



CARNATION CITY COUNCIL AGENDA Regular Meeting

Mayor Jim Ribail, Deputy Mayor Tim Harris, Ryan Burrell, Dustin Green, Adair Hawkins

DATE: April 4th, 2023

TIME: 6:00 PM

JOIN ONLINE VIA ZOOM: <http://bit.ly/3BbmBBu>

Meeting ID: 983 3856 5355

Passcode: 970731

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 Jim Ribail |
| 2. PLEDGE OF ALLEGIANCE: | Councilmember Ryan Burrell |
| 3. ROLL CALL: | City Clerk Lora Wilmes |
| 4. APPROVAL OF AGENDA: | Mayor and Council |
| 5. EXECUTIVE SESSION: | NONE |

6. CONSENT AGENDA:

- a) Approval of Minutes for the following date(s):
 - i. Regular Session: March 21st, 2023 **(p.3)**
- b) Approval of Claims in the following amount(s):
 - i. \$275,123.47 **(p.12)**
- c) Approval of Payroll for the following pay period(s):
 - i. February 20th, 2023 – March 5th, 2023 **(p.13)**
 - ii. March 6th, 2023 – March 19th, 2023 **(p.18)**

7. COUNCIL REPORTS AND REQUESTS

8. STAFF REPORTS:

- a) City Manager's Office - City Manager Ana Cortez

- b) Capital Improvement Project Update – Administrative Services Manager Lora Wilmes
- c) Schefer Property FAQ – Public Information Officer Ashlyn Farnworth (p.23)

9. PUBLIC HEARING: Amending CMC 15.44.040 - Vehicles as Temporary Dwelling Units.

“Public agencies may erect and use temporary structures (e.g., portable school classrooms, civic uses, emergency command centers, health and social services centers, etc.) upon demonstrating that such a use is in the public benefit and that the use is temporary in nature. Permits for temporary public structures shall expire one year after issuance, but may be renewed annually by the city planner upon demonstration of continued public benefit and need.”

10. 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 shall be limited to three minutes. Group comments shall be limited to five minutes.

11. PRESENTATIONS:

- a) Online Billing Demonstration – Administrative Services Manager, Lora Wilmes

12. AGENDA BILLS:

- a) AB23-13 Motion: Public Works Board Loan (p.24)
- b) AB23-42 Motion: Recology – Wildlife Resistant Cans (p.53)
- c) AB23-43 Ordinance: Amendment CMC 10.12.030 AND 10.12.31 Parking (p.59)
- d) AB23-44 Ordinance: Amendment to Fund Balance 2022 (p.61)
- e) AB23-45 Ordinance: Creation of Utility Tax (p.65)
- f) AB23-46 Motion: Lease Agreement: VB BTS II, LLC. (Cell Tower) (p.68)
- g) AB23-47 Motion: Accept Grant for Comprehensive Plan Updates (p.101)

13. DISCUSSION ITEMS:

- a) Fee Schedule (p.115)

14. FUTURE AGENDAS:

- a) Tentative agenda for the meeting of April 18th, 2023 (p.134)
- b) Tentative agenda for the meeting of May 2nd, 2023 (p.136)

15. ADJOURNMENT: Mayor Jim Ribail





CARNATION CITY COUNCIL AGENDA

Regular Meeting Minutes 03.21.23

Mayor Jim Ribail, Deputy Mayor Tim Harris, Ryan Burrell, Dustin Green, Adair Hawkins

1. **CALL TO ORDER:** Mayor Jim Ribail
At: 6:00 P.M.
2. **PLEDGE OF ALLEGIANCE:** Mayor Jim Ribail
3. **ROLL CALL:** City Clerk Lora Wilmes
Present: Councilmember Hawkins, Councilmember Green, Mayor Ribail,
Deputy Mayor Harris, Councilmember Burrell
4. **APPROVAL OF AGENDA:** Mayor and Council

MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER GREEN TO APPROVE THE AGENDA.

MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER HAWKINS TO ADD AN EXECUTIVE SESSION PURSUANT TO CODE RCW 42.30.110(1)(i) TO DISCUSS PENDING LITIGATION WITH LEGAL COUNSEL AFTER PRESENTATIONS. MOTION PASSED (5-0).

MOTION TO APPROVE THE AGENDA PASSED (5-0).

5. **EXECUTIVE SESSION:** NONE
Executive Session added via motion during the approval of the agenda.
Session took place after Presentations.
6. **CONSENT AGENDA:**
 - a) Approval of Minutes for the following date(s):
 - i. Special Session: March 7th, 2023
 - ii. Regular Session: March 7th, 2023
 - b) Approval of Claims in the following amount(s):
 - i. Batch #1: \$211,068.21
 - ii. Batch #2: \$31,662.99

MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER HAWKINS TO APPROVE THE CONSENT AGENDA. MOTION PASSED (4-0).

7. COUNCIL REPORTS AND REQUESTS:

Councilmember Burrell:

- Appreciates grading done at Nick Loutsis Park
- Attended his first Chamber of Commerce Meeting
 - Next Chamber meeting will be April 10th at Misty Valley Farms
 - First “Kid’s Night Out” at Ignite Dance, will occur every other Friday.
 - Pour House Pete’s Opening Delayed
 - Remlinger Farms will open an arcade in May/June
 - Chamber Easter Egg Hunt - April 1st
 - Canoe Journey - April
 - Carnation Block - June 17th
 - King Gizzard and the Lizard Wizard Concert - June 17th
 - Shout out for Arbor to make us a Tree City, Event to come at Tolt Macdonald Park

Councilmember Hawkins:

- Met with King County Emergency Management Director Brendan McCluskey. Discussed having better communication between agencies and being two-weeks ready in case emergency.
- Met with Ben Thompson and Ashlyn Farnworth of the Safety Committee to discuss National Night Out (First Tuesday in August)
- Councilmember Hawkins, Mayor, and City Manager attended Sno-Valley Mobility Coalition meeting.
 - There might be ad hoc money for studies, would come next biennial budget in 2024, not sure yet.
- Tolt Emergency Warning System update
- Had discussions with multiple parties about bus safety at the middle school.

Councilmember Green:

- Attended an SCA (Sound Cities Association) Public Issues Committee meeting on March 8th, switching to hybrid meeting model. Topics discussed include:
 - 2023 Legislative session
 - 5-year plan for homelessness
 - Public Transportation: post-covid statistics
- Attended All-member Chamber meeting. High priority on events, renewed focus on networking and professional development. His wife Debbie Green is the newly elected Chamber President.
- Attended a virtual town hall with Representative Mike Steele and Keith Goehner Topics discussed include:
 - Capital budget: proposals for housing changes at the House level.

- Representatives are aware of Snoqualmie Valley issues.

Deputy Mayor Harris:

- Attended the Chamber meeting, impressed with how actively engaged they are.
- Said the alleys look awesome, thanked the public works team.
- Spoke about Federal EPA PFAS testing, which will add cost requirements in regard to testing for chemicals in our environment - likely grants available.
 - In the forested area above Carnation and Duvall a solid portion of waste being applied as fertilizer
- Attended Snoqualmie Watershed WRIA 7 meeting.
- F&O committee met to work on a quarterly report, probably will present to Council the first meeting in April.
- Been in communications with King County Road: Tolt Hill Bridge has a shoulder closed. Harris inquired about safety, retaining walls washed out with starting to erode, Asked to meet on April 4th.
- Reached out to King County Councilmember Sarah Perry' office about McKinley Apartments up for sale. City Manager Cortez reached out to King County Housing Authority.

Mayor Ribail

- Attended the Sno- Valley Mobility Coalition with City Manager and Councilmember Hawkins, echoed Hawkins' frustrations.
- Met with Snoqualmie Mayor to discuss facility charges. City of Snoqualmie uses the same guidelines as Carnation is implementing.
- Met with Tribal members Jolene Williams and Suzanne Sailto.
 - Canoe Blessing will take place on the intersection of Myrtle and State Route 203, on April 1st at 9 A.M.
 - Canoe Journey will stop in Carnation.
- Attended Chamber meeting, happy with direction.
- Made a note that the alleys project is grading, not paving.
- Attended Watershed meeting. Discussed PFAS, road run-off, and how tire chemicals affect the coho salmon.
- On March 7th, the Sno-Valley Record published an article on the Farmer's Market, Public Information Officer provided a statement online to dispute pieces of the article.
 - The Farmer's Market did not have to vacate. Council talked about making it into a marquee event, making the commons free to occupy, and provided partial space in the shelter for storage.
- Councilman Harris mentions how Carnation's bioswales clean chemicals.

8. STAFF REPORTS:

- a) City Manager's Office - City Manager, Ana Cortez

City Manager introduced the staff reports portion, and structures the reports as follows: CED Principal Ender, City Clerk Wilmes, P.I.O. Farnworth, City Manager Cortez

- b) Community Economic Development Update – Community Economic Development Principal, Rhonda Ender
- Sno-falls Credit Union will have an ATM in Carnation Market
 - On July 22nd, there will be a free community document shredding event.
 - There will be a free recycling event at Tolt Congregational Church in June.
 - City Manager and Ender have a follow up meeting in with redevelopers.
 - Waiting to hear back from the Snoqualmie Tribe about Eighth Generation store.
 - Reached out to individual hospitality businesses to let them know about a Department of Commerce hospitality grant.
 - Fair amount of interest in the little yellow house next to Ignite Dance. A psychic boutique with other locations is interested.
 - Pour House Pete's will be opening in April.
 - Big Block Brewing is waiting on a front window.
 - A lot of activity for grants, thanked the Council for signing letters of support.
 - Happy to receive a contract from Department of Commerce for Comp plan updates (\$50,000 for first segment, \$50,000 for second segment)
 - Applied for three grants for the King County Parks Levy
 - Hopes to activate rivers edge park as an inclusive park,
 - Valley Memorial Park - covered pace, benches for dog park section, and a bike rack.
 - Asked for a feasibility study, regarding second access point to Tolt Macdonald, signage available in Spanish and braille, and a wellness walk.
 - Applying for an AARP ADU grant.
 - Working on another dept. of commerce grant for solar and battery storage
 - Working on a cooperative grant with the SnoValley Chamber.
 - Port of Seattle Tourism grant not awarded, No Valley cities received funding, and only one eastside city received funds.
 - Scorer was new to position, said we made it to the finals.
 - Low capacity for metric data
 - City Manager Cortez stresses the importance of funding impact, plans to attend a Public Port Meeting

- Ender and CED utility Manager Schell have conducted code enforcement, received positive feedback from neighbors.
- Will be attending the Washington Economic Development Association conference, focus on education and lobbying.
- Attending Monthly meetings with local Chamber presidents
- Appreciates Housing Action plan feedback, notes that adoption of the plan is not a legislative function.
- Planning and Parks Board retreat scheduled
- Thanked Jessica Merizan and Ron Lundeen for letters of support.
- Permanent bus stops and the installation of a shelter is planned
 - Metro and Snoqualmie Valley Transportation are collaborative.
- Planning Intern Nick DeHaven worked with the City of Carnation during his spring break to work on Comp Plan updates and permitting processes.
- Development Projects tab on website are updated on a weekly basis.
- Had a preconstruction meeting with Mainvue homes – the president enjoys working with the City.
- City Manager mentions Carnation Blast, a clean energy and fire safety initiative. Asking for \$782,000 for resources to install solar energy panels.
- Adair asks about converting City accounts to Sno Falls Credit Union

City Clerk Lora Wilmes:

- Attended Washington Municipal Clerks Association conference last week in Skamania, WA.
 - Association helps professionals to get certification to be a master/certified clerk, gives points for attending events/trainings
 - Will attend Professional development conference in June.
 - WCMA is a huge networking event – provides opportunities to connect with small cities like Carnation.
 - Thanked the City for allocating funds.

Public Information Officer Ashlyn Farnworth:

- Provided an update on sewer system education.
- City Manager's Office is asked for Council direction for City sponsors for the following events, in full, for the year 2023:
 - Chamber of Commerce Easter Egg Hunt
 - Carnation Block Party
 - Carnation Fourth of July
 - Chamber of Commerce Parade of Costumes
 - Chamber of Commerce Christmas in Carnation

- For 2024 events, everyone will apply to the Carnation Fund in the Fall of 2023 if they wish to receive City sponsorship.

City Manager Ana Cortez:

- Provided an update on Booster Pump Progress
 - Contract cost \$996,000.
 - Supposed to be done November 2022, delays due to supply issues.
 - Larry Brown facilitating the improvements.
 - Wanted to increase water pressure for homes, needed to increase the pressure for fire hydrants.
 - Bid came at \$840,000, Council discussion occurred to add components to the scope of work.
 - We have two engineers (like any other city – one for development, and one for public works)
 - Clerk Wilmes mentions the generator is scheduled to arrive and electrical parts are here. She estimates the City is 85 percent there.
 - Councilmember Burrell mentioned how the improvements will allow Staff to monitor water levels in real time.
- Provided update on the alleys project.
 - The westside of Carnation will be done at the end of the week, including Bagwell Street.
 - East side will be totally rebuilt by 2024.

9. 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 shall be limited to three minutes. Group comments shall be limited to five minutes.*

- Swen provided public comment in-person regarding campers in Carnation.
- Shirley provided public comment via Zoom regarding Agenda Bills about parking restrictions.
- Brian provided public comment via Zoom regarding Agenda Bills about parking restrictions.

10. PRESENTATIONS:

- a) Sno-Valley Health – Steve Wright, SVH Foundation Director
Sno-Valley Health representative Steve Wright spoke on how a levy lid lift would improve healthcare services in the Valley.

- b) Land Fill Findings – Emma Knight, Community Economic Development Intern
City Manager Ana Cortez presented Emma Knight’s research slides that provided a timeline and possible future uses of the Carnation Landfill.

Hawkins motions to have planning and Parks to look over the Landfill.

EXECUTIVE SESSION BEGAN AT 7:58 P.M. AND WAS SET TO ADJOURN AT 8:30 P.M.

PRESENT: MAYOR RIBAIL, DEPUTY MAYOR HARRIS, COUNCILMEMBER BURRELL, COUNCILMEMBER GREEN, COUNCILMEMBER HAWKINS

MAYOR RIBAIL EXTENDED EXECUTIVE SESSION TO 8:40 P.M.

REGULAR SESSION RESUMED AT 8:40 P.M.

11. AGENDA BILLS:

- a) AB23-37: Jail Services
MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED (5-0).

- b) AB23-38: Code Amendment - Parking Restrictions
MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL.

MOTION BY COUNCILMEMBER GREEN TO TABLE, NO SECOND. DEAD MOTION.

MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL TO AMEND AB23-38 BY REPLACING THE PROPOSED BILL WITH THE FOLLOWING LANGUAGE: A) IT IS UNLAWFUL FOR ANY PERSON TO STOP, PARK OR LEAVE STANDING ANY VEHICLE UPON ANY STREET FOR CONTINUOUS PERIOD IN EXCESS OF 24 HOURS IN THE CENTRAL BUSINESS DISTRICT, OR 72 HOURS IN ANY OTHER PART OF THE CITY, UNLESS OTHERWISE FURTHER RESTRICTED BY OTHER PROVISIONS OF THE CITY CODE IN WHICH CASE THE MORE RESTRICTIVE PROVISION SHALL APPLY. B) IT IS UNLAWFUL FOR ANY VEHICLE (WHICH THE EXCEPTION OF POLICE OR OTHER MUNICIPAL VEHICLES) THAT ARE PARKED, STOPPED, OR STANDING ON ANY STREET, ALLEY, OR PUBLIC RIGHT OF WAY TO REMAIN OCCUPIED BY ANY PERSON OR ANIMAL FOR MORE THAN ONE HOUR.

COUNCILMEMBERS HAWKINS, HARRIS, RIBAIL, AND BURRELL IN FAVOR. COUNCILMEMBER GREEN OPPOSED. MOTION AMENDED (4-1).

COUNCILMEMBERS HAWKINS, HARRIS, RIBAIL, AND BURRELL IN FAVOR. COUNCILMEMBER GREEN OPPOSED. MOTION PASSED (4-1)

- c) AB23-39: Code Amendment - Vehicles as Temporary Dwelling Units
MOTION BY COUNCILMEMBER GREEN SECOND BY DEPUTY MAYOR HARRIS. MOTION PASSED (5-0)
- d) AB23-40: Code Amendment - Service Disconnect for Condemned Building
MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER HAWKINS. MOTION PASSED (5-0).
- e) AB23-41: Ordinance for Annual to Biennial Budget
MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER GREEN. MOTION PASSED (5-0).

12. DISCUSSION ITEMS:

- a) SR 203 Round-About Funding Options
- b) Real Estate: Exception Request

MOTION BY COUCILMEMBER HAWKINS SECOND BY DEPUTY MAYOR HARRIS TO EXTEND THE REGULAR SESSION FOR 10 MINUTES. MOTION PASSED (5-0).

MOTION BY COUNCILMEMBER GREEN SECOND BY DEPUTY MAYOR HARRIS TO EXTEND REGULAR SESSION FOR 10 MINUTES. MOTION PASSED (5-0).

MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER GREEN TO EXTEND THE REGULAR SESSION FOR 5 MINUTES. MOTION PASSED (5-0).

13. FUTURE AGENDAS:

- a) Tentative agenda for the meeting of April 4th, 2023
- b) Tentative agenda for the meeting of April 18th, 2023

14. ADJOURNMENT: Mayor Jim Ribail

At: 9:55 P.M.

Approved at the regular meeting of the Carnation City Council on April 4th, 2023.

MAYOR JIM RIBAIL

CITY CLERK LORA WILMES



Todays Date: 3.20.23		Batch #1		F&O Date:		Council Date: 4.4.23	
PAID CLAIMS	INVOICE AMOUNT	Rhonda CR	LORA CR	BRANDON CR	NON INCOME	NUMBER	PROJECT NOTES
Northwest Administrators	\$18,981.60					AP-1	
Larry Brown Construction	\$150,814.26					AP-2	
Verizon- Paid by CC						AP-3	
PSE-Vac Station	\$3,620.51					AP-4	
PSE- Tolt Commons	\$10.21					AP-5	
PSE- Shop	\$193.44					AP-6	
PSE- Yellow Park	\$10.89					AP-7	
PSE- Generator	\$200.81					AP-8	
PSE- Entwistle Park	\$199.33					AP-9	
PSE- Clty Hall	\$767.05					AP-10	
PSE- Springs Well	\$249.02					AP-11	
PSE- Triangle Park	\$11.80					AP-12	
PAID CLAIMS TOTAL	\$175,058.92						
CLAIMANT	INVOICE AMOUNT	Rhonda CR	LORA CR	BRANDON CR	NON INCOME	NUMBER	PROJECT NOTES
AWC- Benefit Trust	\$17.85					1	
Northern Environmental	\$9,082.02					2	
Pacific Groundwater Group	\$602.50					3	
LDC- Housing Action Plan	\$2,600.00	\$2,600.00				4	
Springbrook- Permitting package	\$3,261.00					5	
HNTB	\$314.08					6	
Northern Environmental	\$11,299.37					7	
HNTB- Engineering Services	\$32,180.98	\$30,439.24				8	
AM Test	\$120.00					9	
ARC	\$31,320.08		\$31,320.08			10	
KC DOT- Signs	\$2,969.18					11	
Great American Financial Services- Property Tax						12	
Core & Main- Transmitter	\$5,797.33					13	
PumpTech	\$500.16					14	
Jose Vasquez- Cemetery Clean up	\$2,000.00					15	
CLAIMANT TOTAL	\$100,064.55	\$33,039.24	\$31,320.08	\$0.00			

GRAND TOTAL	\$275,123.47
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ANA CORTEZ

JIM RIBAIL

TIM HARRIS

APPROVED:	CHECKS ISSUED	COUNTIL MEETING
SPRINGBROOK	CHECKS MAILED	



PERIOD: FEBRUARY 20 – MARCH 5, 2023

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

Total Amount: \$21,584.63

Adjustments: NONE

Ashlyn Farnworth
Assistant to the City Manager

Ana Cortez
City Manager

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
001 - General Fund										
BURRELL, RYAN Code: A002 Tax Profile: 2 - WA/WA/WA	Regular	3.46	80.00	276.93	Federal W/H (M)	85.00		Direct Deposit Net Check	145.19	
	GROSS			276.93	Medicare	4.02		NET PAY	145.19	
					Social Security	17.17				
					WA EE 0803-00 Cities & Towns All O	23.94				
					Washington EE Medical Leave	0.49				
					Washington EE Family Leave	1.12				
CORTEZ, ANA W-TWO Code: A003 Tax Profile: 2 - WA/WA/WA	Regular	73.92	72.00	5,322.12	Federal W/H (M)	800.43	DRS EE Contribution	478.13	Direct Deposit Net Check	4,588.11
	Holiday	73.92	8.00	591.35	Medicare	85.74	DRS ER Contribution - Match	1,140.49	NET PAY	4,588.11
	1099 Pay			461.54	Social Security	366.64	ER Dental	56.63		
	GROSS			6,375.01	WA EE 0803-00 Cities & Towns All O	21.54	ER Life	2.50		
					Washington EE Medical Leave	10.54	ER Medical	698.95		
					Washington EE Family Leave	23.88	ER Vision	7.98		
							ER Dental DP	1.02		
							ER Medical DP	8.31		
							ER Vision DP	0.46		
DEHAVEN, NICK Code: A00M 1099 Employee	Regular	30.00	14.13	423.90				Direct Deposit Net Check	423.90	
	GROSS			423.90				NET PAY	423.90	
ENDER, RHONDA Code: A00J Tax Profile: 2 - WA/WA/WA	Regular	45.67	72.00	3,288.46	Federal W/H (H)	317.35	DRS EE Contribution	232.38	Direct Deposit Net Check	2,803.35
	Holiday	45.67	8.00	365.39	Medicare	52.98	DRS ER Contribution - Match	379.64	NET PAY	2,803.35
	GROSS			3,653.85	Social Security	226.53	ER Dental	56.63		
					Washington EE Medical Leave	6.51	ER Life	2.50		
					Washington EE Family Leave	14.75	ER Medical	698.95		
							ER Vision	7.98		
							ER Dental DP	1.02		
							ER Medical DP	8.31		
							ER Vision DP	0.46		
FARNWORTH, ASHLYN Code: A004 Tax Profile: 1 - WA/WA/WA	Regular	30.77	72.00	2,215.39	Federal W/H (H)	289.56	DRS EE Contribution	123.08	Direct Deposit Net Check	1,824.71
	Holiday	30.77	8.00	246.15	Medicare	35.70	DRS ER Contribution - Match	255.75	NET PAY	1,824.71
	GROSS			2,461.54	Social Security	152.62	ER Dental	56.63		
					WA EE 0803-00 Cities & Towns All O	21.54	ER Life	2.50		
					Washington EE Medical Leave	4.39	ER Medical	698.95		
					Washington EE Family Leave	9.94	ER Vision	7.98		
							ER Dental DP	1.02		
						ER Medical DP	8.31			
						ER Vision DP	0.46			

