will construct at its own cost, the **NE 40th Connector** to NE 40th Street.

In the event the City does not obtain the needed properties within 5 years of closing in order to connect Larson to NE 40th Street, then Developer will provide City with all design, CAD and engineering files for the design, engineering and construction of the extension.

The Developer shall design, engineer, and construct the road connecting Larson to NE 40th within 3 years of City's land acquisition of the needed Properties. Failure to complete this element within stated timeline is addressed in 3.2.i

C. Soft Surface Trail Easement and trail construction:

A soft surface trail connecting Tolt MacDonald Park to East Entwistle Street traverses the northwesterly portion of the Property ("Soft Surface Trail"). In an effort to maximize the footprint of the Project, the City and Developer will exercise diligent good faith efforts to work with King County to relocate the Soft Surface Trailon the King County Property. However, if King County is not

3

willing to accept and establish the Soft Surface Trail on the King County Property, then as a condition to Developer's construction pennits for the Project, Developer will dedicate a five (5) foot strip ofland along the northern boundary of the Property as a pennanent easement for this trail for public use. Notwithstanding the forgoing, the Soft Surface Trail shall be designed in conjunction with, and shall be contained within, the minimum perimeter landscape buffers, if any, as may be required for the Project. The dedication of the Soft Surface Trail shall not result in any additional increases to landscape and buffering requirements.

Developer shall install a walking trail at least 5-feet in width which ties into the existing soft surface King County trail and additionally creates a public walking trail along the westside of the property with access to the public recreational elements.

D. Connectivity and Wayfinding:

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Developer shall design and fund signage as part of the Project on the Property that will enhance connectivity and wayfinding along Route 203 to areas such as City Hall, the Business Park, Tolt Commons, Memorial Park and other destinations, all subject to City design standards and City approval.

E. Artwork:

Developer shall include public artwork dedicated to the Schefer family legacy along the soft surface trail in any location where can be enjoyed by the public. The final design for the soft surface trail and artwork will be a joint decision by City and Developer.

3.2 Development Schedule.

(i) Developer will submit to the City a complete application for permits to construct the Project conceptually consistent with the Site Plan on or before Julyanuary 301, 2025 and will exercise diligent best efforts to complete construction of the Project within the below timeline no later than the third (3rd) anniversary of the Closing ("Completion Timeline"), subject to the City's compliance with the terms of this Agreement,

a. Developer shall complete Building A, RV park/recreational space, office
 space for park management and at least two community benefits before the
 2nd anniversary of closing on the purchase of the associated real estate.

b. Developer shall complete the Larson Avenue extension before the 2nd anniversary of closing.

c. Developer shall complete Building B within 3 years of completion of Building A, which in no event shall be later than the 5th anniversary of closing.

d. Developer shall design and engineer the NE 40th St. Connector to City
 Street and Storm Water Standards before the 2nd anniversary of closing,

e. Provided that the City acquires necessary property and/or right of way
easement for the construction of the NE 40th St. Connector, Developer shall
construct to City standards the NE 40th St. Connector within 5 years of
closing.

(i)

Developer shall be expected to meet 100% completion of 3.I.A, 3.1.B (i), 3.1.C,3.1.D and 3.1.E by the 3rd anniversary of closing. If Developer delays longer than 3.2(i)the ("Completion Timeline")3rd anniversary of closing due to its own delays, and not due to City, county or state regulatory agencies, then the following penalties will apply:

For every 15 calendar day delays beyond the above "Completion Timelines" beginning on the 91st day after the 3rd anniversary, the Developer shall pay the City \$25,000.00.

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- 3.2 (<u>ie</u>) applies to 3.1.B (<u>ii)</u> if the NE 40th Connector is deemed feasible and only after the City acquires properties.
- (ii) To the best of the City's ability all permit applications in connection with the Project shall be processed on an expedited basis. The Parties understand that there may be permits, decisions, and/or approvals from third parties necessary to the permitting of the Project ("Third Party Approvals") and the issuance of which the City does not control. However, the City shall make a diligent effort to, in all eases, respond to Developer's requests for review of submittals and inspection of work, with a complete set of comments and/or approval, within fourteen (14) business days; provided that in no event shall be foregoing be construed to provide the City more time to review the Project, or any element thereof, than is provided for by applicable law. Additionally, upon written request of Developer, the City shall exercise reasonable good faith efforts to assist Developer in obtaining Third Party Approvals. Due to the Completion Timeline proposed by the City, the City's diligent commitment to expedited review is fundamental hereto, and without which Developer would not have entered this Agreement.

4. Permitted Uses.

The uses permitted on the Property ("Permitted Uses") shall include all of those uses that are consistent with the LI/M Zone as set forth in the use tables in CMC Section 15.36.030, as the same exists on the Effective Date and a copy of which is attached hereto as Exhibit C and incorporated herein by this reference; provided that the Permitted Uses for this Project do not include indoor, or outdoor, self-serve public storage or mini-storage ("Prohibited Storage"), except as a use that does not occupy more than 20% of the total building square feet indoors or as allowed by code, whichever is less; provided that the term "Prohibited Storage" shall not include any warehouse use or storage of items, such as materials, inventory, equipment, vehicles, and other property in connection with a use that is permitted in the LI/M Zone. Adult entertainment establishments or marijuana retailers are not permitted uses at this Development.

5. Development Standards.

- 5.1 Development of the Property shall be subject to the development standards, <u>design standards and landscape standards</u> set forth in <u>CMC and</u> this Agreement and, in the absence of a standard in this Agreement, the provisions of the CMC, as the same exists on the <u>Effective Date</u>; provided that, at Developer's request, the City will modify those standards to the maximum extent permitted in the table set forth in CMC 15.17.030, as it exists on the <u>Effective Date</u>, and a copy of which is attached hereto as **Exhibit D** and incorporated herein by this reference (as may be modified, "*Development Standards*").
- 5.2 In the event of a conflict between the Development Standards specified in this

Agreement and the requirements of the CMC, the Development Standards of this Agreement shall prevail. In no event shall any of the Development Standards set forth herein supersede or control over any contrary provision or contractual requirement set forth in the PSA.

5.3 Any decision by the City or any representative thereof to reject a plan or permit based on inconsistency with the Development Standards must be made in writing within the timeframe specified in Section 3.2(ii) hereof and must be supported by findings outlining the identified inconsistency.

6. Design and Character.

The Developer agrees it will incorporate <u>Carnation design standards and</u> design elements consistent with a <u>historic agriculture</u> farm theme for East, West and North periphery facades. The City and Developer agree that the Site Plan, public safety, and fire ratings shall not be compromised by these elements. These facoade elements shall include but not be limited to: color schemes, peaked roof elements, covered walk-ways in front toof the office spaces, cupulas, window, rooflines and landscaping element solely for aesthetic purposes.

7. Environmental and Traffic.

7.1 Floodplain Issues. Given that the entire Property is located within the Federal Emergency Management Agency ("FEMA") 100-year floodplain, the construction of the Project will be subject to CMC Ch.15.64- (Floodways, Floodplains, Drainage, and Erosion) and will require approvals from FEMA. Although Developer must investigate and secure all local, regional, state, and federal permits related to the Project at its own expense, the City shall exercise diligent good faith efforts to assist Developer in doing so, including, without limitation, providing continuing political support, writing letters, and participating in the meetings as reasonably necessary and appropriate to ensure that Developer obtains all such Third-Party Approvals as quickly as possible.

Furthermore, the Parties will work in good faith to identify offsite opportunities that can provide sufficient flood plain storage in order to maximize the footprint of the Project and to prove, through industry standard flood plain modeling, that any rises to the flood plain caused by the Project will be mitigated. Upon providing evidence of this result, the City will support a Conditional Letter of Map Revision (CLOMR) demonstrating the same to FEMA, and, post-construction, a final Letter of Map Revision (LOMR) demonstrating the same.

7.2 Shoreline Jurisdiction & Critical Areas. A strip along the western portion of the

Property lies within the shoreline jurisdiction and any development or improvements within that area will be subject to the Carnation Shoreline Master Program. The Cityrepresents to Developer that, to the best of the City's knowledge, other than the described shoreline area, there are no known or mapped wetlands or other critical areas on the Property. In order to permit the Project, Developer would need to hire a qualified professional to complete a survey of the Property and prepare a Critical Areas Report. Developer has performed its due diligence in surveying the shoreline jurisdiction and any critical areas and will satisfy all requirements.

