



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 (p. 3)
 - b) Approval of Claims in the following amount(s):
 - i. Batch #1 - \$86,499.99 (p. 37)
 - ii. Batch #2 - \$10,246.80 (p. 38)
 - iii. Batch #3 - \$1,298.15 (p. 39)
 - iv. Batch #4 - \$77,306.50 (p. 40)

 7. **COUNCIL REPORTS AND REQUESTS**

 8. **STAFF REPORTS:**
 - a) Community Economic Development Department Report - CED Principal Rhonda Ender
-

- b) Capital Improvement Projects / Administrative Services Department Report - Administrative Services Manager Lora Wilmes
- c) City Manager's Office Report - City Manager Ana Cortez
- d) Sheriff's Office Quarter 1 Report - King County Sheriff's Deputy Bruce Matthews

PUBLIC HEARING: (p. 41)

The proposed definition (which has already been updated in the current edition of the Carnation Street and Storm Sewer Standards) is as follows:

"Alley" is a public or private way, at the rear or side of property, permanently reserved as a means of vehicular or pedestrian access to a property.

The prior definition:

"Alley" means a public highway not designed for general travel and used primarily as a means of access to the rear of residences and business establishments.

- 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) Harvold Property Annexation - Ron Branch, Branch Marketing Group

11. AGENDA BILLS:

- a) AB23-38 Parking Violations (p. 42)
- b) AB23-48 2023 Fee Schedule - Amendment #1 (p. 45)
- c) AB23-49 Entering into a contract with Benjamin Asphalt (p. 70)
- d) AB23-50 Set date for HAP Public Hearing (p. 87)
- e) AB23-51 Consultant Agreement (p. 88)

12. DISCUSSION ITEMS:

13. FUTURE AGENDAS:

- a) Tentative agenda for the meeting of May 2nd, 2023 (p. 103)
- b) Tentative agenda for the meeting of May 16th, 2023 (p. 106)

14. ADJOURNMENT: Mayor Jim Ribail





CARNATION CITY COUNCIL AGENDA Regular Meeting Minutes 04.04.23

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:** Councilmember Ryan Burrell
3. **ROLL CALL:** City Clerk Lora Wilmes
Present: Councilmember Hawkins (via Zoom), 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 AGENDA.

MOTION BY DEPUTY MAYOR HARRIS TO MOVE AB23-38 TO THE "DISCUSSION ITEMS" SECTION OF THE AGENDA.

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

5. **EXECUTIVE SESSION:** NONE
6. **CONSENT AGENDA:**
 - a) Approval of Minutes for the following date(s):
 - i. Regular Session: March 21st, 2023
 - b) Approval of Claims in the following amount(s):
 - i. \$275,123.47
 - c) Approval of Payroll for the following pay period(s):
 - i. February 20th, 2023 – March 5th, 2023
 - ii. March 6th, 2023 – March 19th, 2023

MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL TO APPROVE THE CONSENT AGENDA. MOTION PASSED (5-0)

7. COUNCIL REPORTS AND REQUESTS

Councilmember Hawkins

- Actively working to coordinate round-about funding on SR 203, not in City limits
- Met with the Economic Development Committee about code violation enforcement.
- Thank Sidd Rao from City Staff for working on technical problems.
- Mentioned Sno-Valley Transportation has small busses with low staffing.

Councilmember Burrell

- Thanked Chamber of Commerce for putting on the Easter Egg Hunt at Tolt Commons
 - Came early to assist with set-up, Chamber was well organized.
- Thanked the public Works department and CED Principal Rhonda Ender for working on Yoshimura property.
 - Blocks facing Tolt Avenue have been removed.
- Mentioned that Pete's Pour house is set to open about mid-April.
- Reached out to King County to trim up vegetation northbound on SR 203 for increased visibility.

Councilmember Green

- Attended Carnation Easter Egg Hunt on April 1st.
 - Lots of families, the new venue at Tolt Commons worked well.
 - The revitalization of the Chamber comes with the goal of boosting business.
 - Events were held at Bear and Bee Books and Miller's
 - Councilmember Green's Wife Debbie Green is President of the Chamber of Commerce
- Attended Carnation Farm's Open House
 - Revitalizing to be an event space - has hospitality options for weddings.
 - There is a possibility of a shuttle for tourism.

Deputy Mayor Harris

- Addressed the complaints regarding E Bird street.
 - City Manager Cortez and Public Works department handling standing water.
- Construction has begun at the O.W. Hollowell & Associates law office, happy City Staff is on top of everything
- Attended Mental Health Levy Meeting hosted by King County Councilmember Sarah Perry

- Levy money must fund 5 crisis care centers, 111 residential beds, and increase representation and size of mental health workforce.
- Looking for Cities to propose locations for crisis care centers.
- 40% of the levy proceeds go to building costs.
- King County is not looking to change the threshold for involuntary care, taking a preventative stance.
- Met with Head of King county road division, department of Local Services
 - Had Discussions regarding Tolt Hill bridge and Mainvue Housing Development
 - The washout under the road caused Tolt Hill Bridge shoulder closure.
- F&O Update
 - The last set of Audited books was in 2020.
 - Continued report under the AB23-44 portion of Agenda.

Mayor Ribail

- Met with Amy Biggs from Sno-Valley Transportation on March 27th.
 - In the past, there were routes from 5:00 A.M. – 9:00 A.M. and 4:00 P.M. – 6:00 P.M.
 - Had smaller buses with large ridership.
 - Had discussions about King County Metro Services
- Met with King County Flood Advisory Board on March 29th.
 - Allocating funds differently
 - North Bend Mayor Rob McFarland is concerned, meeting with King County Councilmember Sarah Perry
- Attended Carnation Chamber Easter Hunt on April 1st.
- Attended Carnation Farms Open House on April 2nd to help foster connection between the City of Carnation and Carnation Farms
 - Discussed farm to table concept.
 - Carnation Farms will start hosting music - first concert is an American idol winner.
 - Met with Terry Morgan, of Modern Enterprises.
 - Helped to reopen Showbox SODO in Seattle
 - Worked with James Brown, The Ramones, and others.
 - Creator of the Borealis Light Festival - may do this out of Carnation Farms.
- Attended a Mayor's meeting with City of North Bend and City of Snoqualmie
 - Mayors wants Amy Biggs to come up with a plan to increase services and present to King County. Discussed connections into Redmond and Issaquah

- Conducted a Facility Charges discussion, reported that the other two Cities are along the same lines.
- All cities at the meeting lost the Port of Seattle Grant this year due to lack of data.
- King County now has a Department of Local Services
- Addressed the Farmer's Market moving locations.
 - Went to press without addressing inaccuracies, Public Information Officer Ashlyn Farnworth got a chance to respond in the online version.
 - Read aloud a letter to the Farmer's Market Board – *Submitted as an Attachment in Minutes*
 - Farmer's Market entered into a Contract with King County
 - Shared that he grew up in Yakima and sold in farmers markets.
 - Commons area owned by residents of Carnation.
 - Mayor Ribail's Response - *Submitted as an Attachment in Minutes.*
 - Contract – *Submitted as an Attachment in Minutes*
 - Directed residents to the December 20th meeting on the website to view the meeting with the Farmer's Market Board

8. STAFF REPORTS:

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

CED Principal Rhonda Ender

- Anticipating mid-April for Pour house Pete's, awaiting a liquor permit
 - Not waiting on the City in any way
- The Workshop space is now up for lease, met with the leasing person.
- Little yellow house next to Dance Studio up for rent
- Ignite Dance is planning Summer Camps and more Parent Night Out events,
 - Reported good interactions with City, wanted to pass along their thanks.
- Economic Development Committee discussed potential uses for the parking lot next to Big Block Brewing
 - Potential for permanent carts for vendors to reserve in order to assist small businesses who can't have brick and mortar shops.
- Code enforcement – people have been cooperative and compliant.
 - There is no longer an RV and a boat stored next door to City Hall
- Planning and Parks retreat took place on March 28th.
 - Trial period with both groups, people commented that it makes more sense to have decisions be made together.
 - Received Parks Grant funding, activating Tolt Commons
 - Working on Comprehensive Plan

- Attended Carnation Farms Open House
 - Evacuation Hill Property
 - The property is 2.6 acres in size.
 - The City is interested in moving forward, recognizes property has value.
 - The survey will be paid for by the prospective buyer.
 - Mayor Ribail mentioned that this is a small Parcel, not buildable, and the prospective buyer wants to put his goats on it
 - Councilmember Green mentions there is no impact to evacuation site.
 - Councilmember Burrell mentions that it is land- locked by other properties and will remain a rural piece of property.
 - Councilmember Hawkins says as lead of the Safety Committee, is pro-goat.
- b) Capital Improvement Project Update – Administrative Services Manager Lora Wilmes
- Surveying for projects will start this week and the following. Will be followed up by design.
 - Gray and Osborne is contracted to start work on Bird Street, Brumbaugh watermain, Entwistle Street, and McKinley Avenue on April 18th.
 - Finding funding opportunities for 2024 and 2025 CIPS
 - Emergency Operations Center on track
 - Permit reviews are being done through the Community Economic Development department.
 - Going out to bid in a few weeks. Will open bids in May.
 - McKinley Apartments being on the market will not delay any projects.
 - City Manager Ana Cortez mentions she is in contact with King County Housing Authority
 - The goal of the authority is to protect affordability and assign responsibility for upkeep.
- c) Schefer Property FAQ – Public Information Officer Ashlyn Farnworth
- P.I.O. Farnworth read the Schefer Property Frequently Asked Questions document aloud to the Council.

City Manager Cortez

- The City is partnering with Carnation Starbucks for Earth Day on Saturday April 22nd.
- Working on Department of Retirement Systems ongoing audits,
 - Unearthing potential liabilities, reporting hours NOT compensation
- Working on the 2023 Budget
 - Publicly thanked Maria Pena for jumping in to help after the City's longtime treasurer resigned.

- Pena convinced City Manager Cortez to leave the Vision Accounting system and go to Springbrook.

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.”

Mayor Ribail Opens Public Hearing at 7:07 P.M.
Mayor Ribail Closes Public Hearing at 7:08 P.M.