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>
GARCIA JIMENEZ, BIBI Code: A00K Tax Profile: 2 - WA/WA/WA	Regular	25.00	39.47	986.75	Medicare	14.31	Direct Deposit Net Check	893.71
	GROSS			986.75	Social Security	61.18		NET PAY
					WA EE 0803-00 Cities & Towns All O	11.81		
					Washington EE Medical Leave	1.76		
					Washington EE Family Leave	3.98		
GREEN, DUSTIN Code: A005 Tax Profile: 2 - WA/WA/WA	Regular	3.46	80.00	276.92	Medicare	4.02	Direct Deposit Net Check	230.18
	GROSS			276.92	Social Security	17.17		NET PAY
					WA EE 0803-00 Cities & Towns All O	23.94		
					Washington EE Medical Leave	0.49		
					Washington EE Family Leave	1.12		
HARRIS, TIM Code: A006 Tax Profile: 2 - WA/WA/WA	Regular	4.04	80.00	323.07	Federal W/H (M)	250.00	Direct Deposit Net Check	22.54
	GROSS			323.07	Medicare	4.68		NET PAY
					Social Security	20.03		
					WA EE 0803-00 Cities & Towns All O	23.94		
					Washington EE Medical Leave	0.58		
					Washington EE Family Leave	1.30		
HAWKINS, ADAIR Code: A007 Tax Profile: 2 - WA/WA/WA	Regular	3.46	80.00	276.93	Medicare	4.02	Direct Deposit Net Check	230.19
	GROSS			276.93	Social Security	17.17		NET PAY
					WA EE 0803-00 Cities & Towns All O	23.94		
					Washington EE Medical Leave	0.49		
					Washington EE Family Leave	1.12		
MULLHOLLAND, HEATHER Code: A00G 1099 Employee	Regular	35.00	37.09	1,298.15			Direct Deposit Net Check	1,298.15
	GROSS			1,298.15				NET PAY
RAO, SIDD Code: A00A Tax Profile: 2 - WA/WA/WA	Regular	20.00	21.44	428.80	Federal W/H (H)	22.69	Direct Deposit Net Check	364.41
	GROSS			428.80	Medicare	6.21		NET PAY
					Social Security	26.59		
					WA EE 0803-00 Cities & Towns All O	6.41		
					Washington EE Medical Leave	0.76		
					Washington EE Family Leave	1.73		

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
					Leave					
RIBAIL, JIM Code: A00B Tax Profile: 2 - WA/WA/WA	Regular GROSS	4.62	80.00	369.24 369.24	Federal W/H (H) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	16.73 5.35 22.89 23.94 0.66 1.49	Direct Deposit Net Check NET PAY	298.18 298.18		
SCHELL, BRANDON Code: A00H Tax Profile: 2 - TX/WA/WA	Regular Holiday GROSS	55.29 55.29	72.00 8.00	3,980.76 442.31 4,423.07	Federal W/H (M) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	352.24 64.14 274.23 21.54 7.88 17.86	DRS EE Contribution DRS ER Contribution - Match ER Dental ER Life ER Medical ER Vision ER Dental DP ER Medical DP ER Vision DP	281.31 459.56 56.63 2.50 698.95 7.98 1.02 8.31 0.46	Direct Deposit Net Check NET PAY	3,403.87 3,403.87
TIPTON, MIKE Code: A00F Tax Profile: 2 - WA/WA/WA	Regular Holiday GROSS	42.76 42.76	72.00 8.00	3,078.83 342.09 3,420.92	Federal W/H (M) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	514.63 49.60 212.10 21.54 6.10 13.81	DRS EE Contribution DRS ER Contribution - Match ER Dental ER Life ER Medical ER Vision ER Dental DP ER Medical DP ER Vision DP	217.57 355.43 56.63 2.50 698.95 7.98 1.02 8.31 0.46	Direct Deposit Net Check NET PAY	2,385.57 2,385.57
WILMES, LORA Code: A00D Tax Profile: 2 - WA/WA/WA	Regular Holiday GROSS	43.27 43.27	72.00 8.00	3,115.39 346.15 3,461.54	Federal W/H (M) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	309.38 50.20 214.62 21.54 6.17 13.98	DRS EE Contribution DRS ER Contribution - Match ER Dental ER Life ER Medical ER Vision ER Dental DP ER Medical DP ER Vision DP	173.08 359.65 56.63 2.50 698.95 7.98 1.02 8.31 0.46	Direct Deposit Net Check NET PAY	2,672.57 2,672.57
Subtotals for Dept: 001	Regular Holiday 1099 Pay GROSS	944.13 48.00	25,661.64 2,333.44	25,661.64 461.54 28,456.62	Federal W/H Medicare Social Security WA EE 0803-00 Cities	2,958.01 380.97 1,628.94 245.62	DRS EE Contribution DRS ER Contribution - Match ER Dental	1,505.55 2,950.52 339.78	15 DD Vouchers NET PAY	21,584.63 21,584.63

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
					& Towns All O	ER Dental DP	6.12			
					Washington EE	ER Life	15.00			
					Medical Leave	ER Medical	4,193.70			
					Washington EE Family	ER Medical DP	49.86			
					Leave	ER Vision	47.88			
						ER Vision DP	2.76			
Total Company										
Company Totals	Regular	944.13		25,661.64	Federal W/H	2,958.01	DRS EE Contribution	1,505.55	15 DD Vouchers	21,584.63
	Holiday	48.00		2,333.44	Medicare	380.97	DRS ER Contribution -	2,950.52	NET PAY	21,584.63
	1099 Pay			461.54	Social Security	1,628.94	Match			
	GROSS	992.13		28,456.62	WA EE 0803-00 Cities	245.62	ER Dental	339.78		
					& Towns All O		ER Dental DP	6.12		
					Washington EE	46.82	ER Life	15.00		
					Medical Leave		ER Medical	4,193.70		
					Washington EE Family	106.08	ER Medical DP	49.86		
					Leave		ER Vision	47.88		
							ER Vision DP	2.76		
									Total Net Pay	<u>21,584.63</u>





PERIOD: MARCH 6 – MARCH 19, 2023

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

Total Amount: \$31,955.02

Adjustments: NONE

Ashlyn Farnworth
Assistant to the City Manager

Ana Cortez
City Manager

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
001 - General Fund										
BURRELL, RYAN Code: A002 Tax Profile: 2 - WA/WA/WA	Regular	3.46	80.00	276.93	Federal W/H (M)	85.00		Direct Deposit Net Check	145.19	
	GROSS			276.93	Medicare	4.02		NET PAY	145.19	
					Social Security	17.17				
					WA EE 0803-00 Cities & Towns All O	23.94				
					Washington EE Medical Leave	0.49				
					Washington EE Family Leave	1.12				
CORTEZ, ANA Code: A003 Tax Profile: 2 - WA/WA/WA	Regular	75.77	80.00	6,061.30	Federal W/H (M)	1,444.10	DRS EE Contribution	715.35	Direct Deposit Net Check	6,607.43
	1099 Pay			461.54	Medicare	131.61	DRS ER Contribution - Match	1,706.35	NET PAY	6,607.43
	Retroactive Pay			3,015.16	Social Security	562.74	ER Dental	56.63		
	GROSS			9,538.00	WA EE 0803-00 Cities & Towns All O	23.94	ER Life	2.50		
					Washington EE Medical Leave	16.18	ER Medical	698.95		
					Washington EE Family Leave	36.65	ER Vision	7.98		
							ER Dental DP	1.02		
							ER Medical DP	8.31		
							ER Vision DP	0.46		
DEHAVEN, NICK Code: A00M 1099 Employee	Regular	30.00	42.98	1,289.40				Direct Deposit Net Check	1,289.40	
	GROSS			1,289.40				NET PAY	1,289.40	
ENDER, RHONDA Code: A00J Tax Profile: 2 - WA/WA/WA	Regular	45.67	80.00	3,653.85	Federal W/H (H)	317.35	DRS EE Contribution	232.38	Direct Deposit Net Check	2,803.34
	GROSS			3,653.85	Medicare	52.98	DRS ER Contribution - Match	379.64	NET PAY	2,803.34
					Social Security	226.54	ER Dental	56.63		
					Washington EE Medical Leave	6.51	ER Life	2.50		
					Washington EE Family Leave	14.75	ER Medical	698.95		
							ER Vision	7.98		
							ER Dental DP	1.02		
							ER Medical DP	8.31		
							ER Vision DP	0.46		
FARNWORTH, ASHLYN Code: A004 Tax Profile: 1 - WA/WA/WA	Regular	30.77	80.00	2,461.54	Federal W/H (H)	289.56	DRS EE Contribution	123.08	Direct Deposit Net Check	1,822.32
	GROSS			2,461.54	Medicare	35.69	DRS ER Contribution - Match	255.75	NET PAY	1,822.32
					Social Security	152.62	ER Dental	56.63		
					WA EE 0803-00 Cities & Towns All O	23.94	ER Life	2.50		
					Washington EE Medical Leave	4.39	ER Medical	698.95		
					Washington EE Family Leave	9.94	ER Vision	7.98		
							ER Dental DP	1.02		
							ER Medical DP	8.31		
							ER Vision DP	0.46		

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>
GARCIA JIMENEZ, BIBI Code: A00K Tax Profile: 2 - WA/WA/WA	Regular	25.00	45.66	1,141.50	Medicare	16.55	Direct Deposit Net Check NET PAY	1,033.88 1,033.88
	GROSS			1,141.50	Social Security	70.77		
					WA EE 0803-00 Cities & Towns All O	13.66		
					Washington EE Medical Leave	2.03		
					Washington EE Family Leave	4.61		
GREEN, DUSTIN Code: A005 Tax Profile: 2 - WA/WA/WA	Regular	3.46	80.00	276.91	Medicare	4.01	Direct Deposit Net Check NET PAY	230.18 230.18
	GROSS			276.91	Social Security	17.17		
					WA EE 0803-00 Cities & Towns All O	23.94		
					Washington EE Medical Leave	0.49		
					Washington EE Family Leave	1.12		
HANSON LAN, JONNIE Code: A00N Tax Profile: 1 - WA/WA/WA	Regular	38.46	160.00	6,153.84	Federal W/H (M)	943.12	Direct Deposit Net Check Direct Dep. Distribution 1 NET PAY	4,504.13 200.00 4,704.13
	GROSS			6,153.84	Medicare	89.23		
					Social Security	381.54		
					Washington EE Medical Leave	10.97		
					Washington EE Family Leave	24.85		
HARRIS, TIM Code: A006 Tax Profile: 2 - WA/WA/WA	Regular	4.04	80.00	323.08	Federal W/H (M)	250.00	Direct Deposit Net Check NET PAY	22.54 22.54
	GROSS			323.08	Medicare	4.69		
					Social Security	20.03		
					WA EE 0803-00 Cities & Towns All O	23.94		
					Washington EE Medical Leave	0.58		
					Washington EE Family Leave	1.30		
HAWKINS, ADAIR Code: A007 Tax Profile: 2 - WA/WA/WA	Regular	3.46	80.00	276.93	Medicare	4.02	Direct Deposit Net Check NET PAY	230.19 230.19
	GROSS			276.93	Social Security	17.17		
					WA EE 0803-00 Cities & Towns All O	23.94		
					Washington EE Medical Leave	0.49		
					Washington EE Family Leave	1.12		
INSINGER, ERIK Code: A000 Tax Profile: 1 - WA/WA/WA	Regular	38.01	80.00	3,041.19	Federal W/H (M)	220.17	Direct Deposit Net Check NET PAY	2,570.67 2,570.67
	GROSS			3,041.19	Medicare	44.10		
					Social Security	188.55		
					Washington EE	5.42		

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>
					Medical Leave Washington EE Family Leave 12.28			
MULLHOLLAND, HEATHER Code: A00G 1099 Employee	Regular GROSS	35.00	31.84	1,114.40 1,114.40			Direct Deposit Net Check NET PAY	1,114.40 1,114.40
RAO, SIDD Code: A00A Tax Profile: 2 - WA/WA/WA	Regular GROSS	20.00	38.05	761.00 761.00	Federal W/H (H) 58.63 Medicare 11.04 Social Security 47.18 WA EE 0803-00 Cities & Towns All O 11.38 Washington EE Medical Leave 1.36 Washington EE Family Leave 3.07		Direct Deposit Net Check NET PAY	628.34 628.34
RIBAIL, JIM Code: A00B Tax Profile: 2 - WA/WA/WA	Regular GROSS	4.62	80.00	369.24 369.24	Federal W/H (H) 16.73 Medicare 5.36 Social Security 22.89 WA EE 0803-00 Cities & Towns All O 23.94 Washington EE Medical Leave 0.66 Washington EE Family Leave 1.49		Direct Deposit Net Check NET PAY	298.17 298.17
SCHELL, BRANDON Code: A00H Tax Profile: 2 - TX/WA/WA	Regular GROSS	55.29	80.00	4,423.08 4,423.08	Federal W/H (M) 352.24 Medicare 64.13 Social Security 274.23 WA EE 0803-00 Cities & Towns All O 23.94 Washington EE Medical Leave 7.88 Washington EE Family Leave 17.86	DRS EE Contribution 281.31 DRS ER Contribution - Match 459.56 ER Dental 56.63 ER Life 2.50 ER Medical 698.95 ER Vision 7.98 ER Dental DP 1.02 ER Medical DP 8.31 ER Vision DP 0.46	Direct Deposit Net Check NET PAY	3,401.49 3,401.49
TIPTON, MIKE Code: A00F Tax Profile: 2 - WA/WA/WA	Regular GROSS	42.76	80.00	3,420.91 3,420.91	Federal W/H (M) 514.63 Medicare 49.60 Social Security 212.09 WA EE 0803-00 Cities & Towns All O 23.94 Washington EE Medical Leave 6.10 Washington EE Family Leave 13.81	DRS EE Contribution 217.57 DRS ER Contribution - Match 355.43 ER Dental 56.63 ER Life 2.50 ER Medical 698.95 ER Vision 7.98 ER Dental DP 1.02 ER Medical DP 8.31 ER Vision DP 0.46	Direct Deposit Net Check NET PAY	2,383.17 2,383.17

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
WILMES, LORA Code: A00D Tax Profile: 2 - WA/WA/WA	Regular	43.27	80.00	3,461.54	Federal W/H (M)	309.38	DRS EE Contribution	173.08	Direct Deposit Net Check	2,670.18
	GROSS			3,461.54	Medicare	50.19	DRS ER Contribution - Match	359.65	NET PAY	2,670.18
					Social Security	214.62	ER Dental	56.63		
					WA EE 0803-00 Cities & Towns All O	23.94	ER Life	2.50		
					Washington EE Medical Leave	6.17	ER Medical	698.95		
					Washington EE Family Leave	13.98	ER Vision	7.98		
							ER Dental DP	1.02		
							ER Medical DP	8.31		
							ER Vision DP	0.46		
Subtotals for Dept: 001	Regular	1,278.53		38,506.64	Federal W/H	4,800.91	DRS EE Contribution	1,742.77	17 DD Vouchers	31,755.02
	1099 Pay			461.54	Medicare	567.22	DRS ER Contribution - Match	3,516.38	1 DD Distributions	200.00
	Retroactive Pay			3,015.16	Social Security	2,425.31	ER Dental	339.78	NET PAY	31,955.02
	GROSS	1,278.53		41,983.34	WA EE 0803-00 Cities & Towns All O	264.44	ER Dental DP	6.12		
					Washington EE Medical Leave	69.72	ER Life	15.00		
					Washington EE Family Leave	157.95	ER Medical	4,193.70		
							ER Medical DP	49.86		
							ER Vision	47.88		
							ER Vision DP	2.76		
Total Company										
Company Totals	Regular	1,278.53		38,506.64	Federal W/H	4,800.91	DRS EE Contribution	1,742.77	17 DD Vouchers	31,755.02
	1099 Pay			461.54	Medicare	567.22	DRS ER Contribution - Match	3,516.38	1 DD Distributions	200.00
	Retroactive Pay			3,015.16	Social Security	2,425.31	ER Dental	339.78	NET PAY	31,955.02
	GROSS	1,278.53		41,983.34	WA EE 0803-00 Cities & Towns All O	264.44	ER Dental DP	6.12		
					Washington EE Medical Leave	69.72	ER Life	15.00		
					Washington EE Family Leave	157.95	ER Medical	4,193.70		
							ER Medical DP	49.86		
							ER Vision	47.88		
							ER Vision DP	2.76		
									Total Net Pay	<u>31,955.02</u>

SCHEFER PROPERTY FAQs



Why is the City selling this property?

The Schefer property represents one of the few remaining parcels of land in the City of Carnation that is zoned for commercial/industrial uses. In order to reduce the City's reliance on residential property taxes, the City Council made the determination that selling this parcel for the purpose of diversifying the City's tax base was critical to the future sustainability of the City.

What about all the commercial properties up and down Tolt Avenue?

The properties up and down Tolt Avenue are appropriate for retail establishments but will not support hospitality, commercial and/or industrial applications of any significant size. Over the last 4 years, there have been several inquiries to the City of Carnation from commercial establishments looking for large-footprint commercial property, and unfortunately, there have been no properties available to direct them to.

Why can't I find any MLS listing for this property?

Simply putting a piece of property up for sale to the highest bidder was not what the City Council intended for this property. The City Council determined that the most important consideration for this property was the purpose, and the recurring tax revenues that use would generate. To that end, the City Council opted to advertise the property's availability and request proposals from interested buyers to determine which project proposal(s) would best serve the goal of revenue diversification. While purchase price for the property is important, it is not the primary driver of this sale.

How did the City evaluate proposals that were submitted?

The City Council, in collaboration with an economic development consultant developed a scoring rubric that was used by a panel of experts to determine the best fit for Carnation.

Will the proceeds of this sale be used to fund the new City Hall?

No, the city has secured funding for the new EOC/Community Center. The proceeds of this sale are not required to build the new building.

Why isn't the City building its City Hall on this property?

The City Council evaluated this property as a potential location for the new EOC/Community Center, but determined the location failed to meet several of the program goals for the new building – including providing public restrooms for Tolt Commons and Hockert Park, providing community space adjacent to community non-profits.

How many proposals did the city receive?

The City received initial proposals from two organizations: Nelson Family Tree Farm, and the Remlinger Group. Nelson Tree Farm withdrew their proposal.

Is the City selling the property to the Remlinger Group?

The City is currently working with the Remlinger Group to finalize a proposal to bring forward for consideration. No agreement or contract to sell the property has been made yet, and any sale is subject to the approval of the City Council – who will evaluate the final proposal against the goals of the sale.

Got Questions?

Ashlyn Farnworth, Public Information Officer
(425) 786-4402

ashlynfarnworth@carnationwa.gov





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

TITLE: A MOTION authorizing the City Manager to execute loan with the Public Works Board for 1.6M to be used for the Brumbaugh water main project.	Agenda Bill No.:	AB23-13
	Type of Action:	MOTION
	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS: <ul style="list-style-type: none"> • 2023 Public Works Board Contract for 1.6M loan. • Debt Schedule • Contract 	Date Submitted:	04/04/23
	For Agenda of:	04/04/23
	Expenditure Required:	\$0
	Amount Budgeted:	\$0
	Appropriation Required:	N/A

SUMMARY STATEMENT AND DISCUSSION:

The Capital Improvement Projects Program included in the City of Carnation’s FY2023-FY2024 budget includes the Brumbaugh water main project. This project replaces 6” water mains with 8” mains at the following segments due to asbestos: NE 47th Street from Milwaukee Avenue to NE 50th Street; 326th Avenue NE from NE 47th to NE 50th Street; 327th Avenue NE from NE 47th to NE 50th Street; 328th Avenue NE from NE 47th to NE 50th Street.

The Public Works Board has granted a \$1.6M loan for this project with an interest rate of 1.39%, and an annual payment for 20 years is calculated at \$93,511. It is possible to lower the interest rate by early implementation of the project. The loan term is 20 years, and the first payment is due in 2028. The Board allows early repayment.

Debt Capacity.