7.3 As part of the Project, Developer will prepare AM and PM peak-hour weekday and weekend intersection analysis that studies the amount of traffic to be generated by the Project during AM and PM peak-hour, the potential transportation effects of the Project during such times, and showing acceptable operations (Level Of Service Dor better) of the study intersections or providing for adequate intersection improvements to meet such peak-hour level of service standards (Level Of Service D). For the avoidance of doubt, the Parties acknowledge that Developer's obligations as set forth in Section 3.1(ii) hereof constitute material off-site traffic mitigation and Developer will have no further traffic mitigation obligations, except to the extent necessary to achieve a Level of Service D or better in the applicable study intersections.

Developer's traffic analysis shall be limited to existing transportation infrastructure within the city limits of Carnation and the City agrees that such analysis shall fully satisfy the City's traffic-related permit requirements for the Project.

8. Additional Community Benefits.

- 8.1 Ombudsperson. The City will designate a City staff person to serve as a conduit between the community, Developer and various City departments, residential organizations, and neighbors beginning no later than two weeks from fully executed documents waiver of the feasibility contingency. The Ombudsperson will ensure all Parties fulfill all tenns of this Agreement and the PSA. The Ombudsperson will also work cooperatively in good faith with Developer and community organizations on community engagement activities during construction.
- 8.2 Schefer Riverfront Coordinating Group. Developer and the City shall exercise good faith efforts to convene the Schefer Riverfront Coordinating Group ("CG") at least every two months during calendar years 2023 through 2025 design and construction to develop public messaging and information to keep Carnation residents informed about the Project. CG will include one representative from the following organizations: Carnation-City Council, CED Committee,, Puget Sound Energy, Planning Board, King County-Waste Water, Carnation City Manager's Office, Developer, and King County-Parks-representative(s) from the Developer, City of Carnation staff and Housing and Land Use Committee.
- 9. Claw Back Provision

9.1 Generally. The Parties intend that Developer will complete the design, entitlement and construction of the Project within the "Completion Timeline" in Section 3.2(i)three (3) full calendar years of Closing. If Developer fails to exercise diligent best efforts to so timely complete the Project, then, subject to the City's compliance with this Agreement, the City will have the option to purchase the Property from Developer for a purchase price equal to one hundred percent (100%) of the fair market value of the Property, which shall consider all relevant factors, including, without limitation, any entitlement obtained, and/or development completed on, the Property ("Fair Market Value"), as provided in this Section 8 ("Purchase Option").

9.2 Exercise of Option. If the City has the right to exercise a Purchase Option and elects to do so, the City shall hire an MAI certified appraiser representing the City, which appraiser shall have not less than five (5) years' experience appraising industrial property in the Greater Seattle Area comparable to the Property ("City's Appraiser"), who shall determine the Fair Market Value of the Property. The City shall notify Developer by written notice of its election to exercise a Purchase Option ("Option Notice"), which Option Notice shall state with particularity the basis for the City's right to exercise a Purchase Option and the City's opinion of the Fair Market Value of the Property, as determined by this City's Appraiser. If Developer agrees with the City's statement of the Fair Market Value, then Developer shall so notify the City thereof within ten (10) business days following receipt of the Option Notice ("Developer **Response**") and the Parties shall work in good faith to prepare definitive documents governing the sale of the Property to the City on an as-is, where is basis within sixty (60) days following the City's receipt of the Developer Response. If Developer does not agree that the City has the right to exercise a Purchase Option, then it shall so notify the City in the Developer Response and then either party shall have the right to submit the question for adjudication in the Superior Court for King County. If the Developer agrees that the City has the right to exercise the Purchase Option, but does not agree with the City's statement of the Fair Market Value, then it will so notify the City in the Developer Response (referred to below as the "Developer Arbitration Notice") and the question will be subject to arbitration as provided in this Section 8.

In the event the City exercises the Claw Back Provision, Developer will provide City with all feasibility studies, engineering, CAD and design files related to the project.

If Developer delays longer than the "Completion Timeline" in Section 3.2(i)3rd anniversary of closing due to its own delays, and not due to City, county or state regulatory agencies, then the following penalties will apply:

For every 15 calendar day delays beyond the "Completion Timeline" beginning on the 91st day after the 3rd anniversary, the Developer shall pay the City \$25,000.00.

In the event Developer sells <u>or assigns</u> this project at any stage of development or construction, the new owner will abide by this Development Agreement.

9.3 Arbitration. The Developer Arbitration Notice shall specifically state Developer's opinion of the Fair Market Value and shall hire an MAI certified appraiser representing Developer, which appraiser shall have not less than five (5) years experience appraising industrial property in the Greater Seattle Area comparable to the Property ("Developer's Appraiser"), who shall determine the Fair Market Value of the Property. Within ten (10) business days following the City's receipt of the Developer Arbitration Notice, the City's Appraiser and the Developer's Appraiser shall appoint an independent MAI certified appraiser, which appraiser shall have not less than five (5) years experience appraising industrial property in the Greater Seattle Area comparable to the Property ("Third_Appraiser"). Within thirty (30) days following his or her appointment, the Third Appraiser shall select either the City's or the Developer's determination of the Fair Market Value of the Property as the closest approximation of the actual Fair Market Value of Property and that shall be the purchase price for the Property. The sale of the Property shall be as-is, where-is, and shall be closed within sixty (60) days following the issuance of the Third Appraiser's opinion.

10. General Provisions.

10.1 Notices. All notices shall be personally delivered, sent via a nationally recognized overnight courier service (such as Federal Express, UPS or DHL) or sent by certified United States mail (return receipt requested), with a courtesy copy concurrently sent via electronic mail. Notices sent via personal delivery, overnight courier service and electronic mail will be effective upon receipt, and notices sent by mail will be effective three (3) Business Days after being deposited with the United States Post Office, postage prepaid. The City and Developer agree that notice may be given on behalf of each party by the counsel for each party and notice by such counsel in accordance with this Section 9.1 shall constitute notice under this Agreement. The addresses to be used in connection with such corred Tespondence and notices are the following, or such other address as a party shall from time to time direct in wrtiting by notice given pursuant to this Section 9.1, but any such notice of a new address shall not be effective until actually received by the other party:

The City: City of Carnation 4621 Tolt_Avenue, P.O. Box 1238 Carnation, WA 98014 Email:<u>rhonda.ender@carnationwa.gov-(425) 786-4435</u>

with a copy to: Thompson, Guildner & Associates, Inc., P.S. Nikki Thompson 110 Cedar Ave, Ste 102 Snohomish, WA 98290

Email: NikkiT@trustedguidancelaw.com

with a copy to:

Developer: David Remlinger and/or assigns [Remlinger Entity]10422 NE 37th-

Cir, Suite 100

Kirkland, WA 98033

12525 Old Snohomish Monroe Road

Snohomish, WA 98290

Phone: 425-330-2950 [Insert here] (425) 330-1160

Email: drake@remlingergroup.com

jaque@lordhillfarms.com

davidremlinger@gmail.com

with a copy to:

Remlinger Fanns

Attn: Gary Remlinger

Phone: (206) 300-0772

Email: gary@remlingerfanns.com

with a copy to:

Ojala Law, Inc., P.S. PO Box 211

Snohomish, WA 98291 Attn: Nate

R. Veranth Phone: (425) 788-2222

Email: nate@ojalalaw.com

10.2 Recording. Either Party may arrange for the recording of a memorandum of this Agreement with the King County Recorder's Office, as necessary to disclose this Agreement on title documents for the Property. This Agreement shall run with the land as binding on the Parties and their successors and assigns. It is mutually agreed that the terms of this Agreement touch and concern the land and shall be covenants running with the land.

10.3 Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

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10.4 Captions. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

10.5 Severability. The invalidity or unenforceability of a particular provision of this Agreement shall not render this Agreement invalid or unenforceable as a whole and, in such event, the Parties shall exercise diligent good faith efforts to reform the Agreement in a manner that is fully valid and enforceable and that reflects the Parties' intentions as to their relative benefit and bargain hereunder.

10.6 Time of the Essence. Time is of the essence of this Agreement.

10.7 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

10.8 Exhibits and Schedules. The exhibits attached hereto are hereby incorporated herein by this reference.

10.9 Amendment to this Agreement. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

10.10 Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

10.11 Entire Agreement. Except for the PSA this Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between Developer and The City as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby.

10.12 Attorneys' Fees. If either party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the substantially prevailing party, if any, in such action shall be entitled to recover from the other party all reasonable attorneys' fees that

may have been incurred, including any and all costs and expenses incurred in enforcing, perfecting and executing such judgment, and including all costs of appeal.