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.*

Sally and Margaret wish to have more information about the proposed changes

11. PRESENTATIONS:

- a) Online Billing Demonstration – Administrative Services Manager, Lora Wilmes
- The City is no longer working with Invoice Cloud
 - If an account is delinquent, the City of Carnation will notify the account holder via snail mail or door hangers for utility shut offs.
 - Urged public to disregard all emails from Invoice Cloud
 - Xpress Pay is compatible with Springbrook, the City’s new accounting system.
 - Bagels and Billing events scheduled for April 11th 3:00 P.M. – 5:00 P.M. and April 14 10:00 A.M. – 12:00 P.M.
 - Opportunity for residents to get sign-up help.
 - Wilmes did a demonstration to show how to enroll in Xpress Pay

12. AGENDA BILLS:

- a) AB23-13 Motion: Public Works Board Loan
MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER GREEN. MOTION PASSED (5-0).
- b) AB23-42 Motion: Recology – Wildlife Resistant Cans

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

c) AB23-43 Ordinance: Amendment CMC 10.12.030 AND 10.12.31 Parking
Proposed language changes submitted as an attachment in the minutes.
MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED (5-0).

d) AB23-44 Ordinance: Amendment to Fund Balance 2022
F&O Committee Reports Out:

- Prior CFO Nitish Sharma reported to the state what was in the accounting system.
- Next agenda bill will show accounting transfers to get fund balances.
- Thanked City Manager Ana Cortez prior Deputy City Manager Nitish Sharma, Jeff Balentine, and Maria Pena for their work.

MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER GREEN. MOTION PASSED (5-0).

e) AB23-45 Ordinance: Creation of Utility Tax
MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL. COUNCILMEMBERS BURRELL, HARRIS HAWKINS, AND RIBAIL IN FAVOR. COUNCILMEMBER GREEN OPPOSED. MOTION PASSED (4-0).

f) AB23-46 Motion: Lease Agreement: VB BTS II, LLC. (Cell Tower)
MOTION BY DEPUTY MAYOR HARRIS. SECOND BY COUNCILMEMBER GREEN. MOTION PASSED (5-0)

g) AB23-47 Motion: Accept Grant for Comprehensive Plan Updates
MOTION BY COUNCILMEMBER HAWKINS. SECOND BY DEPUTY MAYOR GREEN. MOTION PASSED (5-0).

13. DISCUSSION ITEMS:

- a) Fee Schedule
The Council Reviewed the 2023 Fee Schedule Document and offered feedback.
- MOTION TO RECONSIDER AB23-38 NEXT MEETING BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED (5-0)
 - Fundraiser for DECA, May 13th Pickleball Mayor

14. FUTURE AGENDAS:

- a) Tentative agenda for the meeting of April 18th, 2023
- b) Tentative agenda for the meeting of May 2nd, 2023

15. ADJOURNMENT: Mayor Jim Ribail

At: 9:19 P.M.

Approved at the regular meeting of the Carnation City Council on April 18th, 2023.

MAYOR JIM RIBAIL

CITY CLERK LORA WILMES



CFM Board,

I'm writing about rumors the CFM Board has been spreading to the community. I'm disappointed and do not understand the motivation behind it. Several people asked me, "why did we not support the Famers Market this year" I was surprised. I told them, "it was their choice to go to Tolt MacDonlad park, and I hope they come back. We were going to offer them free space and storage during the market season, but they wanted to move because of construction, I guess."

Then someone forwarded me the CFM Board's newsletter, and I understood why people were asking the question. When we had our meeting in December, we agreed that we would have our retreat in early January, and we would decide on use fees at that time. In that meeting, every Councilmember stressed their support for the CFM. Several of us said we want to find a way to make it free or at minimal cost to CFM. The other disheartening aspect of that meeting is we all agreed that we needed better communication. Both parties pledged to do a better job of that in the future.

We were never contacted by anyone from the CFM about what came out of our retreat. We were never asked for a new contract, fees, or storage. How we learned about the CFM moving was a Facebook post. I assumed that the main reason was the building of City Hall. But the messaging from the board has shifted to insinuate that the city refused to work with the CFM, and your social media comments claim, essentially, that our December meeting never happened. The statement below is from your newsletter and a social media comment.

We became fully independent at the beginning of 2022, and at that time lost our rights to use the Shelter. With that came new use fees, loss of use of the onsite storage, and other changes to the site that impacted our vendors. At this time, we have not been able to gain a use agreement with the City of Carnation, which creates an unstable situation for our beloved community farmers market.

No sponsorship offer was made the Carnation Farmers Market by the City. While that may have been your intention, nothing was communicated to anyone on our Board of Directors regarding a sponsorship offer.

There was no outreach by the CFM to secure a contract after our retreat. There was no communication that the CFM had decided to move for any reason. We were blindsided by the decision and continue to be blindsided by the messaging of the CFM Board.

I hope we can have a better working relationship in the future. One that can see both sides of a situation and come together in a productive outcome.

Jim Ribail

I then requested the agreement from King County Parks and the CFM. After reading it, it was very disconcerting for me. Instead of coming back to Tolt Commons and asking us what we decided the CFM entered into an agreement that was far more expensive even if we actually charged them our full rate....which we were not going to do. Plus I have heard that our contract was long and cumbersome. This is a 20 page contract that calls out far more than we did or ever would ask for. Here are some of the details.

\$250 per Event

Additional County fees for clean up (to be determined)

The host must provide security and provide a security plan

Host must provide at least 1 EMT at all times the event is open

Sound mitigation and response plan SLM reading should not exceed 90DBA at 100ft, 95 at fifty, 97 at 35ft

The host shall refer to the Site in all printed, radio, TV, audio, video and internet and all other media as "King County's Tolt-MacDonald Park"

So \$3,000 to have the CFM plus all the other requirements. A simple call after our retreat the charge would have been zero.

Dear Mayor Ribail,

Thank you for your email. We would like to start by saying we have dogged determination to be in sync with the City and we are not spreading rumors. Leaving Tolt Commons was not a decision we took lightly, and we wanted to concisely inform our shoppers why we made this controversial decision. In our publicity, our Board exercised tremendous restraint by omitting details about the numerous incidents of mistreatment that our volunteers and vendors have had to endure from the City over the last two years, some of which you may not be aware of. In the following paragraphs, we would like to work toward a mutual understanding and resolution of recent public statements made by City officials that are not accurate, as well as clarify and substantiate some of our statements that have caused concern with you and your fellow council members.

First of all, we do want to point out that we did indeed inform you of our decision to move the farmers market this season on the morning of Friday, February 10 with an email to the entire city council titled "Update About Carnation Farmers Market 2023 Season". We, CFM board members, all agreed that it was important to inform the City Council directly before informing the public. We will forward that email to you following this one. The social media post was sent out on February 12. This is not the first time overlooked emails have worsened tensions, as the lack of response to our September 4th email to you and Dustin with the subject line "Meeting Request With Carnation Farmers Market" gave the impression that you were unwilling to meet. We believe these oversights were probably not intentional, and we will make a stronger effort to follow up on future email communications with you.

We were left feeling uneasy after the December 20 council meeting after getting the impression that no adjustments would be made during City Hall construction to mitigate impacts to the Market. In addition, very little reassurance was given when our Board asked how the City would inform Market organizers about these impacts from week to week. Furthermore, you said that City Manager Cortez would be the one in charge of creating the use agreement.

On September 4th, an email was sent to you and Councilmember Green from our Board with the subject line "Meeting Request With Carnation Farmers Market", requesting a meeting to discuss the manner in which CFM was forced to vacate the Tolt Commons shelter. No one from CFM received a reply to the Sept 4th email until we eventually brought up the issue again.

To add context, City Manager Cortez initially introduced herself to CFM with an email to Executive Director Lindsay Gilliam requesting that CFM vacate the Tolt Commons Shelter. In the ensuing months, City Manager Cortez rescinded the order to vacate (on May 13th), then reinstated it (on August 2nd), provided contradictory and changing instructions, and refused to say what date to have the shelter vacated, despite multiple polite requests for a formal move-out notice. Finally on August 29th, the day before the last farmers market of the season, City Manager Cortez emailed that we must vacate the shelter "by September 1",

which was less than 48 hours notice. CFM volunteers arrived early on August 31st to comply with the order. At that time, CFM's volunteers saw that the farmers market's equipment had been moved haphazardly without our consent, even though we were in compliance with City Manager Cortez's directive. One of CFM's board members overheard staff questioning the manner in which our items should be handled, and City Manager Cortez instructed them to "just toss it over there". Another board member asked those City staff members, Brian and Jeremiah, who had told them to move the equipment, and they both said that City Manager Cortez instructed them to do so. At one point, realizing that CFM volunteers were present and observing, readying to move the contents out, without stopping a cellphone conversation, City Manager Cortez asked the volunteers to come back later in the day because "important people" were arriving for the ribbon cutting ceremony. Because of the suddenness of the move-out directive, we had not planned any alternate times for moving, so our volunteers hustled the equipment out the door and offsite, despite the added obstruction of CFM's equipment having been piled against one of the shelter doors.

In November, when we read that City Manager Cortez had a performance review coming up on November 15, we sent an email from our Board to you and the four other councilmembers with the subject line "Ana Cortez Evaluation Feedback from Carnation Farmers Market", informing you of our difficulties working with City Manager Cortez, citing problems with scheduling meetings and the incident where CFM's equipment was moved without our consent, and expressing a willingness to work cooperatively with the City.

You emailed the CFM Board and said you had a conversation with City Manager Cortez about this on November 17th, and you sent an email to her, cc'ing the CFM Board, on November 19 asking her to arrange a meeting between the CFM Board and the full Council.

After two weeks, we still had not heard anything, so on December 3, we emailed you, Council, and Ana requesting a meeting before the end of the year and asked if you could propose some possible meeting times. We settled on December 20 and had a positive discussion at the Council meeting, but City Manager Cortez did not engage with anyone, except when one of our board members went out of the way to kindly make a personal introduction after the presentation and Q&A session. Other than that, the last time City Manager Cortez had any type of interaction with anyone from CFM was on August 2.