- Carnation’s non-voted debt capacity is 1.5% or \$9,885,169.
- Carnation currently has non-voted debt of \$3,557,665 or 0.54%
- This leaves open capacity of 0.96% or \$6,327,504.
- The \$1,600,000 or 0.24% is within the open non-voted capacity and would leave \$4,727,504 in open non-voted capacity.

It is important to note that we will retire one PW Trust loan in 2023 and the loan from Department of Ecology in 2028. The DOE Loan has a payment of \$131,820.

RECOMMENDED ACTION:

I move to authorize the City Manager to execute loan with the Public Works Board for 1.6M for the Brumbaugh CIP. Furthermore, we direct the City Manager to adopt an aggressive timeline for the project to lower the interest rate for this loan.

LEGISLATIVE HISTORY:

AB23-13 was brought to Council on 02-21-23. A motion to table by Councilmember Harris and seconded by Councilmember Burrell until more information was brought to Council. City Manager did a presentation on 03-07-23.

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		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

CONTRACT FACE SHEET

Contract Number: PC23-96103-115

PUBLIC WORKS BOARD CONSTRUCTION LOAN CONTRACT

1. Contractor City of Carnation 4621 Tolt Avenue Carnation, WA 98014		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative N/A		4. Public Works Board Representative N/A	
5. Contract Amount \$1,623,000.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date June 1, 2043
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID #	11. SWV # SWV0019425	12. UBI #	13. DUNS #
14. Contract Purpose Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste facilities, including recycling facilities.			
The BOARD, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents that are incorporated by reference: Contract Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification.			
FOR THE CONTRACTOR		FOR PUBLIC WORKS BOARD	
_____ Signature		_____ Kathryn A. Gardow, Public Works Board Chair	
_____ Print Name		_____ Date	
_____ Title		APPROVED AS TO FORM ONLY	
_____ Date		_____ Date:	
		Dawn C. Cortez Assistant Attorney General	



DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Carnation
Loan Number: PC23-96103-115

PROJECT INFORMATION

Project Title: Carnation Water Line Replacement Projects
Project City: Carnation
Project State: **Washington**
Project Zip Code: 98014

LOAN INFORMATION

Loan Amount: **\$1,623,000.00**
Total Estimated Cost: **\$1,623,000.00**
Total Estimated Project Funding: **\$1,623,000.00**
Loan Forgiveness % (if applicable): %
Loan Term: **20**
Interest Rate: **1.39%**
Payment Month: June 1st
Loan Reimbursement Start Date: November 5, 2022
Time of Performance: 60 months from Execution Date of this Contract to Project Completion.

SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a revenue obligation of the CONTRACTOR payable solely from the net revenue of the **Domestic Water system**. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the CONTRACTOR the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

SCOPE OF WORK

Replacement of asbestos cement pipe with iron piping to eliminate the cement asbestos pipes from the City of Carnation water distribution system. The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents and construction. The project needs to meet all applicable Local, State, and/or Federal standards.



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CONTRACT TERMS AND CONDITIONS

PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

Part 1. SPECIAL TERMS AND CONDITIONS

1.1 Definitions

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

- A. "Contract" shall mean this Construction Loan Contract.
- B. "Contractor" shall mean the local government identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- C. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Loan Contract, displayed within the Contract in **THIS STYLE** for easier identification.

1.2 Authority

Acting under the authority of Chapter 43.155 RCW, the BOARD has awarded the Contractor a Public Works Board construction loan for an approved public works project.

1.3 Purpose

The BOARD and the Contractor have entered into this Contract to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the loan terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

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

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 5- year deferral for start-up systems

If the project financed by this Contract is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Contract execution date. The Contractor may provide a written request to the BOARD requesting a 5-year deferral for an eligible system. The BOARD may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 1.18 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit.

Costs incurred as part of the investment grade audit are eligible project costs.

1.9 Sub-Contractor Data Collection

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

1.10 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared **SCOPE OF WORK**.

Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **LOAN REIMBURSEMENT START DATE** shown in the Declarations are eligible for reimbursement under this Contract. Eligible costs will be paid according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with Public Works Board loans.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.11 Historical and Cultural Resources

Prior to commencing construction, Contractor shall complete the requirements of Governor's Executive Order 21-02, or, as an alternative to completion of Governor's Executive Order 21-02, Contractor shall complete Section 106 of the National Historic Preservation Act, as applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to indemnify, defend and hold harmless the BOARD and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02, coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed project funded by this Contract. Contractor agrees to avoid, minimize, or mitigate impacts to cultural resource as a continuing pre-requisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural resources are discovered during construction, the Contractor shall immediately stop work and notify the local historical preservation officer and the state's historic preservation officer at DAHP. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all sub-contracts for work or services related to the declared **SCOPE OF WORK**.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44.040 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and, WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the **SCOPE OF WORK**, the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.12 Performance Incentives

The Contractor shall complete the project no later than sixty (60) months after the date of Contract execution.

Should the Contractor submit the Certified Project Completion Report within forty-eight (48) months of the date of Contract execution, the Contractor may choose one of the two following incentives upon project completion:

- Option A: The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR;
- Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor submit the Certified Project Completion Report within thirty-six (36) months of the date of Contract execution, the Contractor may choose one of the following two incentives upon project completion:

- Option C: The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;
- Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Contract shall be modified to note the appropriate change and no further adjustment to the Contract for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

1.13 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Contract work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

1.14 Project Signs

If the Contractor displays, during the period covered by this Contract, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project.

1.15 Rate Loan Forgiveness and Term of Loan

The BOARD shall loan the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The amount of loan forgiveness (if applicable) shall be as stated on the attached Declarations Page, and identified therein as LOAN FORGIVENESS %. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

The loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

1.16 Recapture

The right of recapture under Section 2.31. Recapture shall exist for a period not to exceed six (6) years following Contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

1.17 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this Contract, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal; referencing the **SCOPE OF WORK** project activity performed, and any appropriate documentation such as bills, invoices, and receipts. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.11, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD not more often than monthly.

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

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

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the BOARD.

BOARD shall not release the final five (5) percent of the total grant amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

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

In no event shall the total Public Works loan exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs and local share. The final Public Works loan disbursement shall bring the total loan to the lesser of 100% of the eligible project costs or the total declared **LOAN AMOUNT**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received Public Works Board monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the Board by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.18 Repayment

Loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **CONTRACT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

In the event that the BOARD approves the Contractor's request for a deferral as outlined in Section 1.5, then the first loan repayment is due sixty (60) months after Contract execution. Interest accrues for the sixty (60) months after Contract execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.19 Reports

The Contractor shall furnish the BOARD with:

- A. Project Status Reports with each Invoice Voucher;
- B. Project Quarterly Reports (if no funds have been reimbursed in the quarter) and/or Quarterly Expenditures Report;
- C. Quarterly Projection Invoice Reports;
- D. Certified Project Completion Report at project completion (as described in Section 1.13);
- E. Pictures of various stages of the project, and
- F. Other reports as the BOARD may require.

1.20 Termination for Cause

If the Contractor fails to comply with the terms of this Contract, or fails to use the loan proceeds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Contract in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.40 Termination for Cause.

1.21 Termination for Convenience

The BOARD may terminate this Contract in the event that state funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Contract. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.41 Termination for Convenience.

1.22 Time of Performance

No later than sixty (60) months after the date of Contract execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Contract shall be for the entire term of the loan, regardless of actual project completion, unless terminated sooner as provided herein.

1.23 Contract Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Contract will be suspended effective July 1. The Contractor shall immediately suspend work under this Contract and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

THE BOARD shall notify the Contractor immediately upon lifting of the Contract suspension.

1.24 Special Conditions

If SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Contract.

1.25 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified therein as LOAN SECURITY.



Part 2. GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

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

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- D. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 Allowable Costs

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

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

2.4 AMENDMENTS

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

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This contract shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

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

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

2.09 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the Board that is designated as "confidential" by the Board;
2. All material produced by the Contractor that is designated as "confidential" by the Board; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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

C. Unauthorized Use or Disclosure. The Contractor shall notify the Board within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.11 CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.12 CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the BOARD may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the BOARD that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the PUBLIC WORKS BOARD including but not limited to formulating or drafting the legislation, participating in loan procurement planning and execution, awarding loans, and monitoring loans, during the 24 month period preceding the start date of this Loan. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by BOARD that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Loan.

In the event this contract is terminated as provided above, BOARD shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of BOARD provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which BOARD makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

2.13 COPYRIGHT PROVISIONS

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

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

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

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

2.14 DISALLOWED COSTS

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

2.15 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17 GOVERNING LAW AND VENUE

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

2.18 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, BOARD, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom. The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.19 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.20 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.21 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

2.22 LICENSING, ACCREDITATION AND REGISTRATION

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

2.23 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.24 Local Public Transportation Coordination

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.25 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.26 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the BOARD, if the BOARD or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.27 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.28 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board’s review upon request.

2.29 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.30 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Board's name is mentioned, or language used from which the connection with the state of Washington’s or the Board's name may reasonably be inferred or implied, without the prior written consent of the Board.

2.31 RECAPTURE

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

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

2.32 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

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

2.33 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.34 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.35 SAVINGS

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

2.36 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

2.37 SUBCONTRACTING

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

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the Board if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal

conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor's duties.

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

2.38 SURVIVAL

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

2.39 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.40 TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

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

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

2.41 TERMINATION FOR CONVENIENCE

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

2.42 TERMINATION PROCEDURES

Upon termination of this contract, BOARD, in addition to any other rights provided in this contract.

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

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

- A.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

- C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.43 TREATMENT OF ASSETS

Title to all property furnished by BOARD shall remain in BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

2.44 WAIVER

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

ATTACHMENT I: ATTORNEY'S CERTIFICATION

PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

City of Carnation
PC23-96103-115

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the **City of Carnation** (the Contractor); and

I have also examined any and all documents and records which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the state of Washington, empowered to receive and expend federal, state and local funds, to contract with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Contractor is empowered to accept the Public Works Board financial assistance and to provide for repayment of the loan as set forth in the Contract.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Contract.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

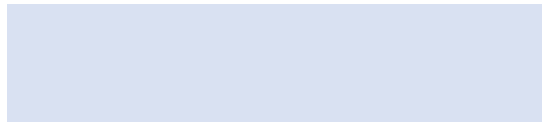
Signature of Attorney

Date

Name

**City of Carnation
Debt Service Payments
Fiscal Year 2023 and 2024**

Issue Date	Par Amount	Number of Years of Debt Service	Description	Final Maturity	Balance as of 2022	Annual Principal and Interest Payment
8/1/2005	\$ 900,000.00	12.5 years	Water and Sewer Bonds 2005	10/1/2025	0	
11/17/2020	\$ 2,100,000.00	15 years	Limited Tax General Obligations Bond 2000	12/1/2035	\$ 1,855,000.00	\$ 164,502.00
10/6/2021	\$ 2,100,000.00	12 years	Limited Tax General Obligations Bond 2001	12/1/2036	\$ 2,100,000.00	\$ 178,600.00
3/16/2011	431,190.00	20 Years	Spring Source Transmission Main Replacement and Storage Improvement	12/31/2036	\$ 158,859.00	\$ 24,283.00
10/17/2007	\$ 4,374,700.00	30 Years	Public Works Trust Fund Loans	12/31/2035	\$ 3,398,796.00	\$ 503,263.00
12/31/2013	\$ 2,200,000.00	40 years	2013 USDA Water Bonds	12/31/2055	\$ 2,089,000.00	\$ 104,197.00



Notes
Defeasance - 2007 State of Washington PW Trust Fund Loan (See below)
Tolt Avenue Downtown Restoration Project
Construction of the new City Hall
Water Main Improvement
Refunding of Bonds, Improvements to Public Utility Systems
Water System Improvements

**City of Carnation
Debt Service Payments
Fiscal Year 2023 and 2024**

Issue Date	Par Amount	End Date	Description	Balance as of 2022	Annual Principal and Interest Payment	Notes
2020	\$ 2,100,000	2035	Limited Tax General Obligations Bond 2000	\$ 1,855,000.00	\$ 164,502.00	TOLT AVE
2021	\$ 2,100,000	2036	Limited Tax General Obligations Bond 2001	\$ 2,100,000.00	\$ 33,600.00	EOC
2013	\$ 2,330,000	2053	2013 USDA Water Bonds	\$ 2,049,672.00	\$ 104,197.00	WATER
2008	\$ 5,141,000	2028	DEP OF ECOLOGY	\$ 1,450,025.72	\$ 292,959.00	SEWER
2009	\$ 473,926	2029	PWTF	\$ 175,439.22	\$ 27,067.76	WATER
2005	\$ 4,155,965	2030	PWTF	\$ 1,224,910.00	\$ 159,238.41	SEWER
TOTAL				\$ 8,855,046.94	\$ 781,564.17	

		IN BUDGET
LTGO	2035	\$ 161,000.00
LTGO	2036	\$ 53,735.00
SEWER	2030	\$ 53,861.00
SEWER	2028	\$ 295,959.00
WATER	2053	\$ 104,198.00
WATER	2029	\$ 25,898.00
IN BUDGET		\$ 694,651.00
DEBT SERVICE IN 2023		\$ 781,564.17
DELTA		\$ 86,913.17



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A MOTION to amend the City’s Contract with Recology to include wildlife resistant cart option for residents.	Agenda Bill No.:	AB23-42
	Type of Action:	Motion
	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS: <ul style="list-style-type: none"> • Attachment A: Contract Amendment • Attachment B: Rates 	Date Submitted:	04/04/23
	For Agenda of:	04/04/23
	Expenditure Required:	0
	Amount Budgeted:	N/A
	Appropriation Required:	N/A
	SUMMARY STATEMENT AND DISCUSSION: Recology will offer optional 35-, 64- and 96-gallon wildlife resistant Garbage, Recycling and Yard Debris Carts for Single Family Residential, Multi-Family and Commercial customers. Residents who opt into wildlife resistant carts will have an additional fee of \$3.52 a month (please see Attachment B). Wildlife resistant containers are designed specifically to prevent access by bears and other wildlife. Recology will be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, distributing, and maintaining Wildlife Resistant Containers.	
RECOMMENDED ACTION: I move to amend the Comprehensive Garbage, Recyclables, and Yard Debris Collection contract between the City of Carnation and Recology to include a wildlife resistant cart option for residents.		
LEGISLATIVE HISTORY:		
ACTION TAKEN		
MOTION AS PROPOSED		
MOTION AS AMENDED		
Motion made by:		
Motion made by:		
Second by:		
Second by:		
	YES Vote	NO Vote
Hawkins		
Ribail		
Harris		
Burrell		
Green		
Passed/Failed		
Passed/Failed		
Ordinance/Resolution No.:		
Ordinance/Resolution No.:		

**AMENDMENT #2
TO COMPREHENSIVE GARBAGE, RECYCLABLES AND YARD
DEBRIS COLLECTION CONTRACT
BETWEEN THE CITY OF
CARNATION AND
RECOLOGY KING COUNTY, INC.**

This Amendment #2 to Comprehensive Garbage, Recyclables and Yard Debris Collection Agreement (the "Amendment") is entered into as of _____, 2023 by and between the City of Carnation, a Washington municipal corporation ("City"), and Recology King County, Inc., a Washington corporation ("Contractor").

WHEREAS, City and Contractor are parties to a Comprehensive Garbage, Recyclables and Yard Debris Collection Contract dated October 24, 2012 (the "Contract"); and

WHEREAS, City and Contractor desire to expand the services provided by Contractor by offering wildlife proof Containers to upon Customer request.

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

1. Effective Date. This Amendment shall take effect upon execution of both parties.
2. Amendment of Main Contract. A new Section 2.2.15 (Wildlife Containers and Collection Alternative) is added to the Contract directly after Section 2.2.14 (Other Solid Waste Collection Services).

“2.2.15 Wildlife Containers and Collection Alternative

The Contractor shall offer optional 35, 64 and 96 gallon wildlife resistant Garbage, Recycling and Yard Debris Carts for Single Family Residential, Multi-Family and Commercial customers at the surcharges listed on Attachment B. Wildlife resistant containers shall be designed specifically to prevent access by bears and other wildlife and shall be subject to prior approval by the City. The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, distributing and maintaining Wildlife Resistant Containers. Cartlabels indicating the wildlife resistant design and procedures for use shall be included on all Carts. Carts shall be hot stamped with Contractor's name and Contractor shall not be required to include the name of City on the Cart.

Contractor shall deliver appropriately sized containers to customers requesting Wildlife Resistant Containers and provide collection consistent with the specific collection requirements for Single Family Residential, Multifamily and Commercial Garbage, Recycling and Yard Debris collection services. The rates provided in Attachment B shall include Container un-latching, as necessary, in order to provide for collection.

In addition, the Contractor shall offer steel lidded bear-proof Detachable Containers upon request. Bear proof Detachable Containers shall be exchanged at no additional charge.

Contractor shall promote solid waste related wildlife and bear safe best management practices and the availability of Wildlife Resistant Containers to residents at least once per year through a billing insert or direct mail. Information about Wildlife Resistant Containers and best management practices shall be included on all standard customer information materials, new customer information and on the Contractor's website."

3. Contractor Rates. Attachment B to the Contract is replaced with Attachment B attached hereto.
4. Except as expressly modified by this Amendment, all terms and conditions of the Contract shall remain unchanged and in full force and effect. Capitalized terms used but not defined herein shall have the meanings given to them in the Contract. All references in this Amendment to Articles, Sections and Exhibits refer to articles, sections and exhibits of the Contract.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment as of the date first written above.

CITY OF CARNATION

RECOLOGY KING COUNTY, INC.

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

CITY OF CARNATION

2023 RATES

K.C. Disposal at \$168.68 per ton
Solid Waste and Recycling Collection

SERVICE CLASS	Recology Proposed Rates		
	Service	Disposal	Total Fee
<u>Residential Garbage and Curbside Recycling Services</u>			<u>PER PICKUP</u> <u>PER MONTH</u>
A. Residential Single Family - Monthly Collection			
1 - 35 gal Cart	\$ 12.17	\$ 2.70	\$ 14.87
B. Residential Single Family - Weekly Collection			
1 - 20 gal Cart	\$ 16.68	\$ 6.62	\$ 23.30
1 - 35 gal Cart	\$ 22.74	\$ 8.35	\$ 31.09
1 - 64 gal Cart	\$ 46.97	\$ 15.28	\$ 62.25
1 - 96 gal Cart	\$ 77.25	\$ 22.92	\$ 100.17
Extra(s) (32 Gallons)	\$ 4.65	\$ 1.92	\$ 6.57
C. Roll Out Charges			
Distance (5-25 feet)	\$ 2.00		\$ 2.00
Additional 25 Ft Increments	\$ 3.32		\$ 3.32
D. Miscellaneous Service Fees			
Drive-in	\$ 6.64		\$ 6.64
Return Trip or Special Pick-up	\$ 19.92		\$ 19.92
Redelivery Charge	\$ 19.92		\$ 19.92
Wildlife Resistent Cart			\$ 3.52
<u>Residential Yard Waste Services</u>			
A. Residential Curbside Yard Waste (weekly collection)			
1 - 64 gal Cart	\$ 10.95		\$ 10.95
1 - 96 gal Cart	\$ 11.95		\$ 11.95
Cost per extra 64 gallon cart	\$ 10.95		\$ 10.95
Cost per extra 96 gallon cart	\$ 11.95		\$ 11.95
Extra can (per pickup)	\$ 4.98		\$ 4.98
Redelivery Charge	\$ 19.92		\$ 19.92
<u>On-Call Bulky Waste Collection:</u>			
Appliances (non-refrigerant)	\$ 59.76	\$ 9.86	\$ 69.62
Refrigerators/Freezers	\$ 92.96	\$ 16.90	\$ 109.86
Sofas	\$ 53.12	\$ 12.68	\$ 65.80
Chairs	\$ 59.76	\$ 5.64	\$ 65.40
Mattress or Box Springs	\$ 59.76	\$ 5.64	\$ 65.40
Tires: Auto/Light Truck	\$ 26.56	\$ 1.40	\$ 27.96
Bus/Heavy Truck	\$ 33.20	\$ 4.23	\$ 37.43
Add'l for Rims or Wheels	\$ 19.92		\$ 19.92
Miscellaneous, per cubic yard	\$ 53.12	\$ 7.04	\$ 60.16
<u>Temporary Container Service:</u>			
Temp. 2 Yard Container	\$ 73.04	\$ 20.36	\$ 93.40
Daily Rent	\$ 1.32		\$ 1.32
Delivery Fee	\$ 53.12		\$ 53.12
Temp. 4 Yard Container	\$ 112.88	\$ 40.70	\$ 153.58
Daily Rent	\$ 1.32		\$ 1.32
Delivery Fee	\$ 53.12		\$ 53.12
Temp. 6 Yard Container	\$ 132.80	\$ 61.05	\$ 193.85
Daily Rent	\$ 1.32		\$ 1.32