10.13. Term. Pursuant to RCW 36.70B.170 et seq., the Development Standards and other provisions of this Agreement shall apply to and govern and vest the development and use of the Property for a period of twenty (20) years from the Effective Date. After the Effective Date, the City may adopt new or modified laws and regulations relating to a particular subject matter specified in this Agreement or presently existing development regulations, but these new or modified standards will not apply to the Project unless Developer chooses. This Agreement shall remain in force throughout the twenty (20) year vesting period unless the City repurchases the Property, in which case this Agreement shall immediately and automatically terminate and neither Party shall have any further obligation hereunder.

10.14 Force Majeure. If, through no fault of the City or Developer, and by reason of a Force Majeure Event (defined below), any obligation in this Agreement cannot be timely completed, then all time periods relative to the applicable contingency or condition, including the time periods for the related notices and responses thereto, shall be extended for a reasonable time under the circumstances, up to one hundred eighty (180) days, and the obligation shall be satisfied as soon as reasonably practicable. "Force Majeure Event" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence, making the means of performance objectively impossible. Force Majeure Events included acts of God, war, riots, strikes, fire, floods, epidemics, pandemics.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written below.

	Ву:
	Name:
	Title:
	Date of Execution by Seller:
abili:	David Remlinger, and/or assigns [REMLINGER ENTITY], a Washington limited ty company
	Ву:
	Name:
	Title:
	Date of Execution by Seller:
	STATE OF WASHINGTON)
	COUNTY OF)
	I hereby certify that before me personally appeared
	Witness my hand and official seal thisday of2025
	(Signature of Notary) (Name of Notary)
	NOTARY PUBLIC in and for the State
	of Washington, residing at

STATE OF WASHINGTON)		
COUNTY OF)		
I hereby certify that before me persona me known to be theOf/R limited liability company, and said person dicinstrument is the free act and deed by said en	d acknowledge before me that said	
Witness my hand and official se	eal thisday of2	2025
- -	(Signature of No(Name of No	
	NOTARY PUBLIC in and for the of Washington, residin	
	My appointment expires:	

Exhibit A Legal description of the property

Legal Description:

Lot 1, City of Carnation Boundary Line Adjustment LLA-06-00001, recorded under recording number 20060727900005, in King County, Washington.

Site Description:

a. Location: The subject property is located at 4300 Larson Avenue, Carnation WA 98014, and identified as Assessor's Parcel No. 162507-9073.

b. Size and Description: The subject site is located on the west side of Larson Avenue, south of Entwistle Street. The property is configured as an irraregular rectangle being approximately 7.52 acres in area. In its flag shaped configuration, the main body of the property is approximately 588 east to west and 550 feet north to south, and a 160 wide extension (flag) along its west boundary to the north for an additional 240 feet. The topography is relatively level, being at grade with the Larson Avenue right-of-way along its east boundary and having a slight downward slope to the west. The property has a street frontage of 155 feet along the Larson Avenue right-of-way (currently unimproved) which dead ends at the southern extent of the property's frontage. The depth of the property extends 560 feet to the west where it abuts King County's Tolt McDonald Park. Vegetation on the site consists of a maintained grass surface.

Exhibit A Map Attached

Exhibit B Revision 1 and Revision 1.5 Attached

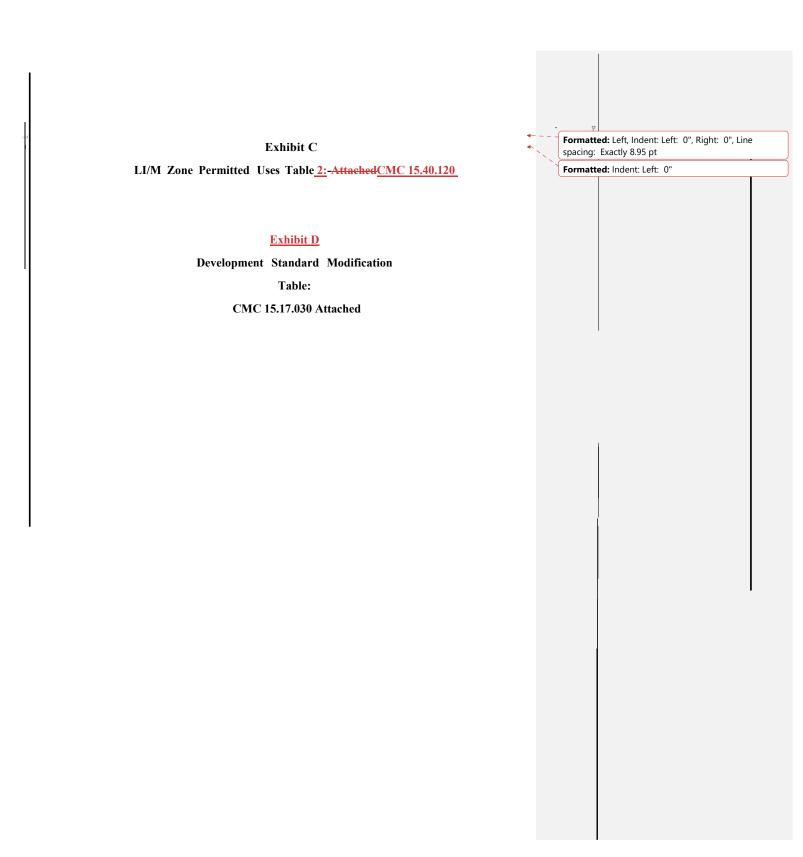
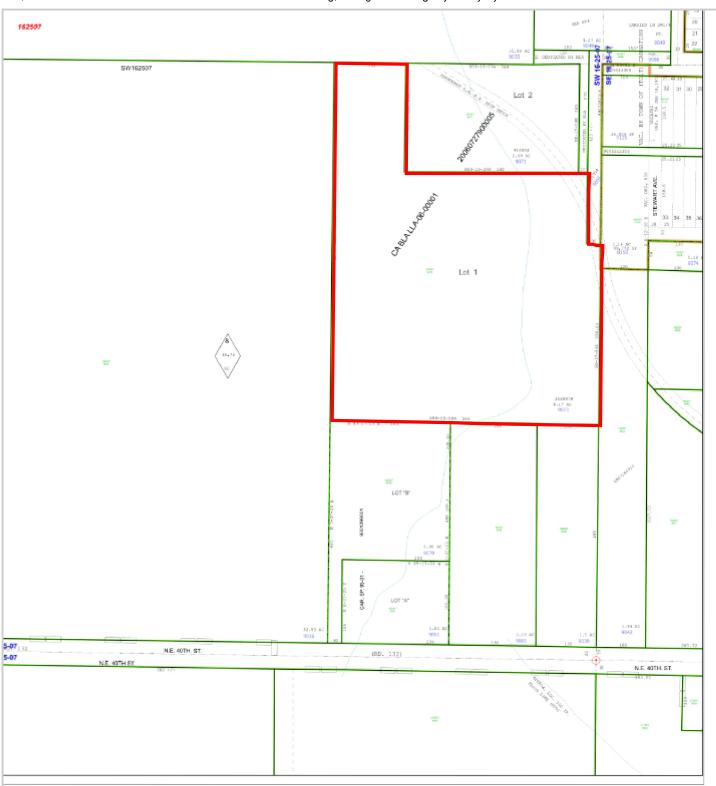