Our Board has done our very best to be understanding, professional, fair, and accommodating in all our interactions with City staff and City Council. In our attempts to talk to City Manager Cortez about her approach, we have been respectful, positive, and consistently expressed the desire to meet and come to a mutually beneficial resolution in a timely manner. City Manager Cortez's refusal to meet or talk with our team demonstrates that this respect has not been reciprocated. So when you told us that she would be the one in charge of creating the use agreement with CFM, despite the troubling experiences we shared with you and the rest of Council, we felt dismissed and apprehensive.

As far as reaching out to find out what was discovered at your retreat, we thought you or someone with the City would be letting us know right after your decision. We let you know at our December meeting that we had big decisions to make and work to be done to get ready for the 2023 season. It was critical for us to know where the market would be operating six months or more prior to the start of the market (which is June this season). It was imperative to have a market location, as we needed to apply for grants and permits, inform vendors, and also advertise in advance about the market. Not knowing how much we would be charged and not having a use agreement created great uncertainty for our organization.

When you take into account all these factors, you can imagine why we decided to relocate. The fact of the matter is that we are running a business. And the unstable situation we were in forced us to pursue alternate locations. We were fortunate to find a willing partner in King County Parks. They were encouraging of our work, very responsive, and able to create a use agreement shortly after our inquiry, after the City failed to do so for over 9 months. As much as it pains us to leave a space that was, for many, synonymous with the farmers market itself, we had to make this choice to ensure the Market's stability, so that we can continue to serve local residents, farmers, artists, families, children, and all the other people who depend on the market for their health and livelihood.

While we believe that what you say and write is generally in good faith, it's important that we clear up some miscommunications regarding Councilmember Harris's Facebook post from March 28 that stated "The Carnation Farmer's Market chose to forego the city's offer of full sponsorship and instead chose to relocate their event to Tolt MacDonald Park". While we acknowledge that council members expressed support for CFM and you gave assurance that the City would work out a "substantial reduction in fees" at the upcoming Council retreat on January 21, no official offer was ever extended to our Board of Directors.

An offer is a legally binding outreach effort, and it requires clear communication and follow-through. It's important to recognize that the onus to initiate contact is on the party making the offer. And after so many broken promises, communication failures, and lack of follow-through (e.g. promises that Carnation Farmers Market would be featured on one of the new banners in the CBD, Councilmember Hawkins telling us that the City would purchase CFM vouchers and give them away at National Night Out last year, our ten or more requests for meetings with the City that fell through the cracks between April and September last year), we weren't optimistic.

At the December 20 Council meeting, our Board expressed repeatedly that we need to know what to expect for 2023 as soon as possible, and that the Market's success depends on it. We were not contacted until January 31 - ten days after the Board retreat - when Ashlyn sent an email to our board - not to extend an offer, but to "coordinate the dates for the Farmer's Market", and saying, "one date conflict the City has on our end is National Night Out. We will be reserving the Shelter area on August 1st for this event".

We appreciate your suggestion that it would have been easy to contact the city before our decision was made, but it's important to note that an offer is not a hypothetical suggestion.

It's a concrete proposal that requires direct communication. We would like to clarify that Tim's statement about the farmers market choosing to forego the city's offer of full sponsorship is false. There was no offer made to us by the city, and it's important to recognize that an offer cannot be refused if it was never offered in the first place.

One of the major factors that has caused us to end up in this situation is the lack of initiative on the part of individual councilmembers and staff. For the last several years, a defining characteristic of the City's attitude toward our organization is that of passing the buck. We hear individual council members expressing support for our work, but when it comes to follow-through, the assumption seems to be that it's someone else's responsibility. We do appreciate that you took the initiative to set up a meeting with us in December once we caught your attention. But by then, we had been trying to secure a use agreement with the City for over 8 months, and the clock was ticking.

One final thing that bears mentioning is that due to the installation of boulders, a sprinkler system, and other site changes that were done without CFM being consulted or informed, the Tolt Commons site cannot be utilized to operate a farmers market in the same way it was before. Access and use of vendor stall spaces under the shelter and on the lawn is impacted by the presence of new obstructions, which is an inconvenience, with an especially negative impact on mobility-challenged vendors who may have extra trouble with accessing, loading, and unloading from their vendor stalls. Additionally, these obstructions are a liability and a tripping hazard, particularly for vision-impaired individuals and children, and introduce various additional limitations on how the space can be used. Vendors made unsolicited complaints to our Market Manager at the end of last season, and to consider returning to Tolt Commons, we must address these issues.

We are dedicated to having good communication and strive to do better. Please reach out to us at the end of market season, or we will reach out to you, to discuss the possibility of operating at Tolt Commons for future seasons. We will be sure to clarify things in our next newsletter, and will present the facts in a way that acknowledges the good work you and your fellow council members do for the community.

Today is the fifth anniversary of the death of Lee Grumman, who was a dear friend of many of our board members, volunteers, and countless community members whose lives she touched. One of the remarkable things about Lee is that she could bring people together no matter what sort of disagreements or differing perspectives were at play. We hope that we can all honor the spirit of her life's work by putting this animosity behind us and moving forward in a positive direction for the benefit of our whole community.

Thank you,
CFM Board of Directors

SPECIAL USE AGREEMENT
BETWEEN KING COUNTY PARKS AND RECREATION DIVISION AND
CARNATION FARMERS MARKET

THIS SPECIAL USE AGREEMENT ("Agreement") is made and entered into by and between the Parks and Recreation Division of the Department of Natural Resources and Parks of King County, a home rule charter county and political subdivision of the State of Washington ("County"), and Carnation Farmers Market ("Host"), a Washington non-profit corporation registered in the State of Washington under UBI #604744105, with offices located at 8014 361st Ave NE, Carnation, WA 98014.

BACKGROUND

- A. Host desires to secure an event site for the Farmers Market ("Event"), scheduled for dates in June, July and August 2023.
- B. The County owns certain property, called Tolt-MacDonald Park, located at 31020 Northeast 40th Street, Carnation, King County, Washington, ("Site") that can serve as the Event site.
- C. The County issued a "tentative" Facility Use Permit Contract #R7403 to Host in order to reserve the site within the County's Active Network reservation system. Finalization of Host's "tentative" Permit is conditioned on execution of a Special Use Agreement.
- D. King County Code §7.12.050 authorizes the County to issue Special Use Permits. Together, the Facility Use Permit and this Agreement constitute a Special Use Permit.
- E. NOW, THEREFORE, the County and Host enter into this Agreement to provide an Event site and related facilities under the following terms and conditions.

ARTICLE ONE – AGREEMENT TERM, FEES, AND DELIVERABLES

- 1.1 **Term.** The term of this Agreement, and the specific period during which Host may use the Site for the Event, including the time(s) and date(s) for move-in/out, are as follows:

	DATE(S)	TIME / Pacific Day Time
Overall Term	June 6 – August 29, 2023	N/A
Begin Move-in	Day of Event date	No earlier than 12:00 p.m.
Event Day(s) & Times	Tuesday, June 6, 2023 Tuesday, June 13, 2023 Tuesday, June 20, 2023 Tuesday, June 27, 2023 Tuesday, July 11, 2023 Tuesday, July 18, 2023 Tuesday, July 25, 2023 Tuesday, August 1, 2023 Tuesday, August 8, 2023 Tuesday, August 15, 2023 Tuesday, August 22, 2023 Tuesday, August 29, 2023	12:00 p.m. – 8:00 p.m.
Conclude Move-out	Day of Event date	No later than 8:00pm

1.2 Event Fee(s). Host shall pay to the County the following fees:

FEE TYPE	AMOUNT	DUE ON DATE
Facility Use	\$250 per Event date	1 st Payment Installment – July 21, 2023 Final Payment Installment - September 15, 2023
Restoration Deposit	\$500 (refundable; see §2.7)	May 1, 2023
County Services	Variable; see §1.3	30 days after invoice receipt
Late Fee	1.0% per month	Due on payment; see §1.4

1.3 Fees for Additional County Services and Other Items. Upon timely request by Host and approval of the Director of the Parks and Recreation Division (“Director”), the County may provide reasonable additional services, materials, or labor in support of the Event. Host shall reimburse the County, at full union rates, for the County's actual cost to provide any additional services, materials, or labor to Host beyond those specified in the joint staffing plan, including, but not limited to additional costs related to: Site preparation, Site clean-up, waste disposal, removal of Host’s property, or restoration of Site. Host shall pay the County for all such additional costs within thirty (30) days of receipt of an invoice from the County, which invoice the County shall transmit to Host no later than thirty (30) days after the end of the Term.

1.4 Late Fee. The County shall assess Host a late payment fee of one percent (1.0%) per month until Host pays any balance remaining after the date a fee is due.