Delivery Fee	\$ 53.12		\$ 53.12	
SERVICE CLASS				
Commercial/Multi-Family Services				
A. Weekly Cart Service				
1 - 35 gal Cart	\$ 23.09	\$ 8.35		\$ 31.44
1 - 64 gal Cart	\$ 48.99	\$ 15.28		\$ 64.27
1 - 96 gal Cart	\$ 80.72	\$ 22.92		\$ 103.64
B. Container Service - Loose - per month				
1 Yard	\$ 117.82	\$ 44.07		\$ 161.89
1.5 Yard	\$ 169.76	\$ 66.10		\$ 235.86
2 Yard	\$ 217.08	\$ 88.11		\$ 305.19
3 Yard	\$ 311.70	\$ 132.18		\$ 443.88
4 Yard	\$ 397.05	\$ 176.23		\$ 573.28
6 Yard	\$ 567.74	\$ 264.34		\$ 832.08
8 Yard	\$ 719.87	\$ 352.46		\$ 1,072.33
Commercial/Multifamily Yard Debris				
1 96 Gallon Cart, weekly collection	\$ 11.95			\$ 11.95
1 2 cubic yard container, weekly	\$ 166.01			\$ 166.01
1 extra cubic yard	\$ 26.56		\$ 26.56	
Commercial Services (cont.)				
C. Miscellaneous Service Fees				
Special pickup or return trips	\$ 26.56		\$ 26.56	
Container rollouts (per 10 ft. increments)	\$ 3.98		\$ 3.98	
Unlocking lids	\$ 3.98		\$ 3.98	
Opening gates	\$ 3.98		\$ 3.98	
Extra Uncompacted Cubic Yard/Pickup	\$ 19.92	\$ 10.18	\$ 30.10	
Drop Box Collection Services				
A. Delivery Fees				
Initial Delivery and Setup	\$ 79.68		\$ 79.68	
Swap box delivery	\$ 79.68		\$ 79.68	
B. Hauling Fees				
20 yd container - Permanent	\$ 332.01		\$ 332.01	
30 yd container - Permanent	\$ 332.01		\$ 332.01	
40 yd container - Permanent	\$ 332.01		\$ 332.01	
20 yd container - Temporary	\$ 332.01		\$ 332.01	
30 yd container - Temporary	\$ 332.01		\$ 332.01	
40 yd container - Temporary	\$ 332.01		\$ 332.01	
C. Rental Fees				
20 yd container - Permanent	\$ 53.12		\$ 53.12	
30 yd container - Permanent	\$ 66.40		\$ 66.40	
40 yd container - Permanent	\$ 79.68		\$ 79.68	
20 yd container - Temporary (per day)	\$ 2.66		\$ 2.66	
30 yd container - Temporary (per day)	\$ 2.66		\$ 2.66	
40 yd container - Temporary (per day)	\$ 2.66		\$ 2.66	
City Special Drop-off Collection Events				
A. Truck and Driver/handler (per hour)	\$ 132.80		\$ 132.80	
B. Hauling Charges				
20 yd container - Temporary	\$ 332.01		\$ 332.01	

30 yd container - Temporary	\$	332.01		\$	332.01	
40 yd container - Temporary	\$	332.01		\$	332.01	
C. Rental Fees						
20 yd container - Temporary (per day)	\$	2.66		\$	2.66	
30 yd container - Temporary (per day)	\$	2.66		\$	2.66	
40 yd container - Temporary (per day)	\$	2.66		\$	2.66	



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A MOTION to amend Parking Code 10.12.030 and add Parking Code 10.12.031	Agenda Bill No.:	AB23-43	
	Type of Action:	MOTION	
	Origin: <i>(Council/Manager)</i>	City Manager	
	Agenda Bill Author:	City Manager	
EXHIBITS: <ul style="list-style-type: none"> • Code/Redline 	Date Submitted:	04/04/23	
	For Agenda of:	04/04/23	
	Expenditure Required:	\$0	
	Amount Budgeted:	N/A	
	Appropriation Required:	N/A	
SUMMARY STATEMENT AND DISCUSSION: <p>The City Manager asks the Council to authorize changes to CMC 10.12.030 in order to adopt more robust language restricting parking within the City. Current code is not effective for addressing illegal parking problems currently affecting the City. Furthermore, the City Manager asks the Council to authorize additional language, 10.12.031 to add more clarity to parking restrictions.</p>			
RECOMMENDED ACTION: I move to accept the proposed changes to CMC 10.12.030 and to adopt new language under CMC 10.12.031			
LEGISLATIVE HISTORY:			
ACTION TAKEN			
MOTION AS PROPOSED		MOTION AS AMENDED	
Motion made by:		Motion made by:	
Second by:		Second by:	
	YES Vote	NO Vote	
Hawkins			Hawkins
Ribail			Ribail
Harris			Harris
Burrell			Burrell
Green			Green
Passed/Failed			Passed/Failed
Ordinance/Resolution No.:		Ordinance/Resolution No.:	

- **10.12.030 - Parking over 24 hours prohibited in the Central Business District.**

In the Central Business District, No person shall park or stand any vehicle upon any street or public right-of-way for a period exceeding 24 hours, regardless of any other regulation then in effect. When any vehicle is parked or stands for a period exceeding 24 hours, the vehicle shall be deemed to constitute a hazard or obstruction to traffic or an abandoned vehicle and may be impounded.

(Ord. No. 942, § 2(Exh. B), 6-1-2021)

- **10.12.031 - Parking over 24 hours prohibited in City Streets.**

In City Streets outside the Central Business District, No person shall park or stand any vehicle upon any street or public right-of-way for a period exceeding 72 hours, regardless of any other regulation then in effect. When any vehicle is parked or stands for a period exceeding 72 hours, the vehicle shall be deemed to constitute a hazard or obstruction to traffic or an abandoned vehicle and may be impounded.



CARNATION CITY COUNCIL AGENDA BILL

<p>TITLE: An ORDINANCE amending Section One of Ordinance No. 947 and the adopted 2022 Budget adopted on December 7, 2021.</p>	Agenda Bill No.:	AB23-44			
	Type of Action:	ORDINANCE			
	Origin: <i>(Council/Manager)</i>	City Manager			
	Agenda Bill Author:	City Manager			
<p>EXHIBITS:</p> <ul style="list-style-type: none"> • Proposed Ordinance • Balances 	Date Submitted:	04/04/2023			
	For Agenda of:	04/04/2023			
	Expenditure Required:	\$0			
	Amount Budgeted:	N/A			
	Appropriation Required:	N/A			
<p>SUMMARY STATEMENT AND DISCUSSION:</p> <p>The 2022 Budget was adopted by Council on December 7, 2021. The adopted budget included estimated beginning fund balances for 2022 based on the end fund balance in 2021. Reconciliation of the 2021 and 2022 fiscal years has been completed and staff is recommending this budget amendment to Council to reflect actual 2021 ending fund balances and to make other budget adjustments in 2022. With the adoption of end fund balances for 2021, staff is able to amend the beginning fund balances for 2022.</p>					
<p>RECOMMENDED ACTION:</p> <p>I move to approve an ordinance amending the adopted 2022 Annual Budget.</p>					
<p>LEGISLATIVE HISTORY:</p>					
<p>ACTION TAKEN</p>					
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		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

CITY OF CARNATION

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF CARNATION, WASHINGTON, AMENDING SECTION ONE OF ORDINANCE NO. 947 AND THE AMENDED 2022 BUDGET OF THE CITY; AND PROVIDING FOR SUMMARY PUBLICATION.

WHEREAS, the City Council adopted the 2022 budget by ordinance number 947 on December 7th, 2021, to establish necessary and proper allowances for each classification, department and fund; and

WHEREAS, the budget adopted by ordinance number 947 included estimated 2022 beginning fund balances;

WHEREAS, due to unforeseen circumstances, a need has arisen to amend the 2022 budget of the City to reflect estimated actual revenues and expenditures which may vary from the total revenues estimated and appropriations allocated in the 2022 Budget for certain funds;

NOW, THEREFORE,

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

Section 1. Amendment of Ordinance No. 947 Section 1. The totals of estimated revenues and expenditures for each of the following separate funds for the fiscal year 2022 budget, including beginning fund balances and estimated ending fund balances, the aggregate totals for all such funds combined are hereby amended as follows:

Section 2. Transmittal to SAO and AWC. A copy of this ordinance as adopted shall be transmitted to the Division of Municipal Corporations in the Office of the State auditor, and to the Association of Washington Cities.

Section 3 Effective Date. This ordinance shall be in force and effect from and after its passage and five (5) days following its publication by summary or posting as provided by law.

APPROVED by the Carnation City Council this ___ day of April, 2023.

MAYOR, JIM RIBAIL

ATTEST/AUTHENTICATED:

CITY CLERK, LORA WILMES

FILED WITH THE CITY CLERK: _____

2022 NEW BEGINNING FUND BALANCE/ AMENDMENT #1 FY 2022

	FUND	ESTIMATED BEGINNING FUND BALANCE FY 2021	ACTUAL ENDING FUND BALANCE DEC 31 2021/ BEGINNING FB 2022	VARIANCE
1	General Fund	\$ 454,616.00	\$ 845,906.77	\$ 391,290.77
2	Revenue Stabilization	\$ 44,412.00	\$ -	\$ (44,412.00)
	ADP			\$ -
101	Street- OPS	\$ 45,837.00	\$ 143,966.00	\$ 98,129.00
103	ARRPA		\$ 318,985.56	\$ 318,985.56
105	Contingency	\$ 61,515.00	\$ -	\$ (61,515.00)
106	Cemetery- ops	\$ 16,572.00	\$ -	\$ (16,572.00)
107	Equipment Replacement- \$CIP	\$ 178,430.00	\$ -	\$ (178,430.00)
108	Park Development- CIP	\$ 51,340.00	\$ -	\$ (51,340.00)
109	Traffic Impact- CIP	\$ 256,061.00	\$ -	\$ (256,061.00)
201	LTGO Bond Red- DEBT	\$ 2.00	\$ 79,422.81	\$ 79,420.81
301	Street Capital Improv CIP	\$ 158,749.00	\$ 789,488.43	\$ 630,739.43
302	Capital Facilities- CIP	\$ 39,283.00	\$ 2,919,923.95	\$ 2,880,640.95
306	Cemetery- CIP	\$ 7,258.00	\$ -	\$ (7,258.00)
401	Water OPS	\$ 463,898.00	\$ 3,501,613.00	\$ 3,037,715.00
411	SEWER OPS			\$ -
402	Water Capital Replacement- CIP	\$ 1,437,459.00	\$ -	\$ (1,437,459.00)
404	Water Bond Redemption- DEBT	\$ 117,190.00	\$ -	\$ (117,190.00)
405	Water Bond Reserve- DEBT	\$ 105,681.00	\$ -	\$ (105,681.00)
406	Landfill Financial Assurance- OPS	\$ 225,631.00	\$ 298,009.69	\$ 72,378.69
407	Sewer Debt Service- DEBT	\$ 681,005.00	\$ -	\$ (681,005.00)
408	Sewer Capital Fund- CIP	\$ 341,936.00	\$ -	\$ (341,936.00)
409	Stormwater Operations- OPS		\$ 399.85	\$ 399.85
601	Cemetery- PERPETUAL	\$ 133,546.00	\$ -	\$ (133,546.00)
633	Trust Fund- KING COUNTY	\$ 3,046.00	\$ 63,039.08	\$ 59,993.08
		\$ 4,823,467.00	\$ 8,960,755.14	



CARNATION CITY COUNCIL AGENDA BILL

<p>TITLE: An ORDINANCE of the City of Carnation establishing a Utility Tax on water and sewer utility services, providing a sunset clause therefore, and adopting Chapter 3.30 of the Carnation Municipal Code.</p> <p>EXHIBITS:</p> <ul style="list-style-type: none"> • Ordinance 	Agenda Bill No.:	AB23-45	
	Type of Action:	ORDINANCE	
	Origin: <i>(Council/Manager)</i>	City Manager	
	Agenda Bill Author:	City Manager	
	Date Submitted:	04/04/23	
	For Agenda of:	04/04/23	
	Expenditure Required:	\$0	
	Amount Budgeted:	N/A	
	Appropriation Required:	N/A	
<p>SUMMARY STATEMENT AND DISCUSSION:</p> <p>The City of Carnation wishes to impose a 12% utility tax on water and sewer services (sales). This tax is proposed to sunset on December 31, 2026. The proposed tax does not impact ratepayers. The proposed tax does not increase City water and sewer rates. The proposed tax affects the City of Carnation as it will tax gross revenues from these two utilities. In other words, this tax is imposed by Carnation on Carnation. The rationale for this rate is to capture overhead costs associated with the delivery of these services. As the City Manager has been researching revenue options for small cities, she found this particular tax as a best practice to better document and justify transfer of funds from utilities to the General Fund.</p>			
<p>RECOMMENDED ACTION:</p> <p>I move to approve the Ordinance XXXX establishing a 12% utility tax on sewer and water that will sunset on December 31, 2026.</p>			
<p>LEGISLATIVE HISTORY:</p>			
ACTION TAKEN			
MOTION AS PROPOSED		MOTION AS AMENDED	
Motion made by:		Motion made by:	
Second by:		Second by:	
	YES Vote	NO Vote	
Hawkins			Hawkins
Ribail			Ribail
Harris			Harris
Burrell			Burrell
Green			Green
Passed/Failed		Passed/Failed	
Ordinance/Resolution No.:		Ordinance/Resolution No.:	

CITY OF CARNATION

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CARNATION ESTABLISHING A UTILITY TAX ON WATER AND SEWER UTILITY SERVICES, PROVIDING A SUNSET CLAUSE THEREFORE, AND ADOPTING CHAPTER 3.30 OF THE CARNATION MUNICIPAL CODE.

WHEREAS, the City Council has determined that it is in the public interest to adopt a utility tax on water and sewer utility services, provided that such tax is intended to be in effect initially for three years or less and will have a declining rate during the period it is in effect, as set forth below;

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

Section 1. Chapter 3.30 of the Carnation Municipal Code is hereby adopted to read as follows:

**Chapter 3.30
UTILITY TAX**

Sections:

3.30.010	Tax levied
3.30.020	Amount of tax
3.30.030	Sunset Clause

3.30.010 Tax levied.

The City hereby levies a tax on the gross revenues of water and sewer utility services in the City.

3.30.020 Amount of tax.

The amount of the utility tax on the gross revenues of water and sewer utility services shall be twelve (12%) for calendar year 2023, 2024, 2025 and 2026 unless the City Council determines that the utility tax should be repealed or amended at any time during said four year period.

3.30.030 Sunset clause.

The utility tax levied herein shall sunset at the end of calendar year 2026 to coincide with the FY25-26 Biennial, unless the City Council has already repealed the tax or unless the City Council adopts an ordinance extending the duration of the tax.

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

Section 3. Publication and Summary. This Ordinance or summary thereof consisting of the title shall be published in the official newspaper of the city.

Section 4. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication of the summary consisting of the title. The tax imposed shall be levied commencing May 1, 2023 on the sewer and water utilities of the City.

Said Ordinance was passed in open session by the City Council of the City of Carnation on the ____ day of _____, 2023, and signed in authentication of its passage this ____ day of _____, 2023.

Mayor

ATTEST:

_____, City Clerk

Approved as to form:

THOM H. GRAAFSTRA, City Attorney

DATE OF FIRST READING: _____
DATE OF SECOND READING: _____
DATE OF PUBLICATION: _____
EFFECTIVE DATE: _____



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A MOTION to enter into a lease between the City and VB BTS II, LLC.	Agenda Bill No.:	AB23-46			
	Type of Action:	MOTION			
	Origin: <i>(Council/Manager)</i>	City Manager			
	Agenda Bill Author:	City Manager			
EXHIBITS: <ul style="list-style-type: none"> • Lease 	Date Submitted:	04/04/23			
	For Agenda of:	04/04/23			
	Expenditure Required:	\$0			
	Amount Budgeted:	N/A			
	Appropriation Required:	N/A			
SUMMARY STATEMENT AND DISCUSSION: <p>The City Manager seeks authorization from Council to execute lease agreement between City VB BTS II, LLC (Lessee). The lease allows Lessee to first conduct a feasibility study of the site for the construction of a cell tower. The city will receive \$3,000 per year during the option period which may be up to two years. If the project is feasible the Lessee will pay \$2,000 per month plus a yearly escalator of 2% and Excise tax of 12.84% to the City. The term of the contract is 5 years with 9 additional terms of five years extension option. The lease includes an early termination clause. The site is located at the City of Carnation Public Works Yard; the parcel will be rezone as part of the Comp Plan update.</p>					
RECOMMENDED ACTION: I move to accept the Department of Commerce Grant in the amount of \$50,000 for FY 2023 for comprehensive plan updates.					
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		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:		Ordinance/Resolution No.:			

COMMUNICATION SITE LEASE

This THIS OPTION and COMMUNICATIONS SITE LEASE (“Lease”) is made and entered into this 4 day of APRIL 2023, by and between LESSOR, the CITY OF CARNATION (“City” or “LESSOR”), a municipal corporation of the State of Washington, and LESSEE, **VB BTS II, LLC**, a Delaware limited liability company, whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 (“LESSEE”).

In consideration of the mutual covenants contained in this Lease, the parties agree as follows:

1. OPTION TO LEASE.

(a) As of the Effective Date, City grants to LESSEE the exclusive option to lease the Premises (defined below) (the “**Option**”) during the Option Period (defined below). At any time during the Option Period and Term (defined below), LESSEE and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property (defined below) to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at LESSEE’s sole discretion for its use of the Premises including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, construction permits and any other permits and approvals deemed necessary by LESSEE (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, obtain a title report with respect to the Property, and otherwise to do those things on or off the Property that, in the opinion of LESSEE, are necessary in LESSEE’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, and the feasibility or suitability of the Property for LESSEE’s permitted use under this Agreement, all at LESSEE’s expense. LESSEE shall be authorized to apply for the Government Approvals on behalf of City and City agrees to reasonably cooperate with such applications. LESSEE will not be liable to City or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by LESSEE’s Tests. LESSEE will restore the Property to its condition as it existed prior to conducting any Tests, reasonable wear and tear and casualty not caused by LESSEE excepted. In addition, LESSEE shall indemnify, defend and hold City harmless from and against any and all injury, loss, damage or claims arising directly out of LESSEE’s Tests.

(a) **In consideration of Landlord granting Tenant the Option, Tenant** agrees to pay Landlord the sum of Three Thousand Dollars (\$3,000.00) within thirty (30) days of the full execution of this Agreement. The Option Period will be for an initial term of one (1) year from the Effective Date (the “**Initial Option Period**”) and may be renewed by Tenant for one (1)

additional year (the “**Renewal Option Period**”) upon written notification to Landlord and the payment of an additional Three Thousand Dollars (\$3,000.00) prior to the expiration date of the Initial Option Period. Unless utilized independently, the Initial Option Period and any Renewal Option Period shall be referred to collectively as the “**Option Period.**”

(b) LESSEE may exercise the Option at any time during the Option Period by delivery of written notice to City (the “**Notice of Exercise of Option**”). The Notice of Exercise of Option shall set forth the commencement date (the “**Commencement Date**”) of the Initial Term (defined below), which shall be no later than the earlier of (i) sixty (60) days after the Notice of Exercise of Option, or (ii) the date LESSEE begins construction. If LESSEE does not provide a Notice of Exercise of Option during the Option Period, this Agreement will terminate, and the parties will have no further liability to each other.

(c) During the Option Period, City shall endeavor to work with Tenant to rezone the Property to “light industrial” or such other appropriate zoning classification to accommodate Tenant’s use of the Premises, all in accordance with the City’s Zoning Code or other applicable statute or governing instruments.

2. LEASED PREMISES: City agrees to lease to LESSEE and LESSEE agrees to lease from City, upon the terms and conditions set forth herein, the premises located in the City of Carnation King County, Washington, comprised of _____ square feet, as depicted on **EXHIBIT A** attached hereto and incorporated by this reference (hereinafter referred to as the “Site” or the “Premises”), being a portion of the following-described real property as depicted on EXHIBIT A:

_____ (the Property”)

In addition, City hereby temporarily permits Lessor to use, and access that additional city property depicted on Exhibit A attached hereto and incorporated by this reference (hereinafter referred to as the “construction area”) for construction storage and mobilization to construct the communications equipment and structures permitted by this Lease. This permission shall commence on TBD and shall terminate on TBD. Lessee shall pay Lessor no additional rent or charge for use of the construction area. All other provisions of this Lease related to indemnification and insurance shall apply to the construction area. Upon completion of construction the construction area shall be restored as near as possible to its pre-use condition by Lessee.

3. PURPOSE. The Premises are leased to LESSEE for the purpose of erecting, installing, operating, maintaining, repairing and replacing radio or communications towers, transmitting and receiving equipment, antennas, dishes, satellite dishes, mounting structures, equipment shelters and buildings, solar energy conversion and electrical power generation system, fencing and other supporting structures and related equipment (collectively, the “**Communications Facilities**”), and to alter, supplement and/or modify same.

4. TERM/RENEWAL: The initial Lease Term shall be for five (5) years and shall commence on the Commencement Date and shall end on the last day of the sixtieth (60th) month thereafter, unless terminated sooner or extended as provided herein. The Lease Term may be extended or renewed for nine (9) additional terms each of five (5) years. LESSEE shall give City written notice of “intent to extend/renew” at least ninety (90) days prior to expiration of the then current term, but failure to provide such notice shall not prejudice or impact LESSEE’s right to renew. All the terms of this Lease shall apply to the extension/renewal period, including rent which will continue to adjust in accordance with paragraphs 5(a) and 4(b).

5. RENT, CO-LOCATE RENT, OFFSET, LEASEHOLD EXCISE TAX AND LATE PAYMENT:

(a) Rent: Upon commencement of this Lease and continuing for the initial 12 months of the lease term, LESSEE shall pay to City a rent of TWO THOUSAND and NO/100THS DOLLARS (\$2,000) per MONTH, in lawful money of the United States in advance on the first day of the month. Thereafter on each anniversary of the Lease commencement date, the rent shall be increased by TWO percent (2.00%).

(b) Offsets: No offset, reduction or credit toward rent shall be allowed unless approved in advance and in writing by the City.