EXHIBIT A

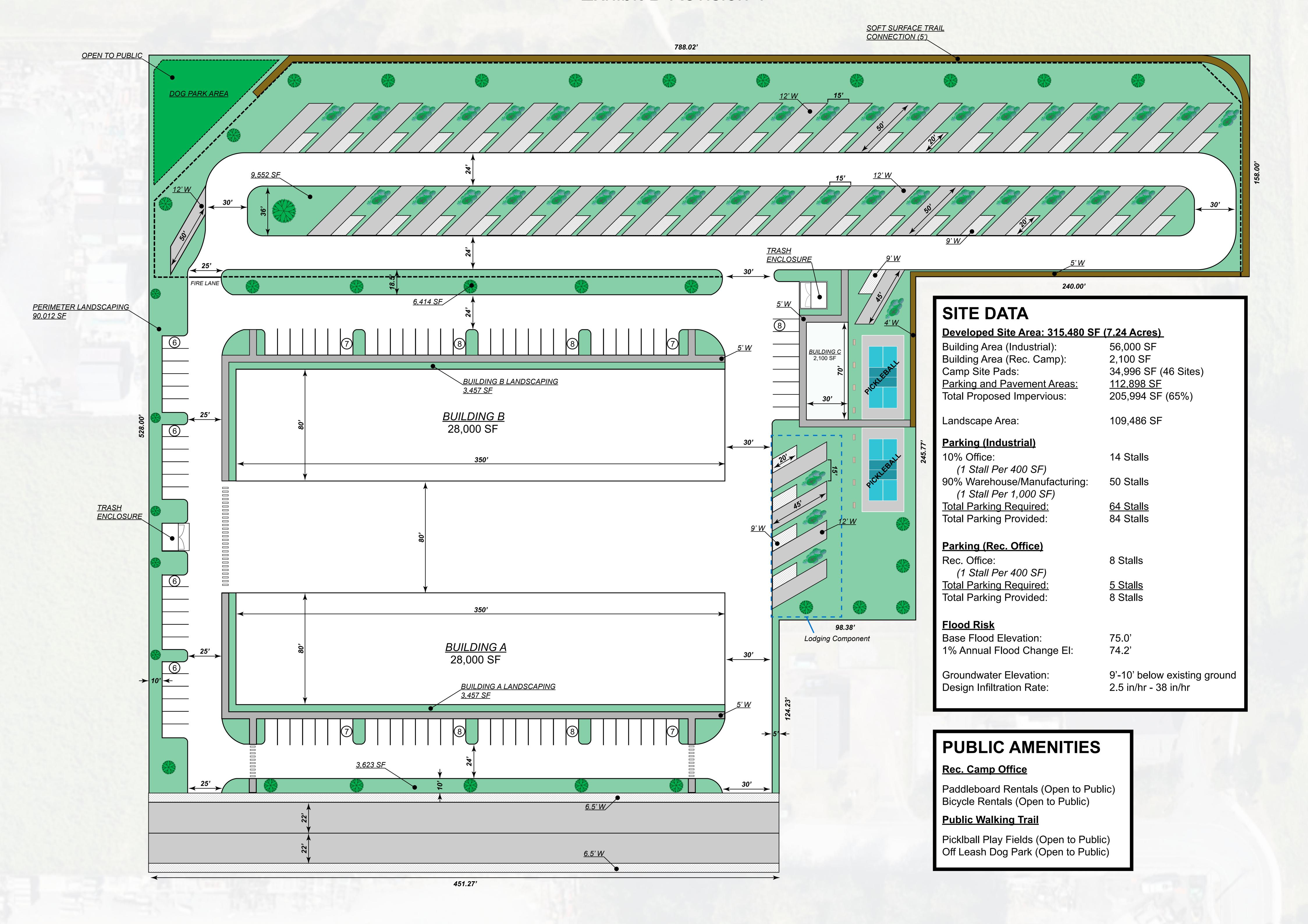
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

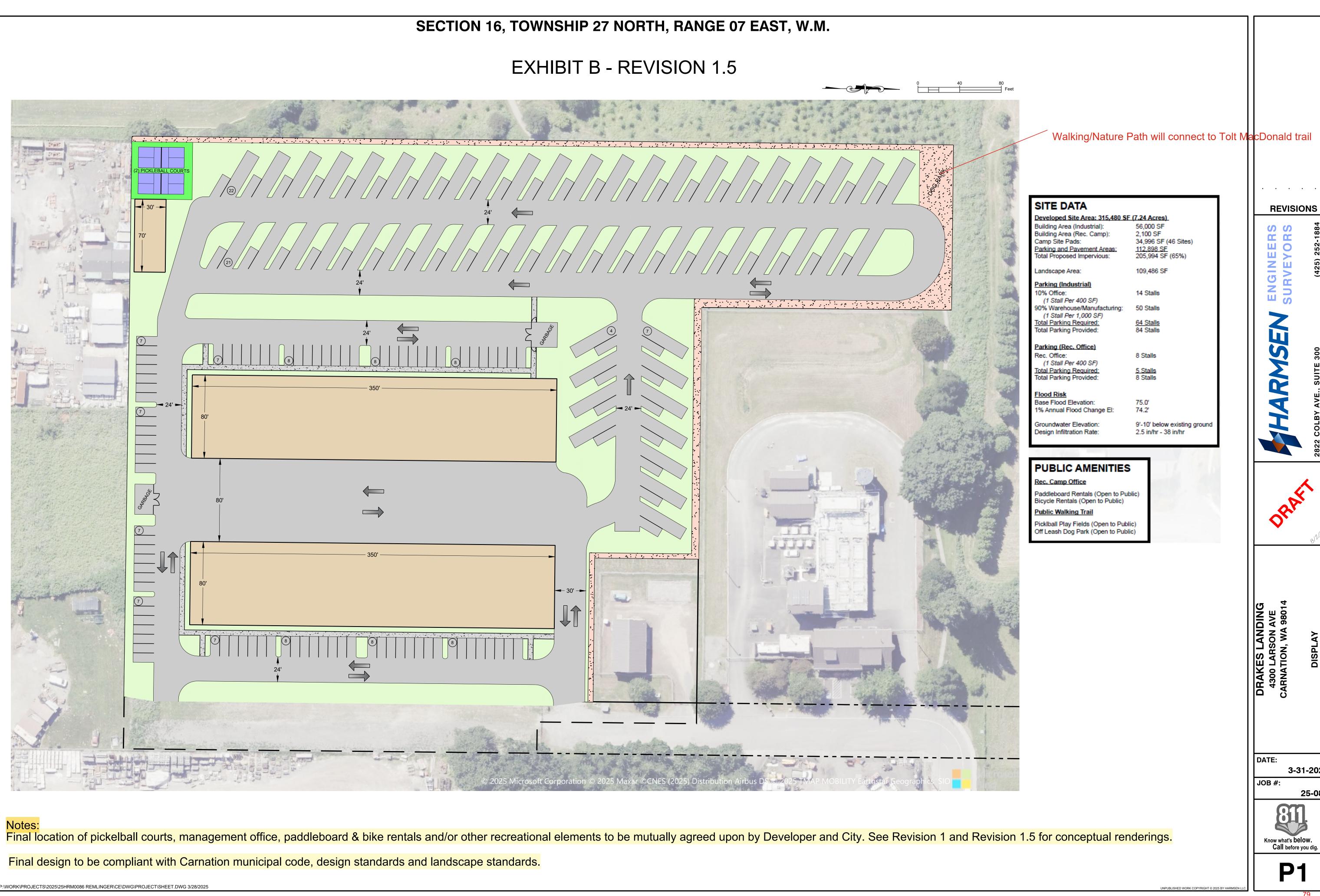




This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Exhibit B Revision 1





3-31-2025

EXHIBIT C

CITY OF CARNATION Carnation, Washington

24-1012

AN ORDINANCE AMENDING CARNATION MUNICIPAL CODE SECTION 15.08.010 AND SECTION 15.40.120 TO PERMIT EXTENDED STAYS IN RECREATIONAL VEHICLE PARKS UNDER A DEVELOPMENT AGREEMENT, PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, the City recently updated Title 15 of the Carnation Municipal Code; and

WHEREAS, following the update, Council determined that it would be appropriate to allow extended stays in RV parks as part of a development agreement designed to foster economic development;

WHEREAS, limiting RV park stays to 30 days eliminates the ability of "snow birders" to stay in Carnation during the summer months; and

WHEREAS, the City wishes capture the economic benefits associated with certain extended stays.

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

<u>Section 1</u>. Amendment. The definition of Recreational Vehicle Park in Carnation Municipal Code Section 15.08.010, is hereby amended as set forth below:

"Recreational vehicle park" or "RV park" means a tract or parcel of land upon which two or more recreational vehicle sites are located, principally used for occupancy by predominantly RVs as temporary living quarters for recreation or vacation purposes with a maximum allowable stay per vehicle of 30 days per 12 months, except that Council may permit an extended stay for economic development purposes of up to 180 days per 12 months under a development agreement. The recreational vehicle park must be professionally run with on-site office hours.