1.5 Deliverable Documents. Host shall deliver the following documents to the County no later than the specified date:

DELIVERABLES (Attachment)	DUE BY	REFERENCE
Schedule of Activities (A)	April 3, 2023	§ 2.1
Site Plan (A)		§ 2.2/§ 2.4
Signage, media collateral, advertising (A)		§ 3.1
Utilities Plan (A)		§ 3.4
Portable Restroom Plan (A)		§ 3.5
Waste Disposal Plan (A)		§ 3.6
Joint Staffing Plan (B)		§ 3.7
Site Condition Release Form (B)		§ 2.7
Sound Mitigation and Response Plan (B)		§ 3.3
Security Plan (A)		§ 3.8
Registered Agent; Authority to do Business (A)		§ 8.2
Insurance Documentation (C)		Attachment C
Event Sanctioning (if applicable) (C)		Attachment C
Permits(s), License(s), Proof of Fire/Safety Inspection, etc. (where applicable)	Provide on request	§ 2.4, 3.2, 5.1, 9.7

ARTICLE TWO—SCOPE OF EVENT AND SITE USE

- 2.1 Scope of Event. Host will use the Site to present the Event. The anticipated attendance is an average of One Thousand (1,000) participants over the course of the Event and One-Hundred (100) vehicles. All the activities comprising the Event shall be identified in a Schedule of Activities, which shall be provided by Host to the County on April 3, 2023. The County may withhold approval in its sole discretion. The **Schedule of Activities** shall be included in **Attachment A**. Host understands and agrees that the Event shall include only the activities outlined in the Schedule of Activities, and any changes to the Event activities as identified must receive the prior written approval of the Director.
- 2.2 Scope of Site Use. The **Site Plan**, which is part of **Attachment A**, indicates the designated areas that Host may use for the Event, including the Barn Shelter area.
- 2.3 Parking and Traffic Control. The County will utilize the designated paved parking lots and, weather permitting, the grass field located east of the RV camping area for Event guest parking. A portion of the paved parking lots will be allocated for use by Host employee and Event vendor parking, all as designated in **Attachment B**. If necessary, the County shall provide staff to direct Event traffic and parking. Host shall be responsible for Event related parking and traffic control outside the Site, as may be required by the City of Carnation.
- 2.4 Concessions. Host may sell food, beverages and/or novelty items or contract with concessionaires to do so. Concessions shall be limited to those listed in Attachment A. Concession booth locations shall be shown on the Site Plan. If Host provides food or beverage concessions or contracts with a concessionaire to do so, then Host or its concession contractor(s) shall:
- a) Obtain, at Host's or concessionaire's expense, all necessary Health Department permits;
 - b) Comply with the requirements of the Washington State Liquor and Cannabis Board pursuant to Title 66 RCW, if applicable; and
 - c) Provide the County with a certificate of liability insurance and an additional insured endorsement (naming King County, its officers, officials, agents and employees as additional insured).
- 2.5 Other Limits on Use. The County retains its authority to limit the number of persons attending the Event, if necessary, to prevent harm to public health, safety and welfare. Host and the County shall cooperate in good faith to implement all reasonable measures needed to ensure that the Event does not unreasonably interfere with other Site uses, activities, or events that may coincide with the Event.
- 2.6 Host Property Removal. No later than the end of Move-out as specified in Section 1.1, Host shall remove from the Site all property, goods, and effects belonging to Host and its employees, contractors, agents, volunteers, or Event participants, or caused by it to be

brought upon the Site for the Event. If Host does not remove such property by the end of Move-out, the County shall have the right to remove and/or store such property, goods, and effects at Host's expense. Host assumes all risk of damage and/or loss, by theft or otherwise, to the property, goods, and effects of Host, its employees and/or its contractors, purveyors, concessionaires (if any), volunteers, or Event participants, incurred during any removal and/or storage activities by the County.

- 2.7 Condition at End of Term; Site Inspection and Release. At the end of the Term, or upon earlier termination of this Agreement, Host will remove all tents, equipment, Host property and Event-related property from the Site. No later than the Move-out time on the last day of the Term, established in Section 1.1, Host shall have completed restoration of the Event Area by returning the Event Area to a condition equal to or better than that which existed at the start of the Term. The County, at its sole discretion, shall determine what constitutes satisfactory condition. At **4:00 pm on Wednesday, August 30, 2023**, representatives of the County and Host, will jointly inspect the Event Area and the larger Site to evaluate its condition. After such inspection, if the County is satisfied with the return condition of the Site, including the Event Area, then the County will sign the **Site Condition Release Form** included as part of **Attachment B** hereto.

If the County is not satisfied with the condition of the Site, the inspecting representatives will together establish, in writing, any additional repair to be done by the County, the time schedule to perform such work and the inspection date of such work. The County shall restore the Site to satisfactory condition and shall deduct the cost of such Site restoration from the Restoration Deposit stipulated in Section 1.2. If any Deposit amount remains after Site restoration costs are deducted, then the County will refund such amount to Host. If the total restoration cost exceeds the Restoration Deposit, the County will retain the full amount of the Restoration Deposit and will also bill Host for the additional cost. Host will not be held responsible for any damage to the Site caused by any other event.

ARTICLE THREE – EVENT INFRASTRUCTURE AND STAFFING

- 3.1 Event Signage. Host shall post signage notifying the public of the Event dates at least two (2) weeks prior to the Event. Signage directing participants to the Event may be posted on Site no earlier than 8:00am on each Event date, as specified in Section 1.1. Host shall produce, at its sole expense, all signage for the Event, including signage to direct incoming vehicles to appropriate parking areas. All signage and any use of King County's logo or brand identity shall require the County's prior approval, and the County Liaison, identified in Section 8.1, shall serve as Host's point of contact and coordinate for such approvals. The County shall not be responsible to replace directional signage that is lost or damaged.
- 3.2 Staging, Fencing, Permitting, Licensing. Host, at its own expense and liability, shall be responsible to construct, install, and remove any fencing, staging, or other temporary structures, including shade canopies or large tents, and for any stagehand personnel, as may be required to present the Event. **Host shall not disturb the ground or use stakes to secure staging and tents for the Event**, except in those designated areas approved in advance in writing by County. Host shall be responsible for obtaining inspection and

- approval of staging, tents, and canopies by the King County Fire Marshal, should such inspection be required. Host shall also be responsible for any other building, electrical, entertainment or other permits the Event may require. Host shall coordinate all installation and removal of any tents and staging with the County liaisons. Host shall be responsible to ensure that Host, its concessionaires, or contractors fully and completely comply with the requirements of this section.
- 3.3 Lighting and Sound Equipment. Host at its own expense and liability, shall be responsible for any lighting needed for the Event, for event parking, or for set-up or break down; and Host shall also be responsible, at its own expense and liability, for any sound broadcasting equipment used during the Event, and Host shall further be responsible to use such equipment in compliance with all applicable laws, rules and regulations. Host agrees to comply with the **Sound Mitigation and Response Plan** which is part of **Attachment B**, and to limit the use of amplified sound to not earlier than 9:00 am and not later than 10:00 pm.
- 3.4 Utilities. The County shall provide water, sewer, and electricity as is available on site at no charge to Host or its vendors for the Event. Pursuant to Section 1.3, Host will be responsible to reimburse the County for the material and staff necessary to make connections for the utility users. No later than the date specified in Section 1.5, Host shall submit a **Utilities Plan** to the County. The County will review the plan and shall authorize specific connections based on availability and safety to the utility infrastructure and user. Host shall not utilize utilities except as specifically authorized by the County.
- 3.5 Restrooms. The County shall provide portable restrooms available on site at no charge to Host, its vendors, or Event participants. Host acknowledges and agrees that Event participants shall not use permanent restrooms and showers located on Site. The County may also require Host to provide additional Portable Restrooms based on projected attendance. Portable restrooms may not block any park signs. If necessary, no later than the date specified in Section 1.5, Host shall provide the County with a **Portable Restroom Plan** including the number of portable restrooms reserved, company owning and delivering portable restrooms, date and time of delivery and pick up, and location of portable restrooms placement.
- 3.6 Waste Disposal. The County shall provide waste receptacles and one (1) recycling receptacle available on site at no charge to Host. County will provide a sufficient amount of dumpsters for Event. Host shall collect all litter and debris from the Event set-up and tear-down and place it in the dumpsters. All dumpsters shall remain covered throughout the Event. If necessary, Host will provide a **Waste Disposal Plan** indicating where dumpsters and trash cans will be placed as part of **Attachment A**. As provided for in Section 1.3, Host will be responsible to reimburse the County for any County material or staff necessary; above and beyond the above stated staff levels to collect refuse during or following the Event.
- 3.7 Joint Staffing Plan. The County and Host shall create a joint staffing plan no later than April 3, 2023. The **Joint Staffing Plan** will be attached to this Agreement as part of **Attachment B**.

2023 – SUA/Contract #R7403
Carnation Farmers Market

Multiple Dates in June – August
Tolt-MacDonald Park

- 3.8 Security. Host is responsible to provide security to maintain order and promote the safety of persons attending the Event and protection of personal property. No later than the date specified in Section 1.5, Host shall submit a **Security Plan** as part of **Attachment A**. Host shall pay the costs of security directly to the provider. By requiring such minimum security personnel as specified herein, neither party is deemed to, or construed to, have assessed the risks that may be applicable to the other party to this Agreement. Host will assess its own risks and, if it deems appropriate or prudent, or both, provide additional security personnel for the Event.
- 3.9 Emergency Medical Services.
“Host is responsible to provide **at least one (1) Emergency Medical Technician** that is available at all times the Event is open to the public.”

ARTICLE FOUR – ADVERTISING

- 4.1 Site Name. Host shall refer to the Site in all printed materials, radio, television, audio, video, Internet and all other media as “**King County’s Tolt-MacDonald Park.**” Host shall provide copies of all major pieces of collateral, including all electronic and printed copies, to the County Liaison prior to finalization and/or printing, publishing, distribution or broadcast; provided, however, that the Host shall not be required to provide copies of any material to be used on Host website or social media accounts.
- 4.2 County Authority. The County shall have sole right and authority to maintain, operate, license, and authorize advertisements, promotional activities and displays that exist upon the Site prior to the Event. Host shall not mask or drape any existing County advertising or displays, and Host shall not permit any of its employees, purveyors, concessionaires (if any), volunteers, or Event participants to do so.
- 4.3 Advertising Restrictions. Host understands that the advertising of tobacco products as defined in King County Code 12.51 and spirits as defined in King County Ordinance No. 14509 is strictly prohibited. Host further understands that pursuant to Ordinance No. 14509, additional subject-matter restrictions on advertising may be imposed by the Director. These restrictions will be identified in **Attachment B**. Host expressly covenants that neither it nor any of its sponsors will at any time display, promote or advertise any tobacco products, spirits or other subject matter expressly prohibited by the Director. Host further agrees that any violation of this Article by it or its sponsors shall be a material breach of its contractual obligations to the County pursuant to this Agreement.

ARTICLE FIVE– COPYRIGHTED MATERIAL

- 5.1 Copyright Usage. Host agrees to obtain all necessary licenses and take all other necessary steps to ensure that all use of copyrighted and trademarked materials at the Event during the Term of this Agreement complies with United States and any other applicable copyright and trademark law.
- 5.2 Indemnification. Host agrees to indemnify and defend, at its own expense, King County, its officials, agents and employees from any and all liability arising from copyright or

trademark infringement and/or consequential damages that others may suffer as a result of Host's use of copyrighted or trademarked materials at the Site during the Term of this Agreement.