(c) Leasehold Excise Tax. As additional rent LESSEE shall pay to City with the monthly rent a sum equal to 12.84% of the monthly rent for leasehold excise tax. Said additional rent rate shall be modified in accordance with any change in the leasehold excise tax rate occurring during the term of this Lease, or any extension or holdover thereof, which modification shall be effective on the date the tax rate changes. City shall give written notice to LESSEE of any change in the leasehold excise tax rate.

(d) Payment of Rent: All rent owing shall be made payable to the City and is to be received in the office of:

The City Manager
4621 Tolt Avenue
P.O. Box 1238
Carnation WA 98014-1238

All rent or additional rent owing and all taxes shall be payable in advance, without notice or demand, on the first (1st) day of each month of the lease term. If this Lease is terminated at a time other than the last day of the month, rent or additional rent shall not be prorated as of the date of termination. Said rent or additional rent shall be exclusive of any other sales tax, franchise fee, business or occupation tax, real property tax or other tax based on rents. Should any other such tax or fee apply during the term of this Lease or any extension or holdover thereof, the payment due by LESSEE shall be increased by such amount.

- (e) **Late Payments:** If any rent or additional rent is not received by City from LESSEE by the tenth (10th) day of the month, LESSEE shall immediately pay City a late charge equal to five percent (5%) of the amount of such rent. Should LESSEE pay the late charge, but fail to pay contemporaneously therewith all unpaid amounts of rent or additional rent, City's acceptance of this late charge shall not constitute City's waiver of LESSEE's default with respect to LESSEE's nonpayment nor prevent City from exercising all other rights and remedies available to City under this Lease or under law. In addition to all other charges, LESSEE shall pay to City interest at the rate of one percent (1%) per month on any delinquent rent or additional rent not received by City by the tenth (10th) day of the month that it is due. Late charges and default interest shall constitute additional rent due hereunder.

6. **LICENSE, FEES AND TAXES:** LESSEE shall pay, as they become due and payable, all applicable taxes and all fees, charges and expenses for licenses and/or permits required for or occasioned by LESSEE's use of the Premises.

7. **USE OF PREMISES:** LESSEE may use the Premises for itself and for co-locators for the installation, operation, maintenance, repair and/or disconnection of Communications Facilities and in strict compliance with the specifications and plans previously provided by LESSEE and approved by City. LESSOR hereby grant and conveys to LESSEE, its customers, employees, agents, invitees, subLESSEEs, licensees, successors and assigns a non-exclusive easement throughout the Term to a public right of way (a) for ingress and egress, and (b) for the construction, installation, operation, maintenance, repair and replacement of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises. LESSOR agrees to coordinate, cooperate and assist LESSEE with obtaining the required access and utility easements to the Premises from a public right of way. LESSEE and its guests, agents, employees, customers, invitees, sublessees, licensees and assigns shall have the right of ingress to and egress to and from the Site for the foregoing purposes, across such access and utility easements, seven (7) days a week, twenty-four (24) hours a day with written permission from the LESSEE. LESSEE shall restrict access to the Site to employees who have specific functions to perform at the Site and to other persons authorized by City to enter the Site. The Site shall be fenced with a locking gate, which shall be

locked whenever LESSEE employees, City employees, other LESSEEs or other persons authorized by City to enter the Site are not present at the Site. The communications tower, equipment, fencing and locking gate shall be installed solely at LESSEE's expense. LESSEE shall not use the Premises for any other purpose without the prior written consent of the City. The City may use the Premises for any use not inconsistent with and which does not interfere with LESSEE's use. At all times LESSEE shall exercise its rights under this Lease so as not to interfere with, damage, disrupt, obstruct or endanger the City's or the public's existing or future operations or facilities at or around the Site.

8. COMPLIANCE WITH ALL LAWS AND REGULATIONS: LESSEE's use of the Premises shall be contingent upon its obtaining all certificates, permits, zoning and other approvals which may be required by any federal, state or local authority. LESSEE shall erect, install, maintain and operate its Communications Facilities in compliance with the Site Standards and Conditions to be provided by the City of Carnation and all permits and approvals, laws and regulations, now in effect or which may become effective hereafter by any federal, state or local authority including, but not limited to, all laws and regulations relating to non-ionizing electromagnetic radiation (NIER), radio frequency emissions, other radiation, health and safety in connection with the use of the Communications Facilities and the Premises. I

9. LEASE IMPROVEMENTS:

(a) Rights and Ownership. LESSEE shall have the right to install, maintain, repair and/or disconnect its Communications Facilities on the Premises, at its expense and in accordance with good engineering practices, all applicable laws and rules and the terms of this Lease. The Communications Facilities installed by LESSEE shall remain the property of LESSEE during the term of the Lease and any extensions or holdovers thereof. LESSEE shall not remove any portion of the communications tower or other facilities used jointly by City or other LESSEE's without City's written consent. LESSEE may remove all or a portion of its other facilities from time to time without City's consent. Upon final termination of this Lease or any extensions or holdovers thereof, any Communications Facilities remaining on the Premises shall, at City's option, become the property of the City without compensation to LESSEE. City retains the right to require removal of the Communications Facilities at the end of the term of this Lease as provided under "Surrender of Premises" below.

(b) Plans and Drawings. LESSEE's installation of all Communications Facilities shall be done according to plans approved by the City in advance of said installation in City's sole subjective discretion, including as to design and appearance. However, City's approval of such plans shall not constitute a warranty of such plans or the assumption of any liability for such plans by City. Within sixty (60) days after the commencement of this Lease and following construction of the proposed facilities, LESSEE shall provide City as-built drawings of the Communications Facilities, which show the actual location of all structures, equipment and improvements consistent with the plans approved by City.

Said as-built drawings shall be updated with each co-locate on the tower. Such drawings shall be accompanied by a complete and detailed inventory of all structures, equipment, personal property and Communications Facilities. Any generator used by LESSEE on the premises will be subject to City approval, including, but not limited to, the make, model, size, noise and emissions of the generator, and the containment facility therefor.

- (c) Repair of Damage. Any damage done to the Premises or other of City's property or to other LESSEEs' premises, equipment or property or that of the public during installation, operation, maintenance, repair and/or disconnection of LESSEE's Communications Facilities shall be repaired or replaced within thirty (30) days at LESSEE's expense and to City's sole satisfaction.
- (d) Replacement Facilities. LESSEE may update or replace the Communications Facilities from time to time with the prior written approval of City, provided that the replacement facilities is not greater in size or bulk than the existing facilities and that any change in the location, design and/or appearance is approved in advance and in writing by City. City's approval of such updated or replaced Communications Facilities shall not constitute a warranty of such Communications Facilities or the assumption of any liability for such Communications Facilities by City. LESSEE shall submit to City a detailed proposal for any such replacement facilities and any supplemental materials as may be required for City's evaluation and approval.

10. CO-LOCATION: LESSEE's improvements shall include design and construction of a monopole-type antenna tower of approximately 150 feet in height, but not to exceed the height permitted by law and regulation. Said antenna facilities will be constructed so as to allow governmental (including, but not limited to, City), commercial and non-commercial entities to co-locate on LESSEE's tower structure and ancillary facilities on terms as established by LESSEE. LESSEE shall permit, and lease on commercially reasonable terms, space on the tower. Any lease by the City to a co-locator shall not interfere with or negatively impact the rights of LESSEE as established in this Communications Site Lease. LESSEE shall reasonably cooperate with each new tenant or subtenant who locates and places antenna facilities on the tower or other property or ancillary support facility. The construction of facilities for a co-locator will require a building permit from the City. Provided there is adequate space on the communications tower, and Tenant has not received any indication from any other potential co-locator regarding the space requested by Landlord, Tenant shall permit Landlord to install its communication antennas ("Landlord's Equipment") on Tenant's telecommunications tower without the payment of rent. Upon Landlord's request for space on the communication tower, Tenant shall make a reasonable determination whether the communications tower can accommodate Landlord's Equipment and whether Landlord's Equipment will cause any interference with the normal operations of the communications tower or the current co-locators. Tenant's approval shall be contingent upon Landlord providing an engineering study by a licensed structural engineer establishing that Landlord's Equipment can be structurally accommodated by the communications tower given the current co-locators as well as any

anticipated co-locators. Upon written approval by Tenant, said attachments shall be installed, at Landlord sole expense, by qualified licensed contractors and in accordance with Tenant's reasonable rules and procedures for installations on the communications tower. Landlord shall also be responsible for its own utilities and associated connectivity and agrees that any ground space required for Landlord's Equipment shall be outside the Premises. Tenant reserves the right to relocate Landlord's Equipment at any time(s) to accommodate modifications required for Tenant's future requirements.

11. UTILITIES: LESSEE shall pay or cause to be paid, when due all costs, expenses, fees, services and charges of all kinds for heat, light, water, gas, sewer, power, emergency power, telephone or other utilities or services used, rendered or supplied to the Premises during the term of this Lease or any extension or holdover so that the same shall not become a lien against the Premises. Meters or submeters may be required by City to be installed at the sole cost and expenses of LESSEE. Any installation and/or improvement of utilities including, but not limited to, utility connections, any form of emergency or alternate power system and/or any route of such utilities installation to service the Premises shall be approved, in advance and in writing, by City as depicted on the access and utility easements described above, and any such utility improvements and/or connections shall be completed at the sole costs and expense of LESSEE. If an approved emergency power generator or alternate power system is installed on the Premises by LESSEE, it shall conform to all fire prevention regulations of the City and any other governmental agency with jurisdiction and is subject to the City's right of consent and approval set out in "Lease Improvements" subparagraph (b) above. City shall not be liable for any interruption of utility services or failure of emergency power or any damages or other losses resulting from such interruption or failure.

12. SIGNS: No advertising shall be permitted on the Premises except as required by law or regulation. LESSEE may post its name, address and an emergency telephone number on a painted sign, provided the design, size and location meets applicable City sign code regulations and is in accordance with typical signage used on similar Communications Facilities.

13. MAINTENANCE:

(a) Duties. LESSEE shall, at its own expense, maintain the Premises and all of its Communications Facilities in good working order, condition and repair and in accordance with accepted industry standards for structures, technology and equipment. . LESSEE shall keep the Premises free of graffiti, debris and anything of a dangerous or toxic nature or which would create an unsafe or unsanitary condition or undue vibration, heat, noise, interference, fumes, gas, exhaust or other emissions. To the extent there are co-located antenna facilities and other lessees using the Premises, the general maintenance and repair expenses shall be prorated between the lessees. A lessee shall be solely responsible for repairs necessitated by only that lessee.

(b) Failure to Maintain. If, after thirty (30) days' written notice from City, LESSEE fails to perform its responsibility to maintain or repair any part of the Premises or

Communications Facilities, City may, but shall not be obligated to, enter upon the Premises and perform such maintenance or repair, and LESSEE agrees to pay the costs thereof to City upon receipt of a written demand. Any unpaid sums under this paragraph shall be payable no later than ten (10) days following written demand and shall constitute additional rent due hereunder.

14. INTERFERENCE:

- (a) General Duty. LESSEE's installation, operation, maintenance, repair and/or disconnection of its Communications Facilities and that of co-locators shall not damage or interfere in any way, with City's use of its property or related repair and maintenance or such activities of other tenants.
- (b) Interference by LESSEE. Any interference caused by LESSEE or by other co-locators or communication providers affecting LESSEE shall not result in liability to City.
- (c) Interference with City. Neither LESSEE nor any co-locator or third party shall use the site in any manner that interferes with City's municipal operations on the Site, including, but not limited to, its operation of public recreation facilities. City reserves the right to use the Property (other than the Premises) for any municipal purpose not inconsistent with LESSEE's use, and LESSEE agrees to unrestricted access by City to City's equipment and facilities.

City's Reservation of Rights. City, at all times during this Lease, and any extensions or holdovers, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve its property and to use the premises for all municipal purposes not inconsistent with LESSEE's uses. Notwithstanding the foregoing, LESSOR, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises) and any property adjacent or contiguous to the Property or in the immediate vicinity of the Property that is fee owned by LESSOR: (a) for any of the commercial uses contemplated herein; or (b) if such lease, license, or easement would detrimentally impact the Communications Facilities or LESSEE's economic opportunities at the Premises, or the use thereof. LESSOR shall not cause or permit the construction of communications or broadcast towers or structures, fiber optic backhaul facilities, or satellite facilities on the Property or on any other property of LESSOR adjacent or contiguous to or in the immediate vicinity of the Property, except for the Communications Facilities constructed by LESSEE AND OR structures necessary to protect public safety including structures needed as part of Seattle Public Utilities' Tolt Dam Emergency Response Plan or the City and King County's safety measures.

- (d) LESSOR and LESSEE intend by this Agreement for LESSEE (and persons deriving rights by, through, or under LESSEE) to be the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the Option Period and the Term. LESSOR agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on LESSOR, not injurious to the public interest, and shall be specifically enforceable by LESSEE (and persons deriving rights by, through or under LESSEE) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of LESSOR.

15. ASSIGNMENT OR SUBLEASE:

- (a) General Prohibition – Consent Required. LESSEE shall not assign or transfer this Lease or any interest or rights therein, nor delegate its duties under this Lease, nor sublease the whole or any part of the Premises, nor grant an option for assignment, delegation, transfer or sublease for the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable, delegable or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of City, not to be unreasonably withheld, conditioned or delayed. However, LESSEE may lease to co-locators in accordance with the provisions of this Lease without City’s consent. If City gives its consent to any assignment, delegation, sublease or other transfer, this Assignment of Sublease section shall nevertheless continue in full force and effect, and no further assignment, delegation, sublease or other transfer shall be made without City’s consent. Notwithstanding the foregoing, LESSEE may transfer or assign this Agreement to LESSEE’s lender, principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of or substantially all of LESSEE’s assets or ownership interests by reasons of merger, acquisition or other business reorganization without LESSORs’s consent (a “**Permitted Assignment**”). Upon any Permitted Assignment, LESSEE will be relieved and released of all obligations and liabilities hereunder.
- (b) Notice by LESSEE – Production of Records. If LESSEE desires to assign, delegate, sublease or transfer, or grant an option for assignment, delegation, sublease (not including a sublease for a co-locate) or transfer for the whole or part of the Premises, or any portion of this Lease or any interest therein, LESSEE shall notify City in writing of said desire to assign, delegate, sublease, transfer or to grant an option and the details of the proposed agreement at least ninety (90) days prior to the proposed date of assignment, delegation, sublease, transfer or grant to a third party. The notification shall include, but not be limited to, the proposed date of the assignment, delegation, sublease, transfer or grant, a description of the expected terms of the assignment, delegation or sublease or other transfer or grant and a full disclosure of any and all payments and any and all other consideration of any kind to be received by LESSEE. Only with respect to an assignment that is NOT a Permitted Assignment, upon request by City, LESSEE shall provide:

- i. a financial statement of the proposed assignee, delegate, sublessee, transferee or grantee;
 - ii. a copy of the assignment, delegation, sublease or other transfer or grant document;
 - iii. an affidavit from the proposed assignee, delegate, sublessee, transferee or grantee stating it has examined this Lease, has had the opportunity to consult with legal counsel regarding the terms of the Lease, understands all such terms and conditions, and agrees to assume and be bound by all of LESSEE's obligations and covenants under this Lease as if it were the original lessee hereunder; and
 - iv. any other documents or information requested by City related to the assignment, delegation, sublease or other transfer or grant.
- (c) LESSOR Assignments. LESSOR may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property. LESSOR may subdivide the Property without LESSEE's prior written consent provided the resulting parcels from such subdivision are required to afford LESSEE the protections set forth in Section 13(d), hereof.
- (d) Approval by City – Fees. With respect to those transfers that City has approval rights, City shall review the request and respond with either approval or disapproval of the request not later than thirty (30) days prior to the proposed date of assignment, delegation, sublease, transfer or grant. Disapproval of any such request shall be final and binding on LESSEE and not subject to appeal, arbitration or litigation. City shall charge LESSEE a reasonable fee for administrative costs for review and processing of any assignment, delegation, sublease or other transfer or grant.

16. INDEMNITY AND HOLD HARMLESS:

- (a) LESSEE's Obligations. Pertaining to the Premises, LESSEE's use of the Premises, the construction area, this leasehold interest and the Communications Facilities, LESSEE shall indemnify and hold harmless the City, its officers, elected officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death to any person, or for loss or damage to property, which arises out of LESSEE's use of the Premises, construction and installation of equipment or facilities, or from the conduct of LESSEE's operations, and the operations of co-locators, in or about the Premises, except only such injury or damage as shall have been occasioned by the negligence of the City. LESSEE's obligations under this section shall include, but are not limited to:

- i. Defense and indemnification from such claims, whether or not they arise from LESSEE's sole negligence, the concurrent negligence of both parties or the negligence or intentional acts of one or more third parties;
- ii. Defense and indemnification from any claim arising from City's authorization or approval of this Lease or the existence or operation of the Communications Facilities or LESSEE's use of the Premises, the use of the premises by co-locators, or any emissions therefrom, except to the extent that said claim arises from the installation and operation of equipment placed on the Premises by City;
- iii. The duty to promptly accept tender of defense and provide defense to City at LESSEE's own expense;
- iv. Defense and indemnification from claims made by LESSEE's own employees or agents; and
- v. Waiver of LESSEE's immunity, as respects the City only, under the Industrial Insurance Provisions of RCW Title 51, but only for the sole purpose and only to the extent necessary to indemnify City, which waiver has been mutually negotiated by the parties.

LESSEE shall require similar defense and indemnification obligations protecting city for each co-locator.

- (b) Attorney's Fees and Expenses. In the event it is necessary for City to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Lease, all such fees, expenses and costs shall be recoverable from LESSEE if it is determined that LESSEE was at fault or in breach of this Agreement.
- (c) Statutory Limitations. In the event it is determined that RCW 4.24.115 applies to this Lease, LESSEE agrees to defend, hold harmless and indemnify City to the maximum extent permitted thereunder. In such event, LESSEE agrees to defend, indemnify and hold harmless City for claims by LESSEE's employees and agrees to waiver of its immunity under RCW Title 51 for the purpose of indemnity only, which waiver has been mutually negotiated by the parties.
- (d) Construction Defects. City shall not be liable to LESSEE for claims or damages arising from any latent defect in the construction or in the present condition of the Premises. Moreover, LESSEE shall have no liability for any condition of the Premises that existed prior to the Commencement Date.

17. INSURANCE:

- (a) For the duration of this Lease and all extensions and holdovers, LESSEE shall procure and maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with LESSEE's operation and use of the Premises.
- (b) LESSEE shall, at a minimum, obtain insurance of the types described below:
 - (i) Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on LESSEE's Commercial General Liability insurance policy using ISO Additional Insured-Managers or LESSOR's of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.
 - (ii) Property insurance shall be written on an all risk basis.
 - (iii) Should the construction on the property, or operations on the property bring a hazardous material to the property, City may require that LESSEE provide environmental clean up and pollution liability insurance.
- (c) LESSEE shall maintain at least the following insurance limits:
 - (i) Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate which may be achieved through a combination of primary and excess liability or umbrella coverage.
 - (ii) Property insurance shall be written covering the full value of LESSEE's property and improvements with no coinsurance provisions.
 - (iii) Environmental clean up and pollution liability insurance in such amount as City shall determine depending on the hazardous material on the property.
- (d) The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:
 - (i) LESSEE's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of LESSEE's insurance and shall not contribute with it.
 - (ii) LESSEE's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

- (e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- (f) Verification of Coverage. LESSEE shall furnish the City with original certificates and a copy of the amendatory endorsements, evidencing that LESSEE has met the insurance requirements of this Lease.
- (g) Waiver of Subrogation. LESSEE and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance or in connection with the Premises and the Communications Facilities. This release shall apply only to the extent that such claim, loss or liability is covered by valid insurance.
- (h) City's Property Insurance. City shall purchase and maintain during the term of the Lease all-risk property insurance covering the property owned by City for its full replacement value without any coinsurance provisions, which insurance may be secured by insurance pool coverage. LESSEE shall have no interest in and have no right to make any claim against City's property insurance.
- (i) Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions shall be declared to the City and shall not exceed \$10,000.00
- (j) Change in Coverage. Coverage shall not be suspended, voided, canceled or reduced in coverage or in limits without City's written consent and until after thirty (30) days' prior written notice has been given to City.

18. HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE:

- (a) Definitions. "Hazardous Materials" as used in this Lease shall mean:
 - (i) Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease-producing substances; or
 - (ii) Any dangerous waste or hazardous waste as defined in:
 - Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105); or
 - Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or
 - (iii) Any hazardous substance as defined in:

Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.); or

Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or

- (iv) Any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by any applicable federal, state or local laws or regulations as now existing or hereafter amended.

(b) Environmental Compliance.