"Recreational vehicle" meaning shall include, but not be limited to, the following:

- 1. Travel Trailer. A vehicular, portable structure built on a chassis and drawn by a motorized vehicle and which is designed to be used as a temporary dwelling for travel, recreational and vacation uses;
- 2. Camper. A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreational and vacation uses;
- 3. Motor Home. A portable, temporary dwelling to be used for travel, recreational and vacation uses and which is constructed as an integral part of

a self-propelled vehicle;

- 4. Camping Trailer. A folding structure mounted on wheels and designed for travel, recreational and vacation uses;
- 5. Park Trailer. A trailer-type unit that is primarily designed to provide temporary living quarters for recreational, camping or seasonal use, that meets the following criteria:
 - a. Built on a single chassis, mounted on wheels;
 - b. Having a gross trailer area not exceeding 400 square feet (37.15 square meters) in the setup mode; and
 - c. Certified by the manufacturer as complying with ANSI A119.5;

<u>Section 2.</u> Amendment. The Table of Permitted Uses in Non-Residential Zones Table 2 in Carnation Municipal Code 15.40.120 regarding Recreational Camps is hereby amended as set forth below, with a (zz) footnote added at the end of the table:

Recreational camps	P	_	P	Permitted daytime and
				overnight camps allowed.
				Overnight camps are for
				recreational use for no more
		,		than 30 days and may
		'		include RV, cabins or other
				recreational use (zz)

(zz) Maximum allowable stay per vehicle of 30 days per 12 months, except that Council may permit an extended stay for economic development purposes of up to 180 days per 12 months under a development agreement. The recreational vehicle park must be professionally run with on-site office hours.

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.

<u>Section 4.</u> Authority to make necessary corrections. The City Clerk is 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.

ADOPTED by the City Council this _____ day of May, 2025.

wkins, Mayor
AS TO FORM:
nompson, City Attorney
iompson, City Attorney

CITY OF CARNATION

FXHIBIT D

15.17.030 Development standards—Flexibility.

- A. A development agreement shall be consistent with applicable development regulations. Provided, however, that a development agreement may allow for modification of certain development standards otherwise required under this code in order to provide flexibility to achieve public benefits, to respond to changing community needs, and/or which provide the functional equivalent or adequately achieve the purposes of otherwise applicable development standards.
- B. The following table sets forth the types of development standards for which modifications may be approved pursuant to a development agreement, together with the corollary range of permissible modifications:

Standard	Permissible Range
	of Modification
Minimum lot size	25%
Minimum lot width*	10%
Maximum residential density	10%1
Maximum building height*	40% with 35' maximum ²
Front setback*	33%
Side setback	25% with 5' minimum
Rear setback*	33% with 10' minimum
Parking spaces	25%
Integrated Mixture of Housing Types (Chapter 15.40 CMC, Table 1, Residential Use Note 6)	100%

^{*} Any measurements may be rounded up or down to the nearest whole number.

- C. A development agreement shall not authorize modifications to development standards except as expressly provided in subsection (B). Without prejudice to the foregoing, a development agreement shall not authorize modifications of the following development standards:
 - 1. CMC Title 16, Building and Construction;
 - 2. CMC Title 14, Environmental Protection;
 - 3. CMC 15.48.070, Special design standards for the R6 zone; provided that this exclusion shall only apply to the R6 zone within the "Tolt Townsite Company Plat of Tolt" filed for record January 17, 1912 in Volume 20, Page 43, Records of King County, Auditor's File No. 787268.
 - 4. Chapter 15.88, CMC, Critical Areas;
 - 5. Chapter 15.64 CMC, Floodways, Floodplains, Drainage, and Erosion et seq.;
 - 6. Chapter 15.36 CMC, Zoning map designations; or
 - 7. Chapter 15.40 CMC, Permissible uses.
- D. The development standards approved through a development agreement shall apply to and govern the development and use of the property subject to the development agreement in lieu of any conflicting or different standards or requirements elsewhere in this code.
- E. Except as otherwise expressly provided by this chapter, modifications approved pursuant to a development agreement shall be without prejudice to any flexibility, bonuses and/or other adjustments to development standards authorized by other provisions of this title.

(Ord. No. 908, § 3(Exh. A), 10-16-2018)

TITLE: An Ordinance pursuant to RCW	Agenda Bill No.:	AB25-32
" 35.21.915 establishing permitting requirements for homeless encampments at religious organizations within the City.	Type of Action:	ORDINANCE
	Origin: (Council/Manager)	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS:	Date Submitted:	05-06-2025
• Ordinance 25-1014	For Agenda of:	05-06-2025
	Expenditure Required:	N/A
	Amount Budgeted:	N/A
	Appropriation Required:	N/A

SUMMARY STATEMENT AND DISCUSSION:

The City recognizes the ongoing issue of housing insecurity in Washington and King County, emphasizing the need for temporary housing solutions. In alignment with state law (RCW 35.21.915), religious organizations are authorized to host temporary encampments, while the City retains the ability to regulate these sites for public health and safety without imposing undue burdens.

RECOMMENDED ACTION: I move to adopt Ordinance 25-1014

LEGISLATIVE HISTORY:

ACTION	N TAKEN							
MOTION AS PROPOSED		MOTION AS	MOTION AS AMENDED					
Motion made by:			Motion made b	Motion made by:				
Second by	' :		Second by:	Second by:				
	YES Vote	NO Vote		YES Vote	NO Vote			
Hawkin s			Hawkins					
Ribail			Ribail					
Nelson			Nelson					
Burrell			Burrell					
Meriza n			Merizan					
Passed/ Failed			Passed/Fail ed					
Ordinance	Ordinance/Resolution No.:		Ordinance/Res	Ordinance/Resolution No.:				

CITY OF CARNATION

ORDINANCE NO. 25-1014

AN ORDINANCE OF THE CITY OF CARNATION, WASHINGTON AMENDING THE CARNATION MUNICIPAL CODE TO ADD CHAPTER 15.130 ENTITLED "HOMELESS ENCAMPMENTS AT RELIGIOUS ORGANIZATIONS" TO ADDRESS PERMITTING REQUIREMENTS, PROVIDING SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, housing insecurity is a recognized problem throughout the State of Washington and in King County with a need for additional facilities to address temporary housing; and,

WHEREAS, RCW 35.21.915 expressly authorizes religious organizations to host temporary encampments for homeless persons on property owned or controlled by religious organizations, and likewise authorizes cities to establish permit or other regulatory conditions necessary to protect public health and safety, provided, however, that they do not substantially burden the decisions or actions of religious organizations providing housing or shelter for homeless persons on property owned or controlled by religious organizations; and,

WHEREAS, the City and its elected and appointed officials are committed to protecting the health, safety and well-being of its citizens; and,

WHEREAS, the City does not seek to limit the Temporary Encampment to particular zoning districts in the city, and therefore allows them to be established in all areas as long as the proposed site is at least one half (.5) acre in size because this will lessen the health, safety and welfare impacts to existing uses located adjacent to Temporary Encampments; and,

WHEREAS, the City Council finds that a site may only host a Temporary Encampment once every 12 months in order to lessen and disburse throughout the City the health, safety and welfare impacts to existing uses located adjacent to Temporary Encampment sites; and,

WHEREAS, the City desires to enact this ordinance in order to set forth the requirements for the issuance of a temporary encampment use permit to an applicant wishing to host a homeless encampment; and,

WHEREAS, the City desires to establish a fee as set forth in the Fee Schedule for the review and approval of a permit application for the placement of a temporary encampment. Pursuant to RCW 35.21.915, the City shall not impose permit fees in excess of the actual costs associated with the review and approval of the required permit applications for the placement of temporary encampments; and,

WHEREAS, on March 14, 2025, a State Environmental Policy Act ("SEPA") Determination of Nonsignificance ("DNS") was issued for the proposed action related to the temporary encampment and no appeals were filed; and,

WHEREAS, on February 26, 2025, the Department of Commerce received the proposed amendments related to temporary encampments pursuant to RCW 36.70A.106 for the State's procedural requirements for agency review and the requested review period ended on April 26, 2025; and,

WHEREAS, on January 17, 2025, the public was notified by a legal advertisement of the opportunity to make comment and participate in the public hearing held by the Planning and Parks Board; and,

WHEREAS, on January 28, 2025, the Planning and Parks Board conducted public hearings on the Zoning Code amendments and formulated a recommendation to forward the amendments for City Council consideration.

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

Section One. A new Chapter 15.130 entitled "Homeless Encampments at Religious Organizations" is hereby added to Title 15 "Land Use" of the City of Carnation Municipal Code, to read as follows:

15.130.010 - Purpose.

The purpose of this chapter is to regulate homeless encampments within the city of Carnation in compliance with the requirements of RCW 35.21.915. The standards and requirements in this chapter are the minimum necessary to protect the public health and safety and do not substantially burden the decisions or actions of religious organizations regarding the location of housing or shelter for homeless persons on property owned by such religious organizations.

15.130.015 - Definitions.