ARTICLE SIX – RISK OF LOSS; HOLD HARMLESS; INSURANCE

- 6.1 Risk. Host assumes all risk of damage to its property, as well as all risk of the loss by theft or otherwise, of any property of Host, its employees, exhibitors, or Event participants; and no claim shall be made upon the County because of any such loss. Host specifically understands, acknowledges, and agrees that it, its contractors, employees, exhibitors, and participants park and leave their vehicles on the Site at their own risk. As between the parties, Host shall be responsible for the provision of security during the Term of this Agreement for any property brought onto the Site by Host, its employees, exhibitors, or participants.
- 6.2 Hold Harmless. Host expressly agrees to protect, defend, indemnify and hold harmless King County, its elected and appointed officials, employees, and agents from and against liability for any claims (including all demands, suits, and judgments) for damages arising out of injury to persons or damage to property where such injury or damage is caused by, arises out of, or is incident to the scope of activities under this Agreement. Host's obligations under this Article shall include, but not be limited to:
- a) The duty to promptly accept tender of defense and provide defense to the County at Host's own expense.
 - b) Indemnification of claims, including those made by Host's own employees and/or agents for this purpose.
 - c) Host, by mutual negotiation, expressly waives, as respects the County only, its statutory immunity under the industrial insurance provisions of Title 51 RCW.
 - d) If the County incurs any judgment, award and/or cost arising from this Agreement, including attorney's fees to enforce the provisions of this article, then all such fees, expenses, and costs shall be recoverable from Host.
 - e) A hold harmless provision to protect the County similar to this provision shall be included in all Contractors or Concessionaire Agreements entered into by Host in conjunction with this Agreement.
- 6.3. Insurance. Host and its concessionaires or contractors shall procure and maintain commercial general liability insurance against claims for injuries of persons or damages to property, which may arise from or in connection with Host's use of the Site for the Event. The insurance shall meet all of the **County Insurance Requirements** set forth in **Attachment C**, which requirements are incorporated herein by this reference.

ARTICLE SEVEN – TERMINATION

- 7.1 Termination. The Director, at his or her option, shall have the right to terminate this Agreement if Host:
- a) Changes the Schedule of Activities without prior County approval;
 - b) Uses any portion of the Park other than the Site;
 - c) Fails to comply with any of the provisions of this Agreement; or

d) Fails to comply with county, state, or federal statutes, regulations, or requirements.

If practicable, without endangering the public health, safety, or welfare, the County will provide Host with notice of the failure and a reasonable amount of time to remedy such failure to the County's satisfaction. Host hereby expressly waives the right to claim or recover any damages from the County on account of such termination of this Agreement by the County in accordance with the provisions of this Section 7.1 of the Agreement. Host will be fully responsible for all costs and damages of any kind, including legal defense costs related to claims by third parties that may arise from cancellation of the Event by Host or termination of this Agreement by the County.

7.2 Fee Retention; Lien. In the event of Termination, the County may retain all fees paid, and immediately take possession of the Site and impose a lien on Host's property, by detaining all property of Host on Site until all amounts owing the County under the Terms of this Agreement are paid. This lien shall be enforceable by sale on thirty (30) days written notice.

ARTICLE EIGHT -- COMMUNICATION

8.1 Liaisons.

- County's Liaisons to Host for the Event and for purposes of administering this Agreement is Ryan Dotson, who can be reached at 206-477-4562 or at ryan.dotson@kingcounty.gov; and Mark Thiery, who can be reached at 206-423-5659 or at mark.thiery@kingcounty.gov for purposes of Site management and Event coordination.
- Host's Liaisons to County for the Event and for purposes of administering this Agreement are Rosy Smit, who can be reached at 425-786-7414 or rosy.smit@gmail.com and Lindsay Gilliam who can be reached at 206-617-6913 or at lindsaycfm@gmail.com.

8.2 Registered Agent. On or before the deadline specified in Section 1.5, Host shall provide proof of evidence of authority to transact business in Washington State and provide the County with the name of its registered agent. Failure to comply with this Section 8.2 shall constitute a material breach of this Agreement by Host.

8.3 Notices. Any notice or communication hereunder shall be in writing and may be given by registered or certified mail. If given by registered or certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed, with postage prepaid. If given otherwise than by registered or certified mail, it shall be deemed to have been given when delivered and received by the party to whom it is addressed. Such notices or communications shall be given to the parties hereto at the following addresses:

If to the County

Warren Jimenez, Parks Director
King County Parks and Recreation Division
201 South Jackson Street, Suite 700
Seattle, WA 98104

If to Host

Lindsay Gilliam, Executive Director
Carnation Farmers Market
8014 361st Ave NE
Carnation, WA 98014

2023 – SUA/Contract #R7403
Carnation Farmers Market

Multiple Dates in June – August
Tolt-MacDonald Park

lindsaycfm@gmail.com

Either party hereto may, at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

ARTICLE NINE – GENERAL TERMS AND CONDITIONS

- 9.1 Taxes. Host agrees to pay, on a current basis, all taxes or assessments levied on its activities and property; PROVIDED, however, that nothing contained herein shall modify the right of Host to contest any such tax, and Host shall not be deemed to be in default as long as it shall, in good faith, be contesting the validity or amount of any such taxes.
- 9.2 Books, Records, and Inspections. Host shall keep accurate books and accounts of the matters upon the basis of which the Use Fee and other payments specified in Article 1 are to be computed and ascertained. Such books and records shall be open and available for inspection by the County upon the official request of the Director during regular working hours between Monday and Friday during or after the Term of this Agreement and at any time during the Term of this Agreement. The County will keep the information acquired from the examination of such books and records confidential and it will not disclose any of such information directly or indirectly or use such information for any purpose during the Term of this Agreement or any time thereafter; EXCEPT with respect to the disclosure of information concerning the amount of the Use Fee and other payments made to the County pursuant to Article 1, and EXCEPT with respect to the disclosure of information which is required by the laws of the State of Washington.
- 9.3 Powers of the County. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the County. County employees and officials shall have the right, at all times, to enter upon the Site in the performance of their duties. The County may make routine repairs or alterations to the Site at any and all times using its best efforts not to disrupt the Event. For repair and/or alteration work resulting from an emergency, the County may interfere with Host's use of the Site.
- 9.4 Impossibility. The performance of this Agreement, by either party, is subject to causes beyond the control of either party making it illegal, impossible or impracticable to hold, reschedule or relocate the Event, including, without limitation: acts of God; war; government regulation or advisory; disasters, fire, accidents or other casualty; strikes or threat of strikes; civil disorder; acts and/or threats of terrorism; curtailment of transportation services or facilities; cost or availability of power; or similar causes. Either party may terminate or suspend its obligations under this Agreement if such obligations are prevented by any events such as those set forth above to the extent such events are beyond the reasonable control of the party whose performance is prevented.
- 9.5 Nondiscrimination. Host agrees to comply with all applicable United States federal, state and county laws, including King County Code Chapter 12.16, regarding nondiscrimination, and specifically agrees not to unlawfully discriminate against any employee or applicant for employment because of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or

2023 – SUA/Contract #R7403
Carnation Farmers Market

Multiple Dates in June – August
Tolt-MacDonald Park

age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

- 9.6 Non-Waivers. Neither the waiver by either party to this Agreement of any breach of any covenant, condition, or provision thereof, nor the failure of either party to seek redress for violation of, nor failure of either party to insist upon strict performance of, any such covenant, condition, or provision, shall be considered to be a waiver of any such covenant, condition, or provision or of any subsequent breach thereof.
- 9.7 Washington Law Controlling; Where Actions Brought; Interpretation of County Rules. This Agreement is made under and governed by the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement shall be brought in King County Superior Court, King County, Washington. If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and shall be binding upon Host. As between the County and Host, Host is solely responsible to obtain all necessary permits and licenses necessary to conduct the Event. Host shall be responsible for compliance with all applicable laws, statutes, codes, and regulations, including without limitation those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA).
- 9.8 Interpretation; Relation to Facility Use Permit. The Article headings and other formatting contained herein are only for convenience and reference and are not intended to be a part of this Agreement or in any manner to define, limit, or describe the scope or intent of this Agreement or the particular Articles to which they refer. Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular. If any conflict exists between the terms of the Facility Use Permit and its attachments and the body of this Agreement, then the terms of the body of this Agreement shall govern.
- 9.9 Entire Agreement. This Agreement constitutes the entire Agreement between the County and Host and may not be altered, amended, or modified except by an instrument in writing signed by the parties hereto with the same formality as this Agreement.
- 9.10 Legal Relations. Nothing contained herein shall make, or be deemed to make, the County and Host a partner of one another and this Agreement shall not be construed as creating a partnership or joint venture. This Agreement shall create no right, duty, or cause of action in any person or entity not a party to it.
- 9.11 Attachment List. The following is a list of the Attachments that are part of this Agreement. Specific documents are listed on the Attachment cover page:
- Attachment A: Event-related documents to be provided by Host to the County.
 - Attachment B: Event-related documents to be provided by the County to Host, plus mutually negotiated Joint Staffing Plan.
 - Attachment C: Insurance Requirements (provided by County)
Insurance Documents (provided by Host)

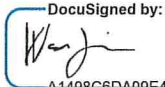
2023 – SUA/Contract #R7403
Carnation Farmers Market


Multiple Dates in June – August
Tolt-MacDonald Park

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

KING COUNTY

CARNATION FARMERS MARKET

DocuSigned by:

A1498C6DA09E46F...
Warren Jimenez, Director
King County Parks and Recreation Division

DocuSigned by:

50201A646D6C4C3...
Lindsay Gilliam, Executive Director
Carnation Farmers Market

2/7/2023 | 2:29 PM PST
Date Signed

2/7/2023 | 1:56 PM PST
Date Signed

PAO Review
Risk Management Review

2023 – SUA/Contract #R7403
 Carnation Farmers Market

Multiple Dates in June – August
 Tolt-MacDonald Park

ATTACHMENT A

Documents to be provided by Host to the County:

Signed Facility Use Permit

Permit



King Street Center
 201 S Jackson Street
 Seattle, WA, US 98104

PHONE:(206) 477-6150

Permit # R7403

Status Approved

Date Jan 27, 2023 11:11 AM

Organization Name	Carnation Farmers Market - 829	Organization Phone 1	(206) 617-6913
Customer Type	General Public	Number	
Organization Address	8014 361st Ave NE Carnation, WA 98014		
Agent Name	Lindsay Gilliam	Main Phone Number	(206) 617-6913
		Email Address	lindsaycfm@gmail.com
System User	Pam Schellhase		

Rental Fee	\$3,000.00
Discounts	\$0.00
Subtotal	\$3,000.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$3,000.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$3,000.00

Carnation Farmers Market	1 resource(s)	10 booking(s)	Subtotal: \$3,000.00
Event Notes:			
July 25th and August 1st Farmers Market has that date couldn't book due to Timber being booked - Timber agreed Farmers Market could use both dates. Fee will be added under Resources.			
\$250.00 facility use fee per event date			
\$500.00 refundable restoration deposit - due May 1, 2023 need to add permit when they call to pay			
<ul style="list-style-type: none"> o 1st Payment Installment Due Friday, July 21st, 2023 o Final Payment Installment Due Friday, September 15, 2023 			

Booking Summary

Tolt MacDonald Park - Barn Shelter (Outdoor Special Use)		Center: Tolt MacDonald Park & Campground	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Jun 6, 2023 12:00 PM	Aug 29, 2023 8:00 PM	--	\$2,500.00
<i>Occurs on selected dates: Jun 6, 2023, Jun 13, 2023, Jun 20, 2023, Jun 27, 2023, Jul 11, 2023, Jul 18, 2023, Aug 8, 2023, Aug 15, 2023, Aug 22, 2023, Aug 29, 2023</i>			
Jun 6, 2023 12:00 PM	Jun 6, 2023 8:00 PM	100	\$250.00
Sponsorship	\$250.00 / Each x1 \$250.00		
Jun 13, 2023 12:00 PM	Jun 13, 2023 8:00 PM	100	\$250.00
Sponsorship	\$250.00 / Each x1 \$250.00		
Jun 20, 2023 12:00 PM	Jun 20, 2023 8:00 PM	100	\$250.00
Sponsorship	\$250.00 / Each x1 \$250.00		
Jun 27, 2023 12:00 PM	Jun 27, 2023 8:00 PM	100	\$250.00

2023 – SUA/Contract #R7403
Carnation Farmers Market

Multiple Dates in June – August
Tolt-MacDonald Park

Sponsorship	\$250.00 / Each x 1	\$250.00		
Jul 11, 2023 12:00 PM		Jul 11, 2023 8:00 PM	100	\$250.00
Sponsorship	\$250.00 / Each x 1	\$250.00		
Jul 18, 2023 12:00 PM		Jul 18, 2023 8:00 PM	100	\$250.00
Sponsorship	\$250.00 / Each x 1	\$250.00		
Aug 8, 2023 12:00 PM		Aug 8, 2023 8:00 PM	100	\$250.00
Sponsorship	\$250.00 / Each x 1	\$250.00		
Aug 15, 2023 12:00 PM		Aug 15, 2023 8:00 PM	100	\$250.00
Sponsorship	\$250.00 / Each x 1	\$250.00		
Aug 22, 2023 12:00 PM		Aug 22, 2023 8:00 PM	100	\$250.00
Sponsorship	\$250.00 / Each x 1	\$250.00		
Aug 29, 2023 12:00 PM		Aug 29, 2023 8:00 PM	100	\$250.00
Sponsorship	\$250.00 / Each x 1	\$250.00		
Resource level fees				\$500.00
Special Event (negotiated)	\$250.00 / Each x 2	\$500.00		

Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Release and Waiver of Liability	May 7, 2023		Waiver Signed

The undersigned organization or individual using these King County facilities understands that use of these facilities poses certain risks and dangers, including, but not limited to, slips, trips, falls, athletic injuries, illness (including exposure to and infection with viruses or bacteria), unforeseen events caused by the forces of nature, property damage, personal and/or bodily injury, paralysis, death, or other harmful consequences to the undersigned organization or individual, and/or its members and participants. The undersigned organization or individual acknowledges that the preceding list is not inclusive of all possible risks associated with use of these facilities and that said list in no way limits the operation of this Agreement.

In consideration of the undersigned organization's or individual's opportunity to use these facilities, the undersigned organization or individual hereby agrees to assume all risks for any harm, property loss or damage, personal and/or bodily injury, paralysis, death, or other harmful consequences that may occur to the undersigned organization or individual and/or its members and participants in connection with the use of the facilities, regardless of whether such risks, harm, injury, or damage were foreseen or unforeseen. The undersigned organization or individual understands that King County shall not be held liable in any way for any occurrence arising out of the organization's or individual's use of these facilities and agrees to waive any right of recovery. The undersigned organization or individual also agrees to protect, defend, indemnify, and save harmless King County, its officers, officials, employees, and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever, arising out of or in any way resulting from the use of these facilities. In the event King County incurs any judgement, award and/or cost arising from the organization's or individual's use of these facilities, including attorney fees, all such fees, expenses, and costs shall be recoverable from the undersigned organization or individual.

Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Use of King County facilities could increase the risk of contracting COVID-19. King County in no way warrants that COVID-19 infection will not occur through use of these facilities or accessing a King County park.

The undersigned acknowledges the highly contagious nature of Covid-19 and voluntarily assumes the risk that the undersigned individual, organization, and/or its members and participants may be exposed to or infected by COVID-19 by use of these facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. The undersigned understands that the risk of becoming exposed to or infected by COVID-19 at a King County facility or park may result from the actions, omissions, or negligence of the undersigned individual, organization, its members and participants, and others, including, but not limited to, King County employees, volunteers, and other participants and their families.

I, the undersigned individual or authorized and responsible representative of the petitioning organization, hereby certify that the preceding statements are true to the best of my knowledge, and that I have read all of the regulations, policies, and facility use requirements governing users


R7403 Status Approved Page 2 of 3

2023 – SUA/Contract #R7403
Carnation Farmers Market

Multiple Dates in June – August
Tolt-MacDonald Park

of King County Parks' facilities, which are enclosed with this permit and agree to follow the rules of use for King County Parks codified in the King County Code while using these facilities. The undersigned agrees to accept any and all legal liability for damages to the facility and/or equipment covered in the permit, and/or injuries arising out of or in any way resulting from use of the facilities by any or all of the organization's members.

Payment Schedules		Original Balance: \$3,000.00	Current Balance: \$3,000.00	
DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Jul 21, 2023	\$1,500.00	\$0.00	\$0.00	\$1,500.00
Oct 21, 2023	\$1,500.00	\$0.00	\$0.00	\$1,500.00

DocuSigned by:
X: 
A1498C6DA09E46F...

Date: 2/7/2023 | 2:29 PM PST

King Street Center
Mailing Address: 201 S Jackson Street, Seattle, WA
98104
Phone Number: (206) 477-6150

DocuSigned by:
X: 
50201A646D6C4C3...

Date: 2/7/2023 | 1:56 PM PST

Carnation Farmers Market
Customer Type: General Public
Customer ID: 104391
Mailing Address: 8014 361st Ave NE, Carnation, WA
98014
Organization Phone 1 Number: (206) 617-6913
Authorized Agent Name: Lindsay Gilliam
Main Phone Number: (206) 617-6913
Email Address: lindsaycfm@gmail.com

2023 – SUA/Contract #R7403
Carnation Farmers Market

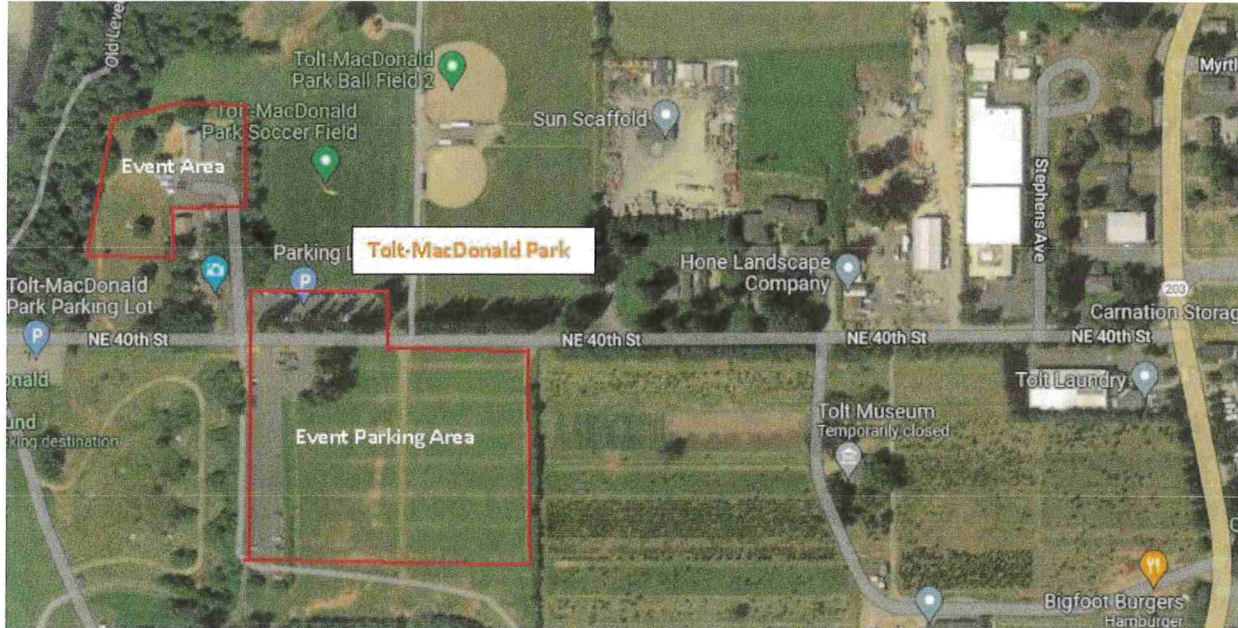
Multiple Dates in June – August
Tolt-MacDonald Park