- (i) In its use and occupancy of the Premises, LESSEE shall, at its own expense, comply with all federal, state and local laws and regulations now or hereafter in effect related to Hazardous Materials and the environment which are applicable to the Premises, LESSEE's business, or any activity or condition on or about the Premises (the "Environmental Laws"). LESSEE warrants that its business and all its activities to be conducted or performed in, on or about the Premises and that of each co-locator shall comply with all of the Environmental Laws. LESSEE agrees to change, reduce or stop any noncomplying activity or install necessary equipment, safety devices, pollution control systems or other installations as may be necessary at any time during the term of this Lease or any extensions or holdovers to comply with the Environmental Laws.
- (ii) LESSEE shall not, without first obtaining the city's prior written approval, use, generate, release, handle, spill, store, treat, deposit, transport, sell or dispose of, or permit any co-locator to use, generate, release, handle, spill, store, treat, deposit, transport, sell or dispose of any Hazardous Materials in, on or about the Premises. In the event, and only in the event, that the City approves any of the foregoing, LESSEE agrees that such activity shall occur safely and in compliance with the Environmental Laws.
- (iii) LESSEE shall not cause or permit to occur any violation of the Environmental Laws on, under or about the premises, or arising from LESSEE's or co-locator's use or occupancy of the Premises.
- (iv) LESSEE shall, in a timely manner and at LESSEE's own expense, for itself and all co-locators, make all submissions to, provide all information required by and comply with all requirements of all governmental or regulatory authorities ("the Authorities" or "Authority") with jurisdiction under the Environmental Laws. If LESSEE fails to fulfill any duty imposed under this section within a reasonable time, the City may do so; and in such case, LESSEE shall cooperate with the City

in order to prepare all documents the City deems necessary or appropriate to determine the applicability of the Environmental Laws to the Premises and LESSEE's use or occupancy thereof, and for compliance with the Environmental Laws, and LESSEE shall pay all expenses incurred by City or its agents, and LESSEE shall execute all documents promptly upon City's request. No such action by the City and no attempt made by the City to mitigate damages shall constitute a waiver of any of LESSEE's obligations under this Hazardous Materials and Environmental Compliance section.

- (v) Should any Authority demand that a cleanup or remediation plan be prepared and that a cleanup or remediation be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials which occurs during the term of this Lease or any extension or holdover at or from the Premises, or which arises at any time from LESSEE's use or occupancy of the Premises, or the use and occupancy of the Premises by a co-locator, then LESSEE shall in a timely manner and at LESSEE's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and LESSEE shall carry out all such cleanup or remediation plans at its own expense. Any such cleanup or remediation plans are subject to City's prior written approval. Although the City reserves the right to review and approve such cleanup or remediation plans, the City assumes no responsibility for such plans or their compliance with the Environmental Laws.

(c) Indemnification.

- (i) LESSEE shall be fully and completely liable to the City for any and all cleanup and/or remediation costs, expenses and damages and any and all other charges, expenses, fees, penalties (civil and criminal) imposed by any Authority arising out of LESSEE's or a co-locator's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials on or about the Premises. LESSEE shall indemnify, defend and save the City harmless from any and all of the costs, expenses, damages, fees, penalties and charges assessed against or imposed upon the City (as well as the City's reasonable attorney's fees, costs and expenses) by any Authority as a result of LESSEE's or a co-locator's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials or as a result of LESSEE's or a co-locator's failure to provide all information, make all submissions and/or take all steps required by all Authorities under the Environmental Laws.
- (ii) LESSEE shall indemnify and hold the City harmless from any and all claims, liabilities, lawsuits, damages and expenses, including reasonable attorney's fees, for injuries to persons or death, property damage, loss or costs proximately caused by the use, disposal, transportation, generation, release, handling,

spillage, storage, treatment, deposit and/or sale of Hazardous Materials by LESSEE or any of its agents, representatives or employees or co-locators on or about the Premises.

- (d) Reporting Requirements. LESSEE shall comply with the Environmental Laws requiring the submission, reporting or filing of information concerning Hazardous Materials with the Authorities and shall provide to the City a full copy of any such submission, filing or report as submitted within fifteen (15) days of such submission.
- (e) Right to Check on LESSEE'S Environmental Compliance. The City expressly reserves the right to conduct, and LESSEE shall fully cooperate in allowing, from time to time, such examinations, tests, inspections and reviews of the Premises as the City, in its sole and absolute discretion, shall determine to be advisable in order to evaluate any potential environmental problems, provided such inspection shall not include entering any cabinets or secure equipment installed by LESSEE's sublessees, licensees or other co-locators.
- (f) Remedies. Upon a material default by LESSEE under this Hazardous Materials and Environmental Compliance section, the City shall be entitled to the following rights and remedies in addition to any other rights and remedies that may be available to the City:
 - (i) At the City's option, to terminate this Lease if LESSEE fails to cure the default upon reasonable notice under the circumstances; and/or
 - (ii) At the City's option, to perform such response, remediation and/or cleanup as is required to bring the Premises and any other property owned by the City affected by LESSEE's default into compliance with the Environmental Laws and to recover from LESSEE all of the City's costs and expenses in connection therewith; and/or
 - (iii) To recover from LESSEE any and all damages associated with the default including, but not limited to, response, remediation and cleanup costs, expenses and charges, civil and criminal penalties and fees, adverse impacts on marketing the Premises or any other property owned by the City, loss of business and sales by the City and other of City's lessees, diminution of value of the Premises and/or other property owned by the City, the loss of or restriction of useful space in or on the Premises and/or other property owned by the City, any and all damages and claims asserted by third parties, and the City's attorney's fees, costs and expenses.
- (g) Remediation on Termination of Lease.
 - (i) Upon the expiration or earlier termination of this Lease, LESSEE shall remove, remediate or clean up any Hazardous Materials on or emanating from the

Premises, and LESSEE shall undertake whatever action may be necessary to bring the Premises into full compliance with the Environmental Laws (“Termination Cleanup”). The process for such Termination Cleanup is subject to the City’s prior written approval. Although the City reserves the right to review and approve the Termination Cleanup process, the City assumes no responsibility for it or its compliance with the Environmental Laws.

- (ii) If LESSEE fails or refuses to commence the Termination Cleanup process, or fails to reasonably proceed toward completion of such process, the City may elect to perform such Termination Cleanup after providing LESSEE with written notice of the City’s intent to commence Termination Cleanup and after providing LESSEE a reasonable opportunity, which shall be not less than ninety (90) days after such notice (unless the City is given notice by a governmental or regulatory agency with jurisdiction over such matter that Termination Cleanup must commence within a shorter time), to commence or resume the Termination Cleanup process. If the City performs such Termination Cleanup after said notice and LESSEE’s failure to perform same, LESSEE shall pay all of the City’s costs and expenses.

- (h) Survival. LESSEE’s obligations and liabilities under this Hazardous Materials and Environmental Compliance section shall survive the expiration or earlier termination of this Lease or any extension or holdover.

19. LIENS. LESSEE acknowledges that City may not and shall not be subject to claims or liens for labor or materials, and LESSEE shall keep the Premises and any other property of City free of any liens for any providers of work, labor, material or services claiming by, through or under LESSEE. LESSEE shall indemnify, defend and hold City harmless from and against any such claims or liens, and City’s attorney’s fees and costs incurred in connection therewith. If such a lien is filed, it shall be discharged of record by LESSEE within ten (10) days after notice of filing by bonding, payment or other arrangement satisfactory to City.

20. WAIVER. EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

21. NONDISCRIMINATION: The City and LESSEE shall not discriminate on the basis of race, color, sex, religion, nationality, creed, age or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits associated with this Lease in compliance with law. These laws include, but are not limited to, Chapter 49.60 of the Revised Code of Washington and Titles VI and VII of the Civil Rights Act of 1964.

22. CONDEMNATION:

- (a) Notice. The City and LESSEE shall each immediately notify the other in writing of the receipt of notice of any proceeding with respect to a condemnation action or intent of any authority to exercise the power of eminent domain.
- (b) Permanent Taking. If all or a portion of the Premises is taken by any lawful authority under or pursuant to the power of eminent domain during the term of this Lease or any extension or holdover, LESSEE may elect to terminate this Lease as of the date the condemnor takes possession. If LESSEE does not elect to terminate this Lease, the rent shall be reduced in the same proportion that the value of the portion of the premises to be taken bears to the value of the entire Premises as of the date condemnor takes possession. LESSEE shall have no claim or interest in or to any award of just compensation except that LESSEE shall be entitled to an amount equal to the fair market value of SMA's interest in any improvements made to the Premises by LESSEE which are taken by the condemnor.
- (c) Temporary Taking. If temporary use of all or a portion of the Premises is taken by any lawful authority for a period which would reduce the use and, consequently, would cause the Premises to be untenable for the use by LESSEE as set forth in this Lease, LESSEE or the City may elect to terminate this Lease. Said termination shall occur as of the date the condemnor takes possession. If neither LESSEE nor the City elects to terminate this Lease, LESSEE shall be entitled to receive any award from the condemnor for the use of all or a portion of the Premises, except that LESSEE may elect to have the rents reduced by the amount proportionally attributable to any partial temporary taking, in which event LESSEE shall not be entitled to any portion of the award attributable to said use.
- (d) Prohibition. It is understood and agreed that LESSEE shall not be a party to any negotiation or proceedings wherein the City claims compensation other than which is defined statutorily as constituting "just compensation."

23. QUIET ENJOYMENT: So long as LESSEE is not in breach of this Lease, the City warrants that LESSEE shall have the quiet enjoyment of the premises during the term of this Lease or any extension or holdover thereof, without interference of disturbance, direct or indirect, by the City or any person having title paramount to the City's title or by any person claiming under the City, provided that the City reserves the right to inspect the Premises at any and all reasonable times throughout the term of this Lease or any extension or holdover and to lease to co-locators as provided for in this Lease.

24. RIGHT OF FIRST REFUSAL. In the event LESSOR determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in LESSOR if

LESSOR is an entity, which interest underlies or affects any or all of the Premises (the “**ROFR Property**”) to any third party that is a Third Party Competitor (as defined below), LESSOR shall offer LESSEE a right of first refusal to purchase the Premises (or such larger portion of the Property that encompasses the Premises, if applicable). For purposes herein, a “**Third Party Competitor**” is any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing communications infrastructure or any person or entity directly or indirectly engaged in the business of owning, acquiring, or investing in real property leases or easements underlying communications infrastructure. In such event, LESSOR shall send a written notice to LESSEE in accordance with Section 29 below that shall contain an offer to LESSEE of a right of first refusal to purchase the ROFR Property, together with a copy of any offer to purchase, or any executed purchase agreement or letter of intent (each, an “**Offer**”), which copy shall include, at a minimum, the purchase price or acquisition price, proposed closing date, and financing terms (collectively, the “**Minimum Terms**”). Within thirty (30) days of receipt of such Offer, LESSEE shall provide written notice to LESSOR of LESSEE’s election to purchase the ROFR Property on the same Minimum Terms; provided, the closing date shall be no sooner than sixty (60) days after LESSEE’s purchase election notice; and further provided that given LESSOR’s direct relationship and access to LESSEE, LESSEE shall not be responsible for payment of any broker fees associated with an exercise of LESSEE’s rights to acquire the ROFR Property. Within thirty (30) days of receipt of such Offer, LESSEE shall provide written notice to LESSOR of LESSEE’s election to purchase the ROFR Property on the same Minimum Terms; provided, the closing date shall be no sooner than sixty (60) days after LESSEE’s purchase election notice; and further provided, that LESSEE shall not be required to match any components of the purchase price which are speculative or incalculable at the time of the Offer. In such event, LESSOR agrees to sell the ROFR Property to LESSEE subject to LESSEE’s payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between LESSOR and LESSEE. If LESSEE provides written notice that it does not elect to exercise its right of first refusal to purchase the ROFR Property, or if LESSEE does not provide notice of its election within the thirty (30) day period, LESSEE shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to LESSEE’s continuing right of first refusal hereunder), and LESSOR shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer (“**Permitted Sale**”). If LESSOR does not consummate the Permitted Sale within ninety (90) days of the date of LESSEE’s waiver of its right of first refusal, including if the Minimum Terms are modified between LESSOR and the Third Party Competitor, LESSOR shall be required to reissue a New Offer to LESSEE.

25. EARLY TERMINATION: This “Early Termination” section is in addition to any other provision of this Lease authorizing or otherwise relating to early termination of this Lease.

(a) Government Approvals. This Lease is contingent upon the City and LESSEE obtaining all necessary governmental approvals, certificates, permits or licenses which the City and LESSEE may deem necessary and which are required by law. In the event that any of the City’s or LESSEE’s applications for said approvals, certificates, permits or licenses should

be finally rejected or any approval, certificate, permit or license issued to the City of LESSEE is canceled or otherwise withdrawn or terminated by a governmental authority so that the City or LESSEE will be unable to use the Premises for its intended purpose, either party shall have the right to terminate this Lease upon thirty (30) days' prior written notice to the other.

Site Parcel Use Limitations. The City may terminate this Lease in the event a valid claim is made asserting a use restriction that would prohibit the communications facilities use of the Premises upon thirty (30) days' written notice to LESSEE. If at any time during the Term, LESSEE determines, in LESSEE's sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for LESSEE's intended use and/or purposes, LESSEE shall have the right to terminate this Agreement upon one hundred eighty (180) days prior written notice to LESSOR.

- (b) Damage or Destruction. In the event that the Premises or LESSEE's Communications Facilities or any portion thereof are substantially damaged or destroyed so as to hinder effective use of the Premises or the Communications Facilities for LESSEE's telecommunication purposes, LESSEE may elect to terminate this Lease upon thirty (30) days' written notice to the City.
- (c) LESSEE's Insolvency. The City may terminate this Lease upon LESSEE's insolvency if LESSEE is the subject of an involuntary bankruptcy proceeding or commences a voluntary or involuntary bankruptcy proceeding or makes an assignment for the benefit of creditors or if a receiver or other liquidating officer is appointed for LESSEE. In the event the City may not terminate this Lease as the result of a bankruptcy proceeding, LESSEE agrees to immediately affirm or reject the Lease in the bankruptcy proceeding.
- (d) LESSEE's Breach.
 - (i) The City may terminate this Lease if LESSEE fails to pay rent or additional rent by the tenth (15th) day of the month that it is due and LESSEE fails to cure such breach within thirty (30) days after written notice from the City.
 - (ii) The City may terminate this Lease if LESSEE breaches or fails to perform or observe any of the terms and/or conditions of this Lease, other than payment of rent, and fails to cure such breach or default within thirty (30) days after written notice from the City or such longer period, up to sixty (60) days, as may be reasonably required, within the City's reasonable discretion, to diligently complete a cure commenced within that thirty (30) day period and being diligently and continuously pursued by LESSEE.
- (e) Termination Process. Unless otherwise specified in this Lease, prior written notice of termination shall be delivered by certified mail, return receipt requested, and shall be effective upon receipt of such notice, as evidenced by the return receipt. Upon such

termination, LESSEE shall be entitled to the reimbursement of any rent prepaid by LESSEE for any period after termination.

- (f) Nonexclusive Remedy. Termination under this Early Termination section shall be in addition to and not in limitation of any other remedy of the City at law or in equity. Termination shall not release LESSEE from any liability or obligation with respect to any matter occurring prior to such termination. In the event LESSOR elects to terminate this Agreement due to a default by LESSEE (which remains uncured by Lender), LESSOR shall continue to honor all sublease and license commitments made by LESSEE through the expiration of the term of any such commitment and shall be entitled to collect and retain the rents or license fees associated with such subleases or license commitments, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

26. SURRENDER OF PREMISES:

- (a) Duties. Within ninety (90) days after the expiration or earlier termination of this Agreement (the "**Removal Period**"), LESSEE, customers, subLESSEEs or licensees shall remove its improvements and personal property and restore the Premises to grade and perform all obligations under this Agreement during the Removal Period, including, without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the premises or on the City's property. If, however, the City does not request removal, or if LESSEE requests permission not to remove all or a portion of the improvements, and the City consents to such nonremoval, title to the affected improvements shall thereupon transfer to the City and the same shall be the sole and entire property of the City, and LESSEE shall be relieved of its duty to otherwise remove the same.
- (b) Costs and Expenses. Subject to the nonremoval provisions of subparagraph (a) of this Surrender of Premises section, all costs and expenses for removal of the Communications Facilities and restoration of the Premises shall be borne by LESSEE, and LESSEE shall hold the City harmless from any portion thereof.

27. HOLDING OVER: If LESSEE holds over after the expiration of the term of this Lease or any extension thereof, LESSEE shall become a tenant from month to month upon the terms of this Lease, as applicable. Acceptance by the City of rent after such expiration or early termination shall not result in a renewal of this Lease nor affect the City's right of re-entry or any rights of the City herein or as otherwise provided by law or equity. If LESSEE fails to surrender the premises upon the expiration of this Lease despite demand to do so by the City, LESSEE shall pay one hundred fifty percent (150%) of the monthly rent herein specified (prorated on a daily basis), interest as provided under "Late Payment," attorney's fees and

costs and shall indemnify and hold the City harmless from all loss or liability including, but not limited to, any claim made by any succeeding lessee founded on or resulting from such failure to surrender.

28. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT. In the event the Property is encumbered by a mortgage or deed of trust or other security instrument of any kind (a “**LESSOR’s Mortgage**”), LESSOR, within fifteen (15) days following LESSEE’s request or immediately prior to the creation of any encumbrance created after the date this Agreement is fully executed, will obtain from the holder of each such LESSOR Mortgage a fully-executed subordination, non-disturbance and attornment agreement (an “**SNDA**”) in recordable form, which shall be prepared or approved by LESSEE. The holder of every such LESSOR Mortgage shall, in the SNDA, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of LESSOR’s interest in the Premises, such LESSOR Mortgage holder shall recognize and confirm the validity and existence of this Agreement, not disturb the tenancy of LESSEE (and its customers, sublessees, and licensees) and LESSEE (and its customers, sublessees, and licensees) shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement, provided LESSEE is not in default of this Agreement beyond applicable notice and cure periods.

29. LENDER’S RIGHTS.

(a) LESSOR agrees to recognize the subleases and licenses of all subtenants and licensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by LESSEE so long as each such respective subtenant or licensee is not in default under the lease/license covering its premises. LESSOR agrees to execute such documents as any such subtenant and/or licensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or LESSOR recognition agreements, to further memorialize the foregoing, and further agrees to use LESSOR’s best efforts to also cause its lenders to similarly acknowledge, in writing, subtenant’s and licensee’s right to continue to occupy its premises as provided above.

(b) LESSOR consents to the granting by LESSEE of a lien and security interest in LESSEE’s interest in this Agreement and/or leasehold estate of the Premises and all of LESSEE’s personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Lender of its rights of foreclosure with respect to its lien and security interest. LESSOR agrees to recognize Lender as LESSEE hereunder upon any such exercise by Lender of its rights of foreclosure.

(c) LESSOR hereby agrees to give Lender written notice of any breach or default of LESSEE of the terms of this Agreement within fifteen (15) days after the occurrence thereof at the address set forth in Section 41. LESSOR further agrees that no default under this Agreement by LESSEE shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of this Agreement,

Lender shall have the right, to the same extent, for the same period and with the same effect, as LESSEE, plus an additional ninety (90) days after any applicable grace period to cure or correct any such default.

(d) LESSOR acknowledges that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of LESSEE under this Agreement. Lender shall not become liable under the provisions of this Agreement or any lease executed pursuant to Section 30 hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate created hereby or thereby.

(e) LESSEE shall have the right from time to time to mortgage or otherwise encumber LESSEE's interest in this Agreement and/or leasehold estate in the Premises; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If LESSEE shall so mortgage (each a "**LESSEE Mortgage**") LESSEE's interest in this Agreement and/or leasehold interest in the Premises to Lender, LESSEE or Lender shall give LESSOR prompt notice of such LESSEE Mortgage and furnish LESSOR with a complete and correct copy of such LESSEE Mortgage, certified as such by LESSEE or Lender, together with the name and address of Lender if it is different from the information set forth in Section 29 hereof. The term "**Lender**" as used in this Agreement shall mean the lender identified in Section 29 hereof and its successors, assigns, designees or nominees.

(f) This Agreement shall not be amended or modified without the consent of Lender. In the event that Lender shall become the owner of such leasehold estate, Lender shall not be bound by any modification or amendment of this Agreement made subsequent to the date of a LESSEE Mortgage unless Lender shall have consented to such modification or amendment at the time it was made.

30. RIGHT TO NEW LEASE.

(a) In the case of termination of this Agreement for any reason, or in the event this Agreement is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, LESSOR shall give prompt notice thereof to Lender at the address set forth in Section 29 or as may be provided to LESSOR by LESSEE following the Commencement Date. Thereafter, LESSOR, upon written request of Lender, and within thirty (30) days after the receipt of such request, shall promptly execute and deliver a new lease of the Premises and assignment of all subleases and licenses to Lender or its designee or nominee, for the remainder of the Term upon all the covenants, conditions, limitations and agreements contained herein (including, without limitation, options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Lender (i) shall pay to LESSOR, simultaneously with the delivery of such new lease, all unpaid rent due under this Agreement up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs,

incurred by LESSOR in connection with the default by LESSEE, the termination of this Agreement and the preparation of the new lease, and (ii) shall cure all defaults existing under this Agreement which are susceptible to being cured by Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Lender shall have otherwise complied with the provisions of this Section, Lender shall have no obligation to cure any defaults which are not susceptible to being cured by Lender (for example, the bankruptcy of LESSEE). For so long as Lender shall have the right to enter into a new lease with LESSOR pursuant to this Section, LESSOR shall not enter into a new lease of the Premises with any person or entity other than Lender, without the prior written consent of Lender.

31. AGENTS, SUCCESSORS AND ASSIGNS: All of the agreements, conditions and provisions of this Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, agents and assigns of LESSEE and the City.

32. COSTS AND ATTORNEY'S FEES: Except as otherwise provided in this Lease, in any proceeding brought to enforce this Lease or to determine the rights of the parties under this Lease, the prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, a reasonable sum as attorneys' fees, and all costs and expenses incurred in connection with such a lawsuit, including attorneys' fees, costs, and expenses of any appeal of a judgment. For purposes of this Lease, the prevailing party shall be that party in whose favor final judgment is rendered or who substantially prevails, if both parties are awarded judgment. The term "proceeding" shall mean and include arbitration, administrative, bankruptcy and judicial proceedings including appeals.