The following words used in this chapter are defined as follows:

- A. "Director" means the director of the city of Carnation's Community Economic Development Manager or designee.
- B. "Encampment host" or "safe parking host" means a religious organization (including but not limited to an owner, tenant, or lessee) that has the legal right to occupy the site of a temporary homeless encampment and/or safe parking accommodations. An "encampment host" and/or a "safe parking host" may be the same individual, group, organization, or entity as the encampment sponsor or the encampment manager of a temporary homeless encampment.
- C. "Encampment manager" or "safe parking manager" means an individual, group, organization, or entity that organizes, manages, or operates a temporary homeless encampment and/or safe parking accommodations. An "encampment manager" and/or

"safe parking manager" may be the same individual, group, organization, or entity as the encampment host or the encampment sponsor of a temporary homeless encampment.

- D. "Encampment sponsor" or "safe parking sponsor" means an individual, group, organization, or entity which, in conjunction or by agreement with the encampment host or encampment manager, provides services or support on an ongoing basis for the residents of a temporary homeless encampment and/or safe parking accommodations. An "encampment sponsor" and/or "safe parking sponsor" may be the same individual, group, organization, or entity as the encampment host or the encampment manager of a temporary homeless encampment.
- E. "Limited homeless encampment (safe parking) accommodations" means areas on a site or property owned or controlled by a religious organization that accommodates vehicles in parking lots that individuals park and sleep within as means of shelter.
- F. "Temporary homeless encampment" means a temporary encampment for homeless persons on property owned or controlled by a religious organization, whether within buildings located on the property or elsewhere on the property outside of buildings. This definition does not include limited homeless encampment (safe parking) accommodations.

15.130.020 - Application for temporary homeless encampment permit.

- A. A temporary homeless encampment is an allowed use only on property owned or controlled by a religious organization that is acting as either the encampment host or the encampment sponsor, or both, for the temporary homeless encampment.
- B. Temporary homeless encampments shall not be permitted within the city except as an accommodation of religious exercise by an encampment host or encampment sponsor. Each encampment host, encampment manager and encampment sponsor of a temporary homeless encampment shall jointly apply for a permit under this chapter and shall jointly certify compliance with all applicable use requirements and conditions of this part in the application.
- C. An application for a temporary homeless encampment permit shall be submitted to the director or designee on a form approved by the director. The application shall contain an encampment management responsibility plan. An application that does not contain an encampment management responsibility plan shall not be considered complete. The encampment management responsibility plan shall contain, at a minimum, all of the following information:
 - 1. The name, address, and telephone number of the encampment host, and the telephone number and email address for a designated representative of the encampment host; and
 - 2. The name, address, and telephone number of the encampment sponsor and encampment manager, and the telephone number and email address for a

designated representative of the encampment sponsor and encampment manager; and

- 3. The proposed location of the temporary homeless encampment and information as to whether the temporary homeless encampment will be located inside a building or outside a building on property owned or controlled by the encampment host; and
- 4. The date on which the temporary homeless encampment is proposed to move onto the proposed location and the date on which the temporary homeless encampment is proposed to vacate the proposed location; and
- 5. The maximum number of residents proposed; and
- 6. A site plan showing the proposed location of the facilities required by Section 15.130.030; and
- 7. A statement demonstrating how the temporary homeless encampment will meet the requirements of Section 15.130.030; and
- 8. A description of the security measures that the encampment host, encampment sponsor and encampment manager intend to employ at the proposed location, including criteria for rejection as a resident, a code of conduct, neighborhood security patrols, if any, whether and how they will implement outstanding warrant or registered sex offender background checks, and whether and how any temporary homeless encampment residents or prospective residents may be ejected from the temporary homeless encampment based on the results of such checks; and
- 9. A transportation plan demonstrating compliance with Section 15.130.030.
- D. The application for a temporary homeless encampment permit must be accompanied by an application fee as listed in the master fee schedule adopted by resolution of the city council.
- E. A complete application for a temporary homeless encampment permit must be filed at least thirty days before the date on which the temporary homeless encampment is proposed to move onto the proposed location; provided, that the director may agree to a shorter period in the case of an emergency beyond the control of the encampment host and encampment sponsor. Temporary homeless encampment permit reviews and final decisions shall occur pursuant to the time frames in Chapter 15.09.
- F. An application for a temporary homeless encampment permit shall be processed as a Type II temporary homeless encampment permit under Chapter 15.09, subject to administrative appeal and final administrative decision by the city hearing examiner.

- G. In addition to the requirements for a Type II permit under Chapter 15.09, the following additional and amended procedures apply:
 - 1. Public Meeting Required. The encampment host, manager and sponsor shall hold an informational public meeting that will be attended by the director. The public meeting shall be held as early in the review process as possible for the application. Notice of the public meeting shall be mailed to those property owners identified within subsection (G)(2) of this section. The public meeting notice will be combined with the notice of application whenever possible. Prior to the public meeting, the encampment host shall meet and confer with the Carnation police department regarding the proposed security measures. At the public meeting, a representative of the encampment host shall present in writing and describe the proposed encampment management responsibility plan, and any input or comment received on the plan, including any comment or input from the Carnation police department, or comment or input from schools and/or childcare services under subsection (G)(2) of this section. The public meeting shall be attended by all applicants of the proposed temporary homeless encampment permit.
 - 2. Additional Mailed Notice. The requirements for mailed notice of the application set forth for Type II permits under Chapter 15.09 shall be expanded to include owners of real property within one thousand feet of the project site. Prior to the decision of the director on a temporary homeless encampment permit, the encampment host, encampment sponsor, or encampment manager shall meet and confer with the administration of any public or private elementary, middle, junior high or high school within one thousand feet of the boundaries of the proposed temporary homeless encampment site, and shall meet and confer with the operators of any known child care service within one thousand feet of the boundaries of the proposed temporary homeless encampment site. The encampment host and the school administration and/or childcare service operator shall make a good faith effort to agree upon any additional conditions that may be appropriate or necessary to address school and/or child care concerns regarding the location of a temporary homeless encampment within one thousand feet of such a facility. Any such conditions agreed upon between the parties shall be submitted to the director for consideration for inclusion within the temporary homeless encampment permit. In the event the parties fail to agree on any conditions, either party may provide the director with a written summary of the parties' discussions, which the director may consider in evaluating whether the criteria for the temporary homeless encampment permit are met, or the need for additional conditions upon the temporary homeless encampment permit based on the applicable decision criteria.

- 3. The applicant shall provide notice of the application by posting two land use change signs on the site or in a location immediately adjacent to the site that provides visibility to motorists using adjacent streets. The director shall establish standards for timing of installation and removal of the signs and the public meeting notice.
- H. The director shall coordinate review of the temporary homeless encampment permit with appropriate city staff and with other appropriate public agencies, including, but not limited to, King County Public Health Department and the Fire Marshal. The director may issue the temporary homeless encampment permit if the application demonstrates that:
 - 1. All of the requirements of Section 15.130.030 are met; and
 - 2. The temporary homeless encampment will not be materially injurious to the public health, safety, and welfare or materially injurious to the property or improvements in the immediate vicinity.
- I. Decisions of the director granting, granting with conditions, or denying a temporary homeless encampment permit shall be subject to one open record administrative appeal to the hearing examiner who shall render a final administrative determination. The hearing examiner's decision shall be subject to appeal to the King County Superior Court as provided in Chapter 36.70 RCW. In the event of any conflict with any other provisions of the Carnation Municipal Code, this provision shall control over the provisions in Chapter 15.09.

15.130.030 - Requirements for approval and operation.