- Final Site Plan
- Schedule of Activities
- Security Plan
- Utilities Plan
- Waste Disposal Plan
- Portable Restroom Plan
- Draft press releases, press kits, and promotional materials
- Registered Agent Name and Address
- Proof of Authority to Transact Business

ATTACHMENT B

**Documents to be provided by the County to Host,
plus mutually negotiated Joint Staffing Plan**

- Map of Tolt-MacDonald Park, illustrating Event Area and Event Parking Area



- Joint Staffing Plan

Day of Event Staff Contacts:

- Mark Thiery, Parks Maintenance Staff on-site Cell: 206-423-5659
- Sam Whitman, Parks Supervisor III Cell: 206-423-6227
- Ryan Dotson, County Liaison Cell: 206-330-5459
- Rosy Smit, Carnation Farmers Market Cell: 425-786-7414
- Lindsay Gilliam, Carnation Farmers Market Cell: 206-617-6913
- Shana Amador, Carnation Farmers Market Cell: 206276-0766

2023 – SUA/Contract #R7403
 Carnation Farmers Market

Multiple Dates in June – August
 Tolt-MacDonald Park

Joint Staffing Plan

Date	Time		Activity
__ day / __ /22	__:00am		
__ day / __ /22	__:00am		

Sound Mitigation Plan

SOUND MITIGATION & RESPONSE PLAN

Prior to Event, the sound system (speakers, amplifiers, monitors, etc.) will be calibrated to ensure sound levels are appropriate for the guidelines specified below, and to ensure the least amount of sound spill outside the Site.

Complaints

1. Complaints of noise related to the use of the Site will be referred to 911. The caller will then be referred to the King County Sheriff's Office to respond and determine the legitimacy of the complaint.
2. King County Sheriff's Office personnel will follow the following procedure to determine the nature of the sound identified in the complaint, and to determine if the sound is too loud or if the bass or other impulse instrument is causing the sound that has generated a complaint.
3. King County Sheriff's Deputy's responding to sound complaints will determine if the complaint is legitimate. Legitimate complaints of excessive noise are defined in several possible ways:
 - a. Responding officer feels the sound "in his/her gut",
 - b. Knick-knacks are vibrating (i.e., sound is causing dishes on a shelf to move),
 - c. Two officers stand one meter apart and facing the source of the sound (and not looking at each other) should be able to hear all the words communicated during a conversation, while talking in normal volumes, without being over-powered by the sound.
4. If a complaint is determined to be legitimate the responding King County Sheriff's Deputy will immediately notify the Park supervisor and will describe the steps taken to determine the legitimacy of the sound complaint.

Sound Mitigation Plan

5. Upon notification of a legitimate complaint by King County Sheriff, Host, using a standard Sound Level Meter (SLM) will measure the sound source. Each SLM reading should be conducted over a period of one minute. SLM readings should not exceed 90 dBA at a distance of 100 feet from a sound source (i.e., speaker or amplifier). Other acceptable SLM readings include: 95 dBA at 50 feet, or 97 dBA at 35 feet.
 - a. The first SLM reading should be taken at the following setting (Weighting C, Slow Response), and include the measurement's duration (in seconds) and the highest observed dBA. (the "C" Weighting is used to measure the impact of impulse instruments, such as drums and bass. Spikes of up to 105 dB A are within an acceptable level.)

2023 – SUA/Contract #R7403
Carnation Farmers Market

Multiple Dates in June – August
Tolt-MacDonald Park

- b. The second SLM reading should be taken at the following setting (Weighting A, Slow Response), and include the measurement's duration (in seconds) and the highest observed dBA.
 - c. If the second reading (Weighting A) is 15 dBA lower than the first reading (Weighting C), then the bass frequencies should be lowered first.
 - d. If after lowering the bass frequencies only, SLM readings continue to exceed acceptable levels, the whole set of frequencies should be lowered until compliance is achieved.
6. If a legitimate sound complaint is verified via SLM readings described in item 5 above, Host will take the following steps to direct the sound control technician to utilize the following step-by-step approach until compliance is achieved:
- a. Reduce the bass volume.
 - b. Reduce the sound level on one stack most likely responsible for the complaint.
 - c. Reduce the overall sound level.

Site Condition Release Form

SITE CONDITION RELEASE

I, the undersigned, a duly authorized representative of King County (the "**Owner**"), acknowledge having inspected the site for which a Special Use Agreement was issued (the "**Site**") by Owner for the benefit of _____ (Host) on _____ (the "**Agreement**"), hereby declare that Host has returned the Site to the Owner in satisfactory condition in accordance with the terms and conditions of the Agreement. Therefore, the Owner hereby waives all claims it may have against Host in respect to the return condition of the Site.

SIGNED on this ____ day of _____ 2023.

By: _____

King County Liaison

By: _____

Carnation Farmers Market
Authorized Representative

(Print name)

(Print name)

Director's Advertising Restrictions (if applicable)

2023 – SUA/Contract #R7403
Carnation Farmers Market

Multiple Dates in June – August
Tolt-MacDonald Park

ATTACHMENT C

COUNTY INSURANCE REQUIREMENTS

Notwithstanding any other provision within this Agreement, Host and its contractor(s) shall procure and maintain, at its sole cost and expense, for the duration of this contract, the following minimum scope and limits of insurance.

Commercial General Liability. \$1,000,000 per occurrence and \$2,000,00 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to, premises liability, ongoing operations, products and completed operations, and contractual liability.

Automobile Liability. If the use of a vehicle is necessary, Host and its contractor(s) must maintain Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering Business Auto Coverage, Symbol 1 “any auto”; or the appropriate coverage provided by Symbols 2, 7, 8, or 9.

Workers Compensation. If Host or its contractor(s) has employees, Statutory requirements required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or “other States” State Law.

Employers Liability or “Stop Gap”. If Host or its contractor(s) has employees, coverage in the amount of \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the general liability policy.

Liquor Legal Liability. If Liquor is to be sold or served, limits no less than \$1,000,000 per occurrence and in the aggregate shall be maintained. Such coverage may be endorsed to the Commercial General Liability policy.

All required liability insurance policies (except Workers Compensation) shall contain or be endorsed to contain the following provisions:

- Include King County, its officials, employees, and agents as additional insured, for full coverage and policy limits, as respects to liability arising out of activities performed or services provided by or on behalf of Host in connection with this Agreement, and use of the Site as outlined in this Agreement. Such additional insured status shall include Products-Completed Operations;
- Such coverage shall be primary insurance as respects King County, its officials, employees and agents. Any insurance and/or self-insurance maintained by King County, its officials, employees or agents shall not contribute with the Host or its contractor(s) insurance or benefit the Host, its contractor(s), or their respective insurers in any way;
- State that Host's and/or contractor(s) insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability;
- State that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice to the County.

The insurance provider must be licensed to do business in the State of Washington and have an A.M. Best's rating of A-VIII or better.

2023 – SUA/Contract #R7403
Carnation Farmers Market

Multiple Dates in June – August
Tolt-MacDonald Park

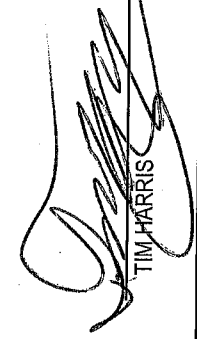
Any deductible and/or self-insured retention of the policies shall not limit or apply to Host's or its contractor's liability to the County and shall be the sole responsibility of Host or its contractor(s).

Upon request of the County, HOST shall provide the County with Host's and its contractor's Certificates of Insurance and required policy endorsements within five (5) business days. If the effectiveness of Host's insurance is conditioned on the Event being sanctioned by the governing body of a sports or other organization, then on or before the Event sanctioning deadline specified in Article 1, Host shall provide the County with written proof that the Event is properly sanctioned. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each Party to Assess Own Risks. By requiring such minimum insurance as specified herein, neither party is deemed to, or construed to, have assessed the risks that may be applicable to the other party to this Agreement. Host will assess its own risks and, if it deems appropriate or prudent, or both, maintain greater limits or broader coverage.

Todays Date: 4.4.23	PAID CLAIMS	Batch #1	F&O Date:					Council Date: 4.18.23				
			INVOICE AMOUNT	Rhonda CR	LORA CR	BRANDON CR	NON INCOME	NUMBER	PROJECT NOTES			
AWC Employee Benefit Trust		\$15,171.03					AP-1					
R&A Cleaning		\$2,916.00					AP-2					
City of Carnation Water		\$34.75					AP-3					
AWC Employee Benefits Trust		\$2.55					AP-4					
USPS- Utility Billing Postage		\$671.60					AP-5					
PAID CLAIMS TOTAL		\$18,695.93										
CLAIMANT		INVOICE AMOUNT	Rhonda CR	LORA CR	BRANDON CR	NON INCOME	NUMBER	PROJECT NOTES				
Core & Main- Neptune Meters		\$15,441.92					1					
Terry Bauman- Tree Removal		\$1,000.00					2					
Correct Equipment		\$410.89					3					
City of Snoqualmie- SVGA dinner		\$100.00					4					
Benjamin Asphalt							5					
Linder Electric		\$1,956.60					6					
Gray & Osborne		\$3,636.75					7					
Granich Engineered Products- Sewer Pump		\$8,250.33					8					
Granich Engineered Products- Sewer Pump		\$7,305.84					9					
Benjamin Asphalt							40					
Sound Publishing- SVR- SnoValley Sr Cntr		\$180.46	\$180.46				11					
Sound Publishing- SVR- SnoValley Sr Cntr		\$180.46	\$180.46				12					
Sound Publishing- SVR- Public Hearing		\$60.87					13					
FusionTek		\$601.25					14					
Fury Site Works		\$9,982.76					15					
CLAIMANT TOTAL		\$67,804.06	\$360.92	\$0.00	\$0.00							
GRAND TOTAL		\$86,499.99										

CR details?