33. NO PRESUMPTION AGAINST DRAFTER: The city and LESSEE understand, agree and acknowledge that this Lease has been freely negotiated by both parties and that, in the event of any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

34. NON-WAIVER: The failure of either the City or LESSEE to insist upon strict performance of any of the terms of this Lease shall not be construed as a waiver thereof. Waiver of a particular breach or default shall not be deemed to be a waiver of any subsequent breach or default.

35. COMMULATIVE REMEDIES: No provision of this Lease shall preclude the City from pursuing any other remedies, in law or equity, for LESSEE's failure to perform its obligations.

36. SURVIVABILITY: The provisions of the Indemnity and Hold Harmless and the Hazardous Materials and Environmental Compliance sections of this Lease shall survive the extension, holdover, expiration or early termination of this Lease for any event occurring prior to or on the date of such extension, holdover, expiration or early termination.

37. CAPTIONS: The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of the Lease.

38. VENUE AND CHOICE OF LAW: This Lease shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any legal action brought under the terms of this Lease shall be in Snohomish County Superior Court.

39. AUTHORITY TO CONTRACT: Each party represents and warrants to the other that: it has full right, power and authority to execute this Lease and has the power to grant all rights hereunder, its execution and performance of this Lease will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on said party, and the execution and delivery of this Lease and the performance of its obligations hereunder have been duly authorized by all necessary personnel or corporate officers and do not violate any provision of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree. This Lease shall not be binding upon the City until approved by the _____ City Council.

40. ENTIRE AGREEMENT – AMENDMENTS: This Lease, together with the attached exhibits, shall constitute the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Lease shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

41. NOTICES: Required notices, except legal notices, shall be given in writing to the following respective addresses, effective as of the postmark time and date, or to such other place as may hereafter be designated by either party in writing:

If to LESSOR:

If to LESSEE:

VB BTS II, LLC
750 Park of Commerce Drive, Suite
200
Boca Raton, FL 33487
Attn: VP Asset Management
Ref: US-WA-7023

With a copy to: General Counsel

If to Lender:

Toronto Dominion (Texas) LLC
31 West 52nd Street
New York, NY 10019
Attn: Admin Agent
Fax No. 416-982-5535

Barclays Bank PLC,
as Administrative Agent

745 Seventh Avenue, 5th
Floor
New York, NY 10019
Attn: Karen Ngai]

42. **EXHIBITS:** The following exhibits are attached hereto and incorporated herein by this reference:

Exhibit A Sketch of the lease area Site

43. **SEVERABILITY:** The unenforceability, invalidity or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or void, and such other provisions shall continue in full force and effect.

LESSOR:

LESSEE:

CITY OF CARNATION

VB BTS II, LLC

By _____
_____ (print name)
_____ (title)

By _____
_____ (print name)
_____ (title)

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 201____.

[Legibly print name of notary]
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

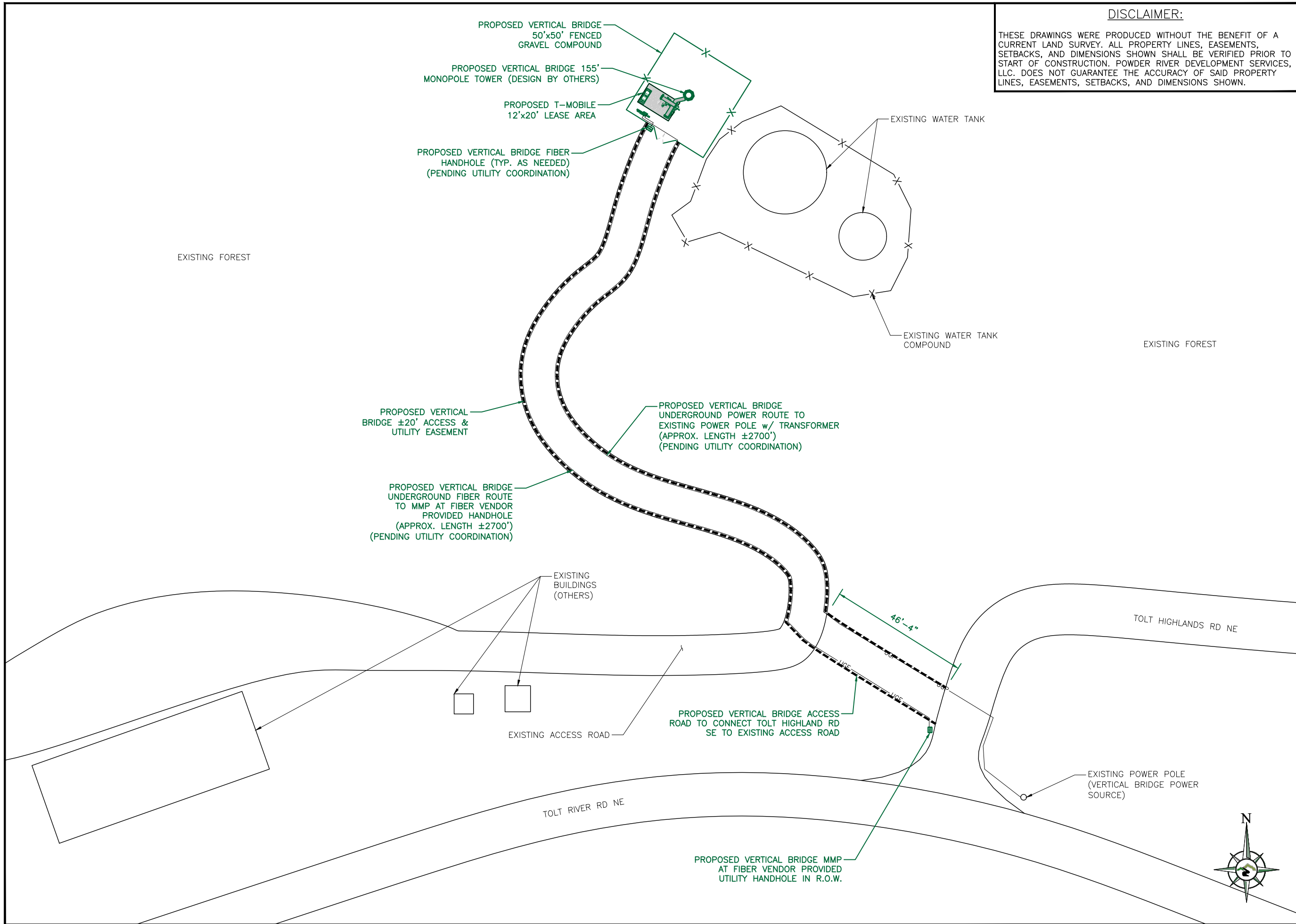
I certify that I know or have satisfactory evidence that
_____ is the person who appeared before me, and said
person acknowledged that _____ signed this instrument, on oath stated that _____ was
authorized to execute the instrument and acknowledged it as the
_____ of _____, to be the free and voluntary act of
such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2021.

[Legibly print name of notary]
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

LIST OF EXHIBITS

Exhibit A: Sketch of the lease area Site



DISCLAIMER:
 THESE DRAWINGS WERE PRODUCED WITHOUT THE BENEFIT OF A CURRENT LAND SURVEY. ALL PROPERTY LINES, EASEMENTS, SETBACKS, AND DIMENSIONS SHOWN SHALL BE VERIFIED PRIOR TO START OF CONSTRUCTION. POWDER RIVER DEVELOPMENT SERVICES, LLC. DOES NOT GUARANTEE THE ACCURACY OF SAID PROPERTY LINES, EASEMENTS, SETBACKS, AND DIMENSIONS SHOWN.

verticalbridge
 750 PARK OF COMMERCE DRIVE
 BOCA RATON, FL 33487

T-Mobile
 T-MOBILE WEST LLC
 18400 E. 22ND AVENUE
 AURORA, CO 80011

POWDER RIVER
 Development Services, LLC

BUSINESS LICENSE #: 3004

REVISIONS			
REV	DATE	DESCRIPTION	INT
B	01/30/23	ISSUED FOR REVIEW 90%	JHT
A	11/17/22	ISSUED FOR REVIEW 90%	JDB

PRELIMINARY
 NOT FOR
 CONSTRUCTION

THESE PLANS AND SPECIFICATIONS, AS INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF POWDER RIVER DEVELOPMENT SERVICES, LLC WHETHER THE PROJECTS FOR WHICH THEY ARE MADE ARE EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANY PERSON OR ENTITY ON OTHER PROJECTS WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER.

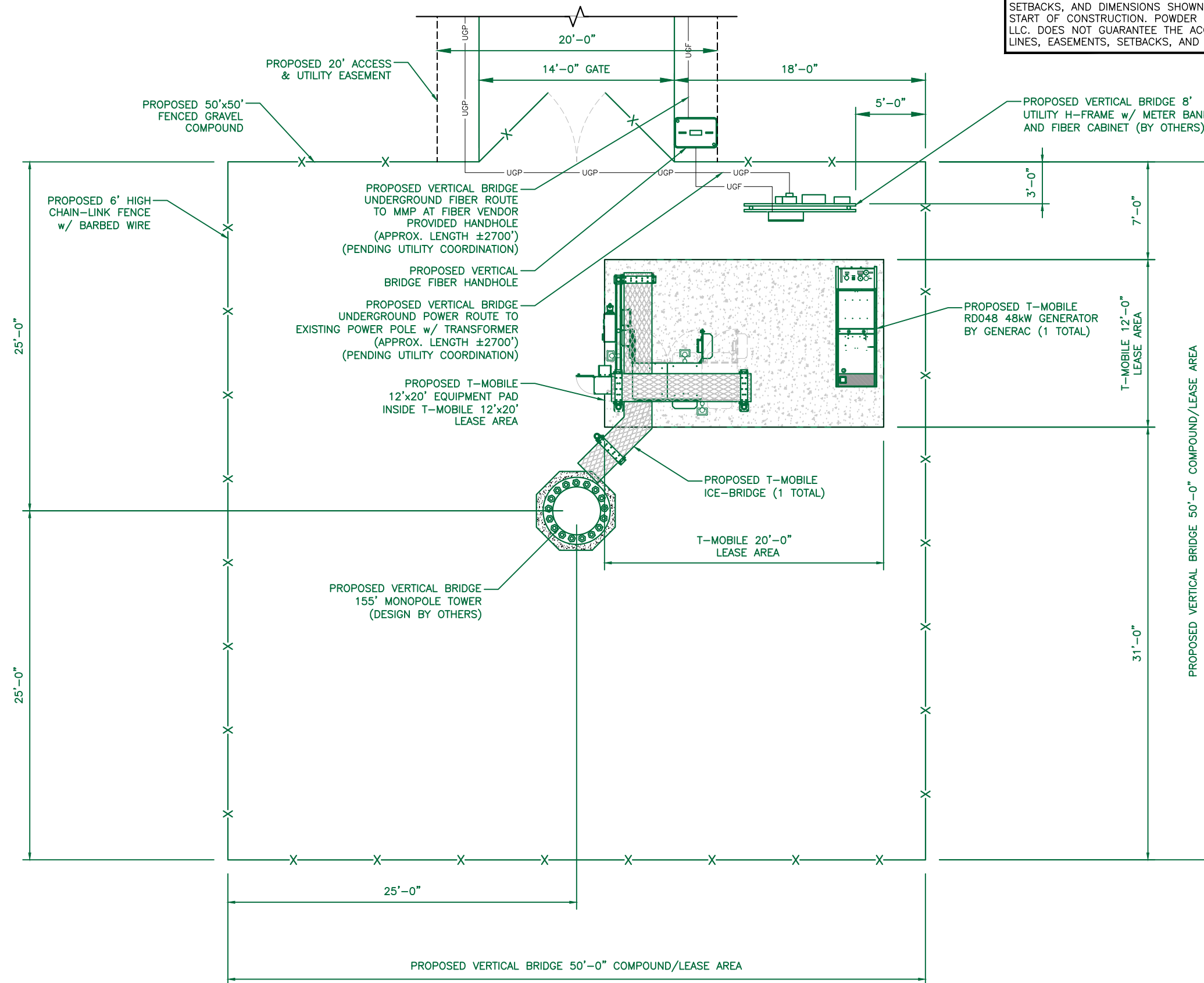
SITE INFORMATION
VERTICAL BRIDGE
SITE#: US-WA-7023
SITE NAME: TOLT HIGHLANDS
T-MOBILE
SITE#: SE02744B
SITE NAME:
 East Carnation - Public Works - VB
33284 TOLT RIVER RD NE
CARNATION, WA 98014

SHEET TITLE:
OVERALL
SITE PLAN

SHEET NUMBER:
ZD-1
 98

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750 PARK OF COMMERCE DRIVE
BOCA RATON, FL 33487



T-MOBILE WEST LLC
18400 E. 22ND AVENUE
AURORA, CO 80011



BUSINESS LICENSE #: 3004

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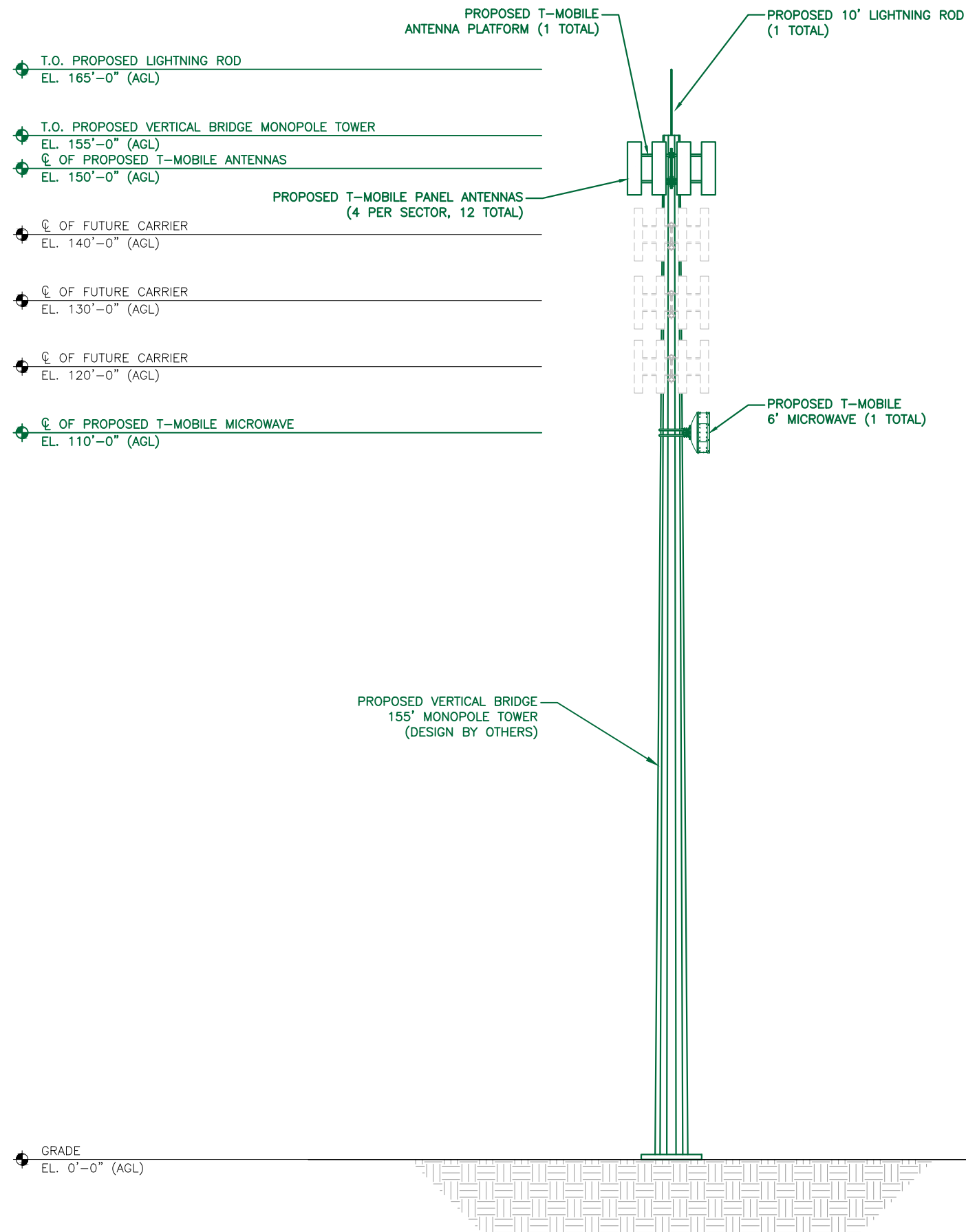
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T-MOBILE
SITE#: SE02744B
SITE NAME:
East Carnation - Public Works - VB
33284 TOLT RIVER RD NE
CARNATION, WA 98014

SHEET TITLE:
**ENLARGED
SITE PLAN**

SHEET NUMBER:
ZD-1.1



PRIOR TO CONSTRUCTION, STRUCTURAL ANALYSIS SHALL BE PERFORMED FOR ALL NEW AND EXISTING SUPPORTING TOWERS, ROOFTOPS, FLAG POLES, LIGHT POLES AND ASSOCIATED EQUIPMENT MOUNTS. CONTRACTOR SHALL REVIEW THE SIGNED/SEALED STRUCTURAL ANALYSIS REPORTS PRIOR TO CONSTRUCTION AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES LISTED WITHIN THE REPORT(S). ALL CONSTRUCTION, MODIFICATIONS AND/OR REPLACEMENT SPECIFICATIONS SHALL BE FULLY IMPLEMENTED EXACTLY AS NOTED WITHIN THE STRUCTURAL ANALYSES REPORTS/LETTERS.

POWDER RIVER DEVELOPMENT SERVICES, LLC HAS NOT PERFORMED STRUCTURAL ANALYSIS FOR THE NEW EQUIPMENT MOUNTS, NOR THE SUPPORTING STRUCTURE(S), AND ASSUMES NO RESPONSIBILITY FOR ITS ABILITY TO SUPPORT THE PROPOSED MODIFICATIONS.

verticalbridge
750 PARK OF COMMERCE DRIVE
BOCA RATON, FL 33487

T-Mobile
T-MOBILE WEST LLC
18400 E. 22ND AVENUE
AURORA, CO 80011

POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #: 3004

REVISIONS			
REV	DATE	DESCRIPTION	INT
B	01/30/23	ISSUED FOR REVIEW 90%	JHT
A	11/17/22	ISSUED FOR REVIEW 90%	JDB

PRELIMINARY
NOT FOR
CONSTRUCTION

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SITE#: US-WA-7023
SITE NAME: TOLT HIGHLANDS
T-MOBILE
SITE#: SE02744B
SITE NAME:
East Carnation - Public Works - VB
33284 TOLT RIVER RD NE
CARNATION, WA 98014

SHEET TITLE:
ELEVATION

SHEET NUMBER:
ZD-2
100



CARNATION CITY COUNCIL

AGENDA BILL

<p>TITLE: A MOTION to accept the Department of Commerce Grant in the amount of \$50,000 for FY 2023. The grant is to assist the City with comprehensive plan updates.</p>	Agenda Bill No.:	AB23-47			
	Type of Action:	MOTION			
	Origin: <i>(Council/Manager)</i>	City Manager			
	Agenda Bill Author:	City Manager			
<p>EXHIBITS:</p> <ul style="list-style-type: none"> WA State Department of Commerce Interagency Agreement. 	Date Submitted:	04/04/23			
	For Agenda of:	04/04/23			
	Expenditure Required:	\$0			
	Amount Budgeted:	N/A			
	Appropriation Required:	N/A			
<p>SUMMARY STATEMENT AND DISCUSSION:</p> <p>Grant funding to assist the city with planning work for the completion the Growth Management Act (GMA) requirement to revise the comprehensive plan and development regulations under RCW 36.70A.130(5).</p>					
<p>RECOMMENDED ACTION: I move to accept the Department of Commerce Grant in the amount of \$50,000 for FY 2023 for comprehensive plan updates.</p>					
<p>LEGISLATIVE HISTORY:</p>					
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		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:		Ordinance/Resolution No.:			



Interagency Agreement with

City of Carnation

through

Growth Management Services

**Contract Number:
23-63210-008**

For

GMA Periodic Update Grant – FY2023

Dated: Date of Execution

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Face Sheet

Contract Number: 23-63210-008

Local Government Division Growth Management Services

1. Contractor City of Carnation Community Economic Development 4621 Tolt Ave. PO Box 1238 Carnation, WA 98014		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Rhonda Ender CED Principal (425) 786-4435 rhonda.ender@carnationwa.gov		4. COMMERCE Representative Ted Vanegas Senior Planner (360) 725-3031 ted.vanegas@commerce.wa.gov	
5. Contract Amount \$50,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
9. Federal Funds (as applicable) N/A		8. End Date June 30, 2023	
10. Tax ID # N/A		11. SWV # SWV0019425-00	
12. UBI # 179-000-004		13. UEI # N/A	
14. Contract Purpose Grant funding to assist the city with planning work for the completion the Growth Management Act (GMA) requirement to revise the comprehensive plan and development regulations under RCW 36.70A.130(5).			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment B - Budget			
FOR CONTRACTOR _____ Ana Cortez, City Manager _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

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

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

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

4. BILLING PROCEDURES AND PAYMENT

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

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 23-63210-008. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2022, for services and deliverables described under this Agreement.

Duplication of Billed Costs

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

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Transfers

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE.

Ineligible Costs

Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

5. SUBCONTRACTOR DATA COLLECTION

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

6. INSURANCE

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

7. FRAUD AND OTHER LOSS REPORTING

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

8. ORDER OF PRECEDENCE

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

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

General Terms and Conditions

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

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

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

6. COPYRIGHT

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

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

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

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

7. DISPUTES

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

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

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

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

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

20. TREATMENT OF ASSETS

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

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

practices.