- A. A temporary homeless encampment must meet all of the following requirements in addition to any other requirements imposed by this chapter:
 - 1. The property or building must be of sufficient size to accommodate the proposed number of tents and/or vehicles, residents, and the on-site facilities required by this section.
 - 2. Adequate provision must be made for the provision of drinking water, disposal of human waste, disposal of garbage and other solid waste, and the provision of other services, including, but not limited to, the following facilities:
 - a. Sanitary portable toilets or other restroom facilities in the number required to meet health regulations for the residents and staff of the temporary homeless encampment; and
 - b. Hand washing stations by the toilets or restrooms and by food service areas; and

- c. Refuse receptacles meeting the requirements of the city's solid waste division; and
- d. A food service tent or other food service building or facility meeting health department requirements; and
- e. A management tent or other management office or facility providing administrative and security services and readily identifiable to residents and visitors. Through the permit process a ratio of encampment staff to residents shall be established by the city. This ratio shall ensure the health and safety of the staff, residents, and surrounding neighbors.
- 3. Outdoor temporary homeless encampments shall meet all setbacks for the zoning district in which the property is located; provided, that where the temporary homeless encampment abuts property containing residential uses, the temporary homeless encampment shall be set back 20 feet from the property line or the minimum setback provided in the Carnation Municipal Code, whichever is greater.
- 4. Outdoor temporary homeless encampments shall have a six-foot-tall sight obscuring fence provided around the perimeter of the temporary homeless encampment unless the director determines that there is sufficient vegetation, topographic variation, or other site conditions to provide equivalent screening of the use from adjacent properties.
- 5. Any and all exterior lighting for outdoor temporary homeless encampments shall be directed downward and away from adjacent properties to minimize light impacts.
- 6. The maximum number of residents within a temporary homeless encampment shall not exceed thirty-five.
- 7. Parking for, at a minimum, five vehicles shall be provided.
- 8. Allowing children under the age of 18 in the temporary homeless encampment is at the discretion of the religious organization hosting the encampment.
- 9. Service animals are allowed in the temporary homeless encampment. Allowing other animals in the encampment is at the discretion of the religious organization hosting the encampment.
- 10. The encampment sponsor and/or the encampment host shall submit a code of conduct for the temporary homeless encampment and a statement describing how the code of conduct will be enforced. The code of conduct shall, at a minimum, contain the following:

- a. A prohibition on the possession or use of nonprescribed or illegal drugs, and/or alcohol. This prohibition includes recreational use of marijuana.
- b. A prohibition on the possession of guns, knives with blades in excess of three inches, and weapons of all kinds.
- c. A prohibition on violence.
- d. A prohibition on open flames.
- e. A prohibition on trespassing into private property in the surrounding neighborhood.
- f. Hours during which quiet is to be observed.
- 11. A transportation plan must be submitted providing for access to transit. All temporary homeless encampments must be located within one-half mile of transit service. This measurement shall be taken in a straight line from the closest property line where the temporary homeless encampment is proposed to the existing transit service provided by King County Metro or Snoqualmie Valley Transportation. During hours when public transportation is not available, the encampment sponsor, encampment host, or encampment manager shall also make transportation available to anyone who is rejected from or ordered to leave the temporary homeless encampment.
- 12. The temporary homeless encampment must comply with all regulations of Washington State, the city of Carnation, and the King County public health department. The temporary homeless encampment shall comply with the requirements of the International Fire Code and Washington Cities Electrical Code as adopted by the city of Carnation. The encampment sponsor and encampment host shall permit inspections at all reasonable times by appropriate public officials from the agencies enforcing these codes for code compliance.
- 13. The encampment sponsor shall take all reasonable and legal steps to obtain verifiable identification from prospective residents of the temporary homeless encampments and use the identification to obtain sex offender and warrant checks from the appropriate agency. If the warrant and sex offender check reveals that a prospective resident or existing resident is a sex offender who is required to register with police or that the prospective resident has an outstanding warrant, the encampment sponsor shall reject the prospective resident or evict the existing resident.
- 14. Adequate access for fire and emergency medical apparatus shall be provided.

- 15. Adequate separation between tents and other structures shall be to limit fire exposure and provide for emergency exiting by residents.
- 16. Temporary homeless encampment permits may be approved only once in a calendar year for no more than one hundred eighty consecutive days. These time limits shall apply to property where a temporary homeless encampment is permitted regardless of whether or not an encampment manager or sponsor is different. At least ninety days must elapse before a subsequent temporary homeless encampment may be located on any portion of property where a temporary homeless encampment was previously located. This provision does not preclude an encampment manager or sponsor from applying for a permit at a different encampment site more than one thousand feet from the previous location.

15.130.040 - Hardship exception.

An encampment host, encampment sponsor, or encampment manager may petition the director for an exception from any of the specific use requirements of Section 15.130.030 or other condition imposed by the director upon grounds of hardship. In considering whether a hardship exception should be granted, the director may consider whether the provision or provisions at issue substantially burden the siting or hosting of a temporary homeless encampment at a particular location or by a particular encampment host, encampment sponsor, or encampment manager, the effects on health and safety of residents and the community should the exception be granted, and whether a less restrictive, alternative means to achieve the health and safety objectives is proposed and/or is reasonably available.

15.130.050 - Decision criteria.

The director may approve or approve with modifications an application for a temporary encampment permit if:

- A. The temporary homeless encampment complies with the use requirements set out in Section 15.130.030 and other applicable requirements of this chapter; and
- B. The temporary homeless encampment will not be materially detrimental to the public health, safety or welfare of the temporary homeless encampment residents or the surrounding community; and
- C. The imposition of a condition under which the city reserves the right to impose additional conditions or to reconsider the temporary homeless encampment permit within a certain time frame from approval date, based on substantiated complaints filed with the city.

15.130.060 - Revocation of permit.

The director may revoke a temporary homeless encampment permit for violation of any of the requirements of this chapter. If the encampment host, encampment sponsor, or encampment

manager fails to take action against a resident who violates the terms and conditions of the temporary homeless encampment permit, the director may revoke the permit. If the city learns of uncontrolled violence or acts of violence by residents of the encampment and the encampment host, encampment sponsor, or encampment manager has not adequately addressed the situation, the director may revoke the permit.

A decision of the director to revoke a temporary homeless encampment permit is an administrative decision processed in the same manner as a Type II temporary homeless encampment permit decision that may be appealed to the hearing examiner for final determination provided in Chapter 15.09. The decision of the director to revoke a temporary homeless encampment permit shall be stayed during any appeal to the hearing examiner, but the stay will be lifted if the hearing examiner upholds the revocation. Decisions of the hearing examiner on a temporary homeless encampment permit revocation may be appealed to the King County superior court as provided in Chapter 36.70 RCW.

15.130.070 - Limited homeless encampment (safe parking) accommodations.

- A. Purpose. The purpose of this section is to provide homeless individuals with vehicles a place to temporarily park overnight to assist in transition to permanent housing.
- B. There is no permit, or permit fees, for safe parking accommodations. Safe parking accommodations are an allowed outright use, but are required to comply with the following:
 - 1. The safe parking host, manager or sponsor must provide notice of the safe parking accommodations as required in subsection C of this section.
 - 2. Vehicles that individuals park and sleep within as means of shelter are limited to one vehicle per every ten on-site parking spaces in a parking lot located on property owned or controlled by a religious organization.
 - a. Parking must continue to abide by existing on-site parking minimum requirements so that the provision of safe parking spaces does not reduce the total number of available parking spaces below the minimum number of spaces required by the city. However, the city may enter into a memorandum of understanding with a safe parking host that reduces the minimum number of on-site parking spaces required.
 - 3. Restroom access must be provided either within the buildings on the property or through use of portable facilities.
 - 4. Access to a hand washing station and trash facilities shall be provided on the site during hours vehicles are allowed to remain.
 - 5. The safe parking host shall provide immediate cleanup of any litter, wastewater, sewage, or waste material discharge onto or deposited upon the surface

of the ground or parking area, whether as a result of leaks from plumbing fixtures, wastewater, sewage, or waste.

- 6. The safe parking host shall comply and enforce compliance of applicable state statutes and regulations and local ordinances concerning, but not limited to, drinking water connections, solid waste disposal, human waste, outdoor fire or burning, and electrical systems.
- 7. Safe parking accommodations can be located on a site for no more than a total of one hundred eighty days during any calendar year.
- 8. Safe parking host shall ensure that there is adequate noise dampening around the safe parking accommodations or shall ensure that no motors, generators, or other mechanical sounds occur during the hours of ten p.m. to seven a.m. so as to lessen the impact on surrounding neighborhoods.
- C. Prior to the opening of safe parking accommodations the safe parking host shall put on a meeting open to the public for the purpose of providing a forum for discussion of related neighborhood concerns unless the use is in response to a declared emergency.
 - 1. Public Meeting Required. The encampment host, manager and sponsor shall hold an informational public meeting. The public meeting shall be held as soon as practicable before the property begins accommodating safe parking. Notice of the public meeting shall be mailed to those property owners identified within subsection (C)(2) of this section.
 - 2. Additional Mailed Notice. The safe parking host shall ensure that notice of the proposed safe parking accommodations and public meeting is mailed to all property owners within one thousand feet of the proposed accommodations.
 - 3. Prior to the opening of the safe parking accommodations the safe parking host shall complete a form provided by the city and shall provide the following information to the city. This information is required as it will allow the city to provide accurate information to the public regarding the safe parking accommodations.
 - a. The name, telephone number, and email address (if applicable) of at least two individuals responsible for receiving, responding, and resolving all complaints/concerns about the safe parking accommodations.
 - b. Dates that the limited safe parking accommodations will be located on a property.
 - c. The items listed in Sections 15.130.020(C)(8) and 15.130.030(A)(10).

<u>Section Two.</u> <u>Severability.</u> If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

<u>Section Three.</u> 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 numbers, section/subsection numbers, and any references thereto.

Section Four. Effective Date. This Ordinance shall be in full force and effect five days after

ATTEST:

By ______ Lora Wilmes, City Clerk

APPROVED AS TO FORM:

By Nikki Thompson, City Attorney

CARNATION



CARNATION PLANNING AND PARKS BOARD Regular Meeting Minutes 3-25-25

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

- 1) CALL TO ORDER: Co-Chair Ron Lundeen AT 5:06 P.M.
- 2) ROLL CALL: Beth Offeman PRESENT: Co-Chair Lundeen, Co-Chair Habell, Board Member Anschell, Board Member Enciso, Board Member Mellin, Board Member Sherfey, Board Member Wallace.
- 3) APPROVAL OF AGENDA

MOTION BY BOARD MEMBER ENCISO TO ADD PUMP TRACK UPDATE TO THE DISCUSSION ITEMS. SECOND BY BOARD MEMBER WALLACE. MOTION PASSED (7-0).

MOTION BY BOARD MEMBER SHERFEY TO APPROVE AGENDA, SECOND BY BOARD MEMBER ENCISO. MOTION PASSED. (7-0).

4) APPROVAL OF MINUTES:

MOTION BY BOARD MEMBER WALLACE TO APPROVE FEBRUARY 25, 2025 MINUTES, SECOND BY BOARD MEMBER SHERFEY. MOTION PASSED (7-0).

5) CITIZEN COMMENT & REQUESTS: Comments may be submitted in advance by writing or e-mailing 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.

PUBLIC COMMENT GIVEN BY JULES H.

6) DISCUSSION:

- a) Schefer Revised Site Plan Proposal: Board viewed updated plans for proposed Schefer property
- b) Parking limits in CBD: Board discussed options for signage and parking restrictions in CBD
- c) Pump Track Update: City Manager Rhonda Ender gave an update on the design of the planned Pump Track at Valley Memorial and outlined next steps.

7) ANNOUNCEMENTS:

- a) 2025 Calendar of Events
- b) Easter Egg Hunt
- c) Arbor Day Celebration

8) CITY COUNCIL UPDATES:

- a) Wireless Code Update Adopted by Council 3/4/25
- b) Permit Extension Fees Update Adopted by Council 3/4/25
- 9) Future Meetings
 - a) Tuesday, April 22, 2025
- **10)** Adjournment: Co-Chair Caroline Habell AT 6:51 P.M.

CARNATION



CARNATION PLANNING AND PARKS BOARD Regular Meeting Minutes 04.22.2025

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

1) CALL TO ORDER: Co-Chair Ron Lundeen AT 5:05 P.M.

2) ROLL CALL: Beth Offeman

PRESENT: Co-Chair Lundeen, Co-Chair Habell, Board Member Anschell, Board Membver Sherfey, Board Member Wallace, Board Member Enciso (Arrived at 5:10 p.m.)

ABSENT: Board Member Mellin

3) APPROVAL OF AGENDA

MOTION BY BOARD MEMBER SHERFEY, SECOND BY BOARD MEMBER ANSCHELL TO APPROVE AGENDA. MOTION PASSED (5-0)

4) APPROVAL OF MINUTES:

MOTION BY CO-CHAIR HABELL, SECOND BY BOARD MEMBER ANSCHELL TO APPROVE 03.25.25 MINUTES. MOTION PASSED (5-0)

5) CITIZEN COMMENT & REQUESTS: Comments may be submitted in advance by writing or e-mailing clerk@carnationwa.gov, or made in person, or by telephone or computer connection at the time of the meeting. Individual comments shall be limited to three minutes. NO PUBLIC COMMENTS

6) PUBLIC HEARING:

Public Hearing for changes to Chapters 15.08.010 and 15.40.120 Extended Stays in RV Parks

- a) PUBLIC COMMENT PERIOD OPENED AT 5:40 P.M. AND CLOSED AT 5:46 P.M. NO PUBLIC COMMENTS.
- b) PLANNING AND PARKS BOARD RECOMENDS TO CITY COUNCIL THAT THEY CONSIDER THE ECONOMIC IMPACTS OF POSSIBLY EDUCING 180-DAY LIMIT OR OF CAPPING LONG-TERM RENTALS TO 25 PERCENT, AND REQUESTS COUNCIL CLOSES ALL TIME-LIMIT LOOPHOLES IN NEW CODE.

7) PRESENTATION

- a) Draft Zoning Map presented by City Manager Ender
- b) CBD Spring Spruce-Up Update given by CED Manager Offeman
- c) Loutsis Clean Up May 17 9 a.m. to 12 p.m.

8) DISCUSSION

a) West Side Park activation: Board discussed ideas for activation and recalled ideas from former Boards. Ideas included trees, a community garden and fitness aparatuses.

9) CITY COUNCIL UPDATES:

- a) Housing Reconciliation detailed by City Manager Ender
- b) CBD Parking Signage Update

10) FUTURE MEETINGS:

a) Tuesday, May 27, 2025

11) ADJUOURNMENT: Co-Chair Caroline Habell

AT 6:53 P.M.

	May 20, 2025 Regular Meeting 6:00 PM	June 3, 2025 Regular Meeting 6:00 PM	June17, 2025 Regular Meeting 6:00 PM	FUTURE ITEMS
2 – Pledge of Allegiance (Alphabetical by last name)	Councilmember Nelson	Deputy Mayor Ribail	Mayor Hawkins	
5 – Public Comment (at 6:05 PM)	Public Comment	Public Comment	Public Comment	
6 - Consent 6a – Minutes	Approval of Minutes: • Regular Meeting: May 6, 2025	Approval of Minutes: • Regular Meeting: May 20, 2025	Approval of Minutes: • Regular Meeting: June 3, 2025	
6b – Claims	Approval of Claims:	Approval of Claims:	Approval of Claims:	
6c – Payroll	Approval of Payroll: April 1-April 30, 2025	Approval of Payroll: N/A	Approval of Payroll: May 1-May 31, 2025	
6d – Agenda Bills	AB25-XX	AB25-XX	AB25-XX	
7 - Proclamations	NONE	Pride MonthSmall Cities Month	Juneteenth	
8 - Public Hearings	NONE	NONE	NONE	7/1 GR Proc.
9 – Presentations	KCSO: State of Public Safety	Dr. Susan Leach presents the Community Leadership Award for the Washington State Administrators Association to Deputy Mayor Ribail	•	•
10 – Council Reports & Requests	Council	Council	Council	
11 – Staff Reports	City Manager's Office	City Manager's Office	City Manager's Office	Financial Review – • August 5, 2025 • December 2, 2025
12 – Long Range Visioning Council Discussion	Council Discussion • Environmental Resilience	Council Discussion	Council Discussion	
13 – Agenda Bills	• AB25-XX	• AB25-XX	• AB25-XX	AB25-XX Regional Hazard Mitigation (RHMP) Adoption (RF) -4 th quarter AB25-XX Salary Commission Recommendation (RF) 8/19 RF/LW
14 - Other	Council	Council	Council	

15 – Planning and Parks Board Minutes – Second Tuesday 16- Upcoming Public Hearing Dates	NONE NONE	May 27, 2025NONE	NONE NONE	
17- Executive Session	• NONE	• NONE	NONE	
18 - Future Committee Meetings	 Planning & Parks May 27, 2025 at 5:00pm Finance and Operations June 18, 2025 At 5:00pm Community Economic Development June 27, 2025 at 3:00pm Public Safety July 14, 2025 at 4:00pm Housing and Land Use September 5, 2025 at 3pm 	 Finance and Operations June 18, 2025 At 5:00pm Planning & Parks June 24, 2025 at 5:00pm Community Economic Development June 27, 2025 at 3:00pm Public Safety July 14, 2025 at 4:00pm Housing and Land Use September 5, 2025 at 3pm 	 Finance and Operations June 18, 2025 At 5:00pm Planning & Parks June 24, 2025 at 5:00pm Community Economic Development June 27, 2025 at 3:00pm Public Safety July 14, 2025 at 4:00pm Housing and Land Use September 5, 2025 at 3pm 	
19 – Future Council Meetings A	June 3, 2025 Regular Session	June 17, 2025 Regular Session	July 1, 2025 Regular Session	
В	June 17, 2025 Regular Session	July 1, 2025 Regular Session	July 15, 2025 Regular Session	