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

21. WAIVER

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

Attachment A: Scope of Work

Tasks / Actions / Deliverables	Description	End Date
Task 1	Review relevant plans and regulations to determine if there are sections that need revision.	4/21/23
Action(s) – 1.1	Review the City of Carnation’s current Comprehensive Plan with Dept. of Commerce’s periodic update checklist.	5/15/23
Action(s) – 1.2	Review the development regulations using the Dept. of Commerce’s periodic update checklist.	5/15/23
Deliverable	Periodic Update Checklist submitted	5/15/23
Task 2	Review housing needs assessment and recommendations for incorporation into the Housing element.	5/31/23
Action(s)-1.1	Draft amendments/updates to the Housing Element	5/31/23
Action(s)-1.2	Public input and comment on proposed amendments and updates.	6/16/23
Deliverable	Submit updated Housing Element	6/30/23
Task 3	Draft amendments/updates to the Utilities Element	5/31/23
Action(s)-1.1	Public input and comment on proposed amendments and updates.	6/16/23
Deliverable	Submit updated Utilities Element	6/30/23
Task 4	Draft amendments/updates to the Capital Facilities Element	5/31/23
Action(s)-1.1	Public input and comment on proposed amendments and updates.	6/16/23
Deliverable	Submit updated Capital Facilities Element	6/30/23

Attachment B: Budget

SFY 2023 Task/Deliverable	SFY 2023 Amount
Deliverable 1 Periodic update checklist	\$20,000.00
Deliverable 2 Housing Element	\$15,000.00
Deliverable 3 Utilities Element	\$7,500.00
Deliverable 4 Capital Facilities Element	\$7,500.00
Total Grant (SFY 2023 only)	\$ 50,000.00

2023 Fee Schedule

Last Updated: April 2023



Presented To
Carnation City Council

Presented by
City Manager's Office
Ashlyn Farnworth, P.I.O.

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Cost Recovery Statement:

Costs for planning, engineering, legal and/or other professional services shall be reimbursed by the applicant, in addition to a 10% administrative fee.

Construction Permit and Inspection Fees

Building Permit Fees:

Valuation based on International Code Council Building valuation data:

Assessed Valuation	FY'23 Fees
\$1.00 - \$500.99	\$365.00
\$501.00 - \$2,000.00	\$405.00
\$2,001.00 - \$25,000.00	\$545.00
\$25,001.00 - \$50,000.00	\$1085.00
\$50,001.00 - \$100,000.00	\$1505.00
\$100,001.00 - \$500,000.00	\$2530.00
\$500,001.00 - \$1,000,000.00	\$5210.00
\$1,000,000.00 and Up	\$8645.00 + \$20 per \$1,000 over 1,000,000.00 Valuation
Plan Review	65% of Building Permit Fee

Miscellaneous Inspections, Plan Review, and Other Fees

Type	FY'23 Fees
Review Fee for Residential	\$390.00 + 65% of Building Permit Fee
Plan review fee: Commercial	\$2565.00 + 80% of Building Permit Fee
Additional plan review required by changes, additions or revisions to plans (minimum charge - one hour)	COST RECOVERY
Washington State Building Code Council Fee (RCW 19.27.085) Residential	\$6.50 (Residential)
Washington State Building Code Council Fee (RCW 19.27.085) Commercial	\$25.00 (Commercial)
Demolition	\$505.00
ADU- City Program License	Cost Recovery
Mobile/manufactured home placement inspection	\$220.00
Single-family Residential Re-roof permit (nonstructural)	\$220.00
Certificate of occupancy	\$170.00
Wood stove relocation/installation	\$290.00
Change of occupancy requiring an inspection	\$355.00
Inspections outside of normal business hours (minimum charge two hours)	\$295.00 minimum
Inspections for which no fee is specifically indicated (minimum charge one hour)	\$100.00 minimum
Reinspection fee (minimum charge - one hour)	\$140.00 minimum
Uniform Housing code inspection or license care inspection	\$345.00

Mechanical Permit Fees

For issuing each mechanical permit including furnace, appliance vents, boilers, compressors, absorption systems, air handlers/heat pumps, evaporative coolers, ventilation and exhaust, incinerators and any other appliance or piece of equipment regulated by the International Mechanical Code but not classed in other appliance categories or for which no other fee is listed.

Type	FY'23 Fees
Residential mechanical permit issuance	\$240.00
Commercial mechanical permit issuance	15% of Building Permit Fee, based on valuation of improvement.
For issuing each supplemental mechanical permit revision for which the original permit has not expired, been canceled, or finalized	\$180.00

Plumbing Permit Fees

For issuing each plumbing permit including fixtures, traps, sewers, disposal systems, interceptors, water piping and water heaters, gas piping systems, medical gas systems, swimming pools and spas, lawn sprinklers, vacuum breakers and backflow protection devices and any other appliance or piece of equipment regulated by the Uniform Plumbing Code but not classed in other appliance categories, or for which no other fee is listed in this fee schedule.

Type	FY'23 Fees
Residential plumbing permit issuance	\$240
Commercial plumbing permit issuance	15% of Building Permit Fee, based on valuation of improvement.
Residential supplemental plumbing permit issuance	Cost Recovery
Commercial supplemental plumbing permit issuance	Cost Recovery

General Development Permit & Review

Planned Land Used Permits and Fees

Amendment Request to Comprehensive Plan or Development Regulations
If approved for docketing by the City Council, the following fees apply:

Type	FY'23 Fees
Appeals (unless another fee is specifically set forth by ordinance) of land use decision. Appeal fee refunded if appellant prevails.	\$780.00
Binding Site Plan, less than 4 lots. Divide property in no more than 4 lots.	\$955.00
Binding Site Plan, more than 4 lots. Divide property in more than five lots.	\$1,535.00
Boundary Line Adjustment to change shape or size of property.	\$410.00
Conditional or Temporary use permit including Shoreline permits.	\$915.00
Review of a Critical area reasonable use exception request.	\$915.00
Design review for minor exterior remodel	\$355.00
Design review for major exterior remodel (with a Site Development Review Permit)	\$535.00
Design review for major exterior remodel (without a Site Development Review Permit)	\$875.00
Flood Hazard Area Development Permit	\$545.00
Hearing Examiner Administrative Hearings- City Fee + Hearing Examiner Hourly	\$700.00 + Cost Recovery
Impact Fee Deferral Administrative Fee, per building permit/deferral request/ per 12 months (for single family residential only)	\$1,030.00
Model Home Review Fee	\$450.00
Preliminary Review of Long Plat	\$1,940.00
Final Review of Long Plat	\$985.00

Planned Land Used Permits and Fees cont.

Type	FY'23 Fees
Short Plat - Preliminary Review	\$955.00
Short Plat - Final Review	\$495.00
Plat alteration or re-submittal	Hourly
First pre-application meeting- subsequent meetings at hourly cost (nonrefundable deposit)	\$530.00
Construction Right of Way Permit (per week)	\$325.00
Site Specific Rezone review	\$1,365.00
SEPA Environmental Checklist Non-Project Action Section D with a docket request to amend the Comprehensive Plan or Development Regulations that is not consolidated with a site-specific rezone request.	\$880.00
SEPA Environmental Checklist with an existing Land Use Permit	\$375.00
SEPA Environmental Checklist without an existing Land Use Permit	\$710.00
SEPA EIS supplemental deposit. Final fee will be based on actual costs.	\$3,000.00
Shoreline exemption permit	\$285.00
Shoreline Substantial Development Permit	\$785.00
Shoreline variance	\$1,285.00
Site plan development review, Major per CMC 15.18.160(A)	\$1,205.00
Site plan development review, Minor per CMC 15.18.160(B)	\$780.00
Street vacation	\$540.00
Variance	\$540.00
Sign permit, all allowed signs on the same application. Per application fee.	\$200.00

Engineering Permits and Fees

Type	FY'23 Fees
Alternative Calculation (Concurrency Test).	\$1420.00
Applicant-Initiated Independent Fee Calculation Review (Impact Fees)	\$1420.00

Clearing, Grading, Excavation and Filling Permits

Type	FY'23 Fees
Permit Fee	\$240.00

Drainage Permit

Type	FY'23 Fees
Non-SFR development, 2,000 sf or more of new or replaced impervious surface area	\$520.00

Inspection Fees by City Staff

Type	FY'23 Fees
Inspection by City Staff (one hour minimum)	\$165.00 per hour
Inspection by City Staff outside of normal business hours (one hour minimum)	\$250.00 per hour

Utility Extensions

Type	FY'23 Fees
Utility extension application fee- per application	\$540.00

Side Sewer Stub Service and Installation Permit Fees

Type	FY'23 Fees
Single-Family / Commercial side sewer	\$360.00
Multi-family residence side sewer (for new development, if approved for joint side sewers) + \$150 per unit	\$360.00 + 150 per unit
Side sewer and/or air vent relocation (permit issuance and inspection)	\$200.00
Complex situations, as determined by the City	Cost Recovery

Cemetery

Cemetery Fees

Type	FY'23 Fees
Interment Plot for Casket	\$2,105.00
Inurnment Plot for Urn	\$1,690.00

Burial Fees

Casket

Type	FY'23 Fees
Opening and Closing of a grave	\$1,855.00
Vault (concrete rough box) for a casket	\$740.00
Tent, lowering device, trim & chairs (required for caskets)	\$645.00

Urn

Type	FY'23 Fees
Opening and Closing of a grave for an urn	\$1,465.00
Vault (concrete rough box) for an urn	\$300.00

Burial Fees cont.

Additional Products and Services

Type	FY'23 Fees
Tent, lowering device, trim & chairs (required for casket burials, optional for urn burials)	\$820.00
Saturday Services Additional Fee - First Six (6) Hours	\$1,430.00
Overtime - Saturday Services - each additional hour or portion	\$635.00
Sunday and Holiday Services Additional Fee - First Six (6) Hours	\$2,555.00
Overtime - Sunday and Holiday Services, each additional hour or portion	\$795 per hour
Stand-by - Weekdays and Saturdays Per Hour or Portion	\$635.00
Overtime -Weekdays and Saturdays Per Hour or Portion	\$635.00

Grave Markers and Monuments

Type	FY'23 Fees
Marker/Monument Placement	\$395.00
Monument/Marker Re-setting	\$395.00
Marker/Monument	Price Varies

Impact Fees

Transportation

Type	FY'23 Fees
Single Family Development (per unit)	\$8,815.00
Multi Family, duplex, ADU (per unit)	\$5,095.00

Parks

Type	FY'23 Fees
Single Family Development (per unit)	\$4,805.00
Multi Family, duplex, (per unit)	\$3,855.00

For school impact fees, consult Riverview School District.

Solid Waste

Recology Proposed Rates

SERVICE CLASS	Service	Disposal	River Preservation Program Fee	Total Fee	
				PER PICKUP	PER MONTH
Residential Garbage and Curbside Recycling Services			-	PER PICKUP	PER MONTH
A. Residential Single Family - Monthly Collection					
1 - 35 gal Cart	\$12.17	\$2.70	\$-		\$14.87
B. Residential Single Family - Weekly Collection					
1 - 20 gal Cart	\$16.68	\$6.62	\$-		\$23.30
1 - 35 gal Cart	\$22.74	\$8.35	\$-		\$31.09
1 - 64 gal Cart	\$46.97	\$15.28	\$-		\$62.25
1 - 96 gal Cart	\$77.25	\$22.92	\$-		\$100.17
Extra(s) (32 Gallons)	\$4.65	\$1.92	\$-	\$6.57	
C. Roll Out Charges					
Distance (5-25 feet)	\$2.00			\$2.00	
Additional 25 Ft Increments	\$3.32			\$3.32	
D. Miscellaneous Service Fees					
Drive-in	\$6.64			\$6.64	
Return Trip or Special Pick-up	\$19.92			\$19.92	
Redelivery Charge	\$19.92			\$19.92	
Residential Yard Waste Services					
A. Residential Curbside Yard Waste (weekly collection)					
1 - 64 gal Cart	\$10.95				\$10.95
1 - 96 gal Cart	\$11.95				\$11.95
Cost per extra 64 gallon cart	\$10.95				\$10.95
Cost per extra 96 gallon cart	\$11.95				\$11.95
Extra can (per pickup)	\$4.98			\$4.98	
Redelivery Charge	\$19.92			\$19.92	

On-Call Bulky Waste Collection:					
Appliances (non-refrigerant)	\$59.76	\$9.86	\$-	\$69.62	
Refrigerators/Freezers	\$92.96	\$16.90	\$-	\$109.86	
Sofas	\$53.12	\$12.68	\$-	\$65.80	
Chairs	\$59.76	\$5.64	\$-	\$65.40	
Mattress or Box Springs	\$59.76	\$5.64	\$-	\$65.40	
Tires: Auto/Light Truck	\$26.56	\$1.40	\$-	\$27.96	
Bus/Heavy Truck	\$33.20	\$4.23	\$-	\$37.43	
Add'l for Rims or Wheels	\$19.92		\$-	\$19.92	
Miscellaneous, per cubic yard	\$53.12	\$7.04	\$-	\$60.16	
Temporary Container Service:					
Temp. 2 Yard Container	\$73.04	\$20.36	\$-	\$93.40	
Daily Rent	\$1.32			\$1.32	
Delivery Fee	\$53.12			\$53.12	
Temp. 4 Yard Container	\$112.88	\$40.70	\$-	\$153.58	
Daily Rent	\$1.32			\$1.32	
Delivery Fee	\$53.12			\$53.12	
Temp. 6 Yard Container	\$132.80	\$61.05	\$-	\$193.85	
Daily Rent	\$1.32			\$1.32	
Delivery Fee	\$53.12			\$53.12	
Commercial/Multi-Family Services					
A. Weekly Cart Service					
1 - 35 gal Cart	\$23.09	\$8.35	\$-		\$31.44
1 - 64 gal Cart	\$48.99	\$15.28	\$-		\$64.27
1 - 96 gal Cart	\$80.72	\$22.92	\$-		\$103.64
B. Container Service - Loose - per month					
1 Yard	\$117.82	\$44.07	\$-		\$161.89
1.5 Yard	\$169.76	\$66.10	\$-		\$235.86
2 Yard	\$217.08	\$88.11	\$-		\$305.19
3 Yard	\$311.70	\$132.18	\$-		\$443.88
4 Yard	\$397.05	\$176.23	\$-		\$573.28
6 Yard	\$567.74	\$264.34	\$-		\$832.08
8 Yard	\$719.87	\$352.46	\$-		\$1,072.33

Commercial/Multifamily Yard Debris					
1 96 Gallon Cart, weekly collection	\$11.95				\$11.95
1 2 cubic yard container, weekly	\$166.01				\$166.01
1 extra cubic yard	\$26.56			\$26.56	
Commercial Services (cont.)					
C. Miscellaneous Service Fees					
Special pickup or return trips	\$26.56			\$26.56	
Container rollouts (per 10 ft. increments)	\$3.98			\$3.98	
Unlocking lids	\$3.98			\$3.98	
Opening gates	\$3.98			\$3.98	
Extra Uncompacted Cubic Yard/Pickup	\$19.92	\$10.18	\$-	\$30.10	
Drop Box Collection Services					
A. Delivery Fees					
Initial Delivery and Setup	\$79.68			\$79.68	
Swap box delivery	\$79.68			\$79.68	
B. Hauling Fees					
20 yd container - Permanent	\$332.01			\$332.01	
30 yd container - Permanent	\$332.01			\$332.01	
40 yd container - Permanent	\$332.01			\$332.01	
20 yd container - Temporary	\$332.01			\$332.01	
30 yd container - Temporary	\$332.01			\$332.01	
40 yd container - Temporary	\$332.01			\$332.01	
C. Rental Fees					
20 yd container - Permanent	\$53.12				\$53.12
30 yd container - Permanent	\$66.40				\$66.40
40 yd container - Permanent	\$79.68				\$79.68
20 yd container - Temporary (per day)	\$2.66			\$2.66	
30 yd container - Temporary (per day)	\$2.66			\$2.66	
40 yd container - Temporary (per day)	\$2.66			\$2.66	

City Special Drop-off Collection Events					
A. Truck and Driver/handler (per hour)	\$132.80			\$132.80	
B. Hauling Charges					
20 yd container - Temporary	\$332.01			\$332.01	
30 yd container - Temporary	\$332.01			\$332.01	
40 yd container - Temporary	\$332.01			\$332.01	
C. Rental Fees					
20 yd container - Temporary (per day)	\$2.66			\$2.66	
30 yd container - Temporary (per day)	\$2.66			\$2.66	
40 yd container - Temporary (per day)	\$2.66			\$2.66	

Event Fees

Fee Type	FY'23 Fees
Reservation of all City- owned facilities / closure of PROW: weekends per day	\$230.00
Reservation of all City-owned facilities / closure of PROW weekdays per day	\$160.00
Food Trucks (up to 3 consecutive days)	\$85.00
City Labor (as available)	\$80.00 minimum
Transient Merchants: no more than 3 days in a calendar year	\$15.00 per day
City Grill per event (4 hrs)	\$150.00

Miscellaneous Fees

Business Licenses

Fee Type	FY'23 Fees
Business License per location	\$75.00
Temporary Business License per location	\$75.00

Service Calls

Fee Type	FY'23 Fees
Service Call and water shut offs and turn-ons- During regular hours	\$80.00 per hour
Service Call and water shut offs and turn ons- After regular hours	\$120.00 per hour

Hourly Rates

Hourly Rates	FY'23 Fees
City Planner	\$85.00 per hour
Permit Tech	\$85.00 per hour
Accounting Tech/ Administrative	\$75.00 per hour
CED Supervisor/Lead	\$80.00 per hour
Maintenance Worker	\$80.00 per hour



CARNATION CITY COUNCIL AGENDA Regular Meeting

Mayor Jim Ribail, Deputy Mayor Tim Harris, Ryan Burrell, Dustin Green, Adair Hawkins

DATE: April 18th, 2023

TIME: 6:00 PM

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

Meeting ID: 976 1525 3648

Passcode: 894903

Dial by Location: (253) 215 - 8782

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

1. **CALL TO ORDER:** Mayor Jim Ribail
 2. **PLEDGE OF ALLEGIANCE:** Councilmember Dustin Green
 3. **ROLL CALL:** City Clerk Lora Wilmes
 4. **APPROVAL OF AGENDA:** Mayor and Council
 5. **EXECUTIVE SESSION:**

 6. **CONSENT AGENDA:**
 - a) Approval of Minutes for the following date(s):
 - i. Regular Session: April 4th, 2023
 - b) Approval of Claims in the following amount(s):
 - i. \$

 7. **COUNCIL REPORTS AND REQUESTS:**

 8. **STAFF REPORTS:**
 - a) City Manager's Office - City Manager Ana Cortez
 - b) Community Economic Development Update - CED Principal Rhonda Ender
 - c) Sheriff's Office – Report for Quarter 1

 9. **PUBLIC HEARING:**
-

- a) Definition of an Alley

10. 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 shall be limited to three minutes. Group comments shall be limited to five minutes.*

11. PRESENTATIONS:

12. AGENDA BILLS:

- a) AB23-XX - Chapter 10.12 Parking Violations
- b) AB23-XX - Code Amendment – Temporary Business License
- c) AB23-XX - Code Amendment – Electric Vehicles
- d) AB23-XX - Budget Amendment – Interfund Transfers
- e) AB23-XX - 2023 Fee Schedule Amendment

13. DISCUSSION ITEMS:

14. FUTURE AGENDAS:

- a) Tentative agenda for the meeting of May 2nd, 2023
- b) Tentative agenda for the meeting of May 16th, 2023

15. ADJOURNMENT: Mayor Jim Ribail





CARNATION CITY COUNCIL AGENDA Regular Meeting

Mayor Jim Ribail, Deputy Mayor Tim Harris, Ryan Burrell, Dustin Green, Adair Hawkins

DATE: May 2nd, 2023

TIME: 6:00 PM

JOIN ONLINE VIA ZOOM: <http://bit.ly/3BbmBBu>

Meeting ID: 983 3856 5355

Passcode: 970731

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 Jim Ribail
2. **PLEDGE OF ALLEGIANCE:** Deputy Mayor Tim Harris
3. **ROLL CALL:** City Clerk Lora Wilmes
4. **APPROVAL OF AGENDA:** Mayor and Council
5. **EXECUTIVE SESSION:**

6. **CONSENT AGENDA:**
 - a) Approval of Minutes for the following date(s):
 - i. Regular Session: April 18th, 2023
 - b) Approval of Claims in the following amount(s):
 - i. \$
 - c) Approval of Payroll for the following pay period(s):
 - i. March 20th, 2023 - April 2nd, 2023
 - ii. April 3rd, 2023 - April 16th, 2023

7. **COUNCIL REPORTS AND REQUESTS:**

8. **STAFF REPORTS:**
 - a) City Manager's Office - City Manager Ana Cortez

- b) Capital Improvement Project Update – Administrative Services Manager
Lora Wilmes

9. 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 shall be limited to three minutes. Group comments shall be limited to five minutes.*

10. PRESENTATIONS:

- a) Tolt Siren Update - Sheila Strehle, Seattle Public Utilities

11. AGENDA BILLS:

- a) AB23-XX

12. DISCUSSION ITEMS:

13. FUTURE AGENDAS:

- a) Tentative agenda for the meeting of May 16th, 2023
- b) Tentative agenda for the meeting of June 6th, 2023

14. ADJOURNMENT: Mayor Jim Ribail