TIM HARRIS

JIM RIBAIL

ANA CORTEZ

APPROVED:	CHECKS ISSUED	COUNTIL MEETING
SPRINGBROOK	CHECKS MAILED	

Todays Date: 3.28.23	Batch #2 ALREADY PAID	F&O Date:			Council Date: 4.18.23			
		INVOICE AMOUNT	Rhonda CR	LORA CR	BRANDON CR	NON INCOME	NUMBER	PROJECT NOTES
PAID CLAIMS								
Chuckals Past Due	✓	\$516.77					AP-1	
Ryan Burrell	✓	\$55.00					AP-2	
WA Dept of Revenue- Excise Tax	✓	\$3,923.45					AP-3	
Davidson-Macri Sweeping Route 3	✓	\$281.54					AP-4	
Davidson-Macri Sweeping Route 1	✓	\$317.40					AP-5	
Northern Environmental	✓						AP-6	
Northern Environmental	✓						AP-7	
Pacific Groundwater Group	✓	\$382.50					AP-8	
Great American Financial Services- Property Tax	✓	\$115.06					AP-9	
Sound Publishing - SVR EOG	✓	\$349.50					AP-10	
United Site Services	✓						AP-11	
United Electric	✓	\$2,000.00					AP-12	
Proud City	✓	\$1,162.85					AP-13	
Invoice Cloud	✓	\$880.91					AP-14	
Shell Feet- WEX Bank	✓	\$261.82					AP-15	
Century Link	✓						AP-16	
PAID CLAIMS TOTAL		\$10,246.80						
GRAND TOTAL		\$10,246.80						


JIM HARRIS

ANA CORTEZ
JIM RIBAIL
APPROVED: _____
SPRINGBROOK

CHECKS ISSUED	COUNTIL MEETING
CHECKS MAILED	

Todays Date: 4.4.23		Batch #3 ALREADY PAID		F&O Date:		Council Date: 4.18.23		
PAID CLAIMS		INVOICE AMOUNT		Rhonda CR	LORA CR	BRANDON CR	NON INCOME	NUMBER
King County Treasury- Property Tax								PROJECT NOTES
Account Number/Lot Number								
272507-9005-09/Lot 1		\$20.93						
152507-9012-04/Lot W	A	\$350.42						AP-1
138930-0230-05/Tract A	B	\$18.95						AP-2
142507-9020-05/14-25-07	C	\$18.88						AP-3
152507-9042-08/15-25-07	D	\$20.20						AP-4
152507-9045-05/15-25-07	E	\$18.85						AP-5
152507-9067-08/15-25-07	F	\$19.84						AP-6
152507-9072-01/15-25-07	G	\$19.54						AP-7
162507-9005-02/16-25-07	H	\$342.43						AP-8
162507-9040-09/16-25-07	I	\$18.66						AP-9
162507-9056-00/16-25-07	J	\$18.59						AP-10
162507-9073-09/16-25-07	K	\$22.38						AP-11
162507-9080-00/16-25-07	L	\$21.11						AP-12
212507-9042-00/21-25-07	M	\$21.58						AP-13
222507-9033-00/22-25-07	N	\$18.44						AP-14
232507-9015-01/23-25-07	O	\$57.21						AP-15
232507-9016-00/23-25-07	P	\$59.59						AP-16
232507-9017-09/23-25-07	Q	\$25.61						AP-17
721133-0210-07/TRS A & B	R	\$18.42						AP-18
733295-0090-01/ Tract A	S	\$18.56						AP-19
816100-0380-08/Tract A	T	\$18.96						AP-20
816102-0470-07/Tract A	U	\$18.63						AP-21
816102-0490-03/Tract D	V	\$19.04						AP-22
816102-0500-01/Tract E	W	\$18.43						AP-23
865830-1810-00/Lot 7	X	\$18.53						AP-24
865830-1990-02/Lot 1-2-3	Y	\$18.57						AP-25
865830-2005-03/Lot 4-5	AA	\$18.46						AP-26
865830-2200-06/Lot 5-6-7	AB	\$18.84						AP-27
865830-3625-01/Lot A&	AC	\$18.50						AP-28
PAID CLAIMS TOTAL		\$1,298.15						AP-29

GRAND TOTAL \$1,298.15

ANA CORTEZ _____ JIM RIBAIL _____

[Signature]
TIM HARRIS

APPROVED:		CHECKS ISSUED		COUNCIL MEETING
SPRINGBROOK	<i>Paid 4/14</i>	CHECKS MAILED		

CITY OF CARNATION

CLAIMS APPROVAL

Claim Intake 518,634.000

Signature _____ Date _____

Project Manager _____

Signature _____ Date _____

City Manger _____

Signature _____ Date _____

Please Add map

Today's Date: 4.7.23

Batch #4

F&O Date:

Council Date: 4.18.23

CLAIMANT	PAID CLAIMS TOTAL	INVOICE AMOUNT	Rhonda CR	LORA CR	BRANDON CR	NON INCOME	NUMBER	PROJECT NOTES
Amy Paolitti- Notary		\$20.00					AP-1	
		\$20.00						
City of Carnation- Hockett Park		\$136.77	Rhonda CR	LORA CR	BRANDON CR	NON INCOME	1	
City of Carnation- Vac Station		\$460.71					2	
City of Carnation- Shop		\$1,141.21					3	
City of Carnation- Toit Commons		\$182.34					4	
City of Carnation- Loutis Park		\$307.77					5	
City of Carnation- Memorial Park		\$330.77					6	
City of Carnation- Cemetery		\$151.53					7	
City of Carnation- City Hall		\$12.59					8	
City of Carnation- Toit Sprinklers		\$136.77					9	
King County Wastewater treatment		\$63,053.10					10	
Linder Electric		\$4,330.06					11	
xpress BILL PAY		\$2,569.78					12	
Jennifer Hargrove		\$740.00					13	
Beckwith & Koffel		\$15,566.17					14	
Thompson, Guildner and Associates- ordinance 965		\$49.40					15	
Thompson, Guildner and Assoc- General Counsel		\$2,398.37					16	
Valley Defenders- Public Defense		\$1,150.00					17	
KC Radio Communications		\$135.33					18	
	CLAIMANT TOTAL	\$92,942.67	\$0.00	\$0.00	\$0.00			
	GRAND TOTAL	\$92,862.67						

\$ 77,386.50
\$ 77,306.50

ANA SARTIZ

JIM RIBAIL

TIM HARRIS

APPROVED:	CHECKS ISSUED	COUNTIL MEETING
SPRINGBROOK	CHECKS MAILED	



SUMMARY STATEMENT AND DISCUSSION FOR PUBLIC HEARING ON DEFINITION OF ALLEY:

On October 16, 2018, the Carnation City Council approved Ordinance 909 which was the adoption of high-density development regulations that were primarily applicable to the city's land use zones that support high density residential development. In amending the definitions in CMC 15.08.010 the definition of "alley" was overlooked. As such, the current definition is inconsistent with the definition provided in the current edition of the Carnation Street and Storm Sewer Standards and renders some of the intended results of the adopted HDDRs related rear lot access impossible to achieve. The requested action is that the City Council **approve the correction to this omission as a clerical error by motion.**

History:

At the October 4, 2022, City Council meeting, the Council voted 5-0 to send the agenda bill to the Planning Board for review and recommendation. The Planning Board recommended adopting the above definition of alley at their December 7, 2022, meeting.

The proposed definition (which has already been updated in the current edition of the Carnation Street and Storm Sewer Standards) is as follows:

"Alley" is a public or private way, at the rear or side of property, permanently reserved as a means of vehicular or pedestrian access to a property.

The prior definition:

"Alley" means a public highway not designed for general travel and used primarily as a means of access to the rear of residences and business establishments.



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A MOTION to amend code 10.16.030 - Parking Restrictions	Agenda Bill No.:	AB23-38
	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: Redlined Code 	Date Submitted:	03/21/23
	For Agenda of:	03/21/23
	Expenditure Required:	0
	Amount Budgeted:	N/A
	Appropriation Required:	N/A
SUMMARY STATEMENT AND DISCUSSION: The City Manager asks the Council to authorize changes to CMC 10.16.030 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.		
RECOMMENDED ACTION: Motion to approve amendment to Code 10.16.030 as indicated in Exhibit A.		

LEGISLATIVE HISTORY:

On 3/21/23, AB23-38 was first brought to the Council. See Minutes Entry Below:

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)

On 04/04/23, AB23-38 was moved to Discussion Items. See Minutes Entry Below:

MOTION TO RECONSIDER AB23-38 NEXT MEETING BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED (5-0)

ACTION TAKEN

MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by: Deputy Mayor Harris		
Second by:			Second by: Councilmember Burrell		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins	x	
Ribail			Ribail	x	
Harris			Harris	x	
Burrell			Burrell	x	
Green			Green		x
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

- **10.16.030 - Parking restrictions.**

No vehicle over twelve thousand pounds gross weight including any semi or dump truck shall park overnight on any street, or portion of street, or alley, or in front of any address regardless of location for longer than six hours, within the city.

(Ord. 281 § 3, 1983)

PROPOSED NEW LANGUAGE

- **10.16.030 - Parking restrictions.**

- (A) It is unlawful for any person to stop, park or leave standing any vehicle upon any street for a continuous period in excess of 24 hours unless otherwise further restricted by other provisions of the city code in which case the more restrictive revisions shall apply.
- (B) The Manager may, when authorized by resolution of the Council, designate certain streets, blocks or portions of streets or blocks as prohibited parking zones, or five-minute, ten-minute, 15-minute, 30-minute, one-hour, two-hour, four-hour, six-hour, eight-hour, morning or afternoon rush hour limited parking zones and shall mark by appropriate signs any zones so established. The zones shall be established whenever necessary for the convenience of the public or to minimize traffic hazards and preserve a free flow of traffic. It is unlawful for any person to stop, park or leave standing any vehicle in a prohibited parking zone, for a period of time in excess of the sign-posted limitation, or during sign-posted hours of prohibited parking.



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A MOTION to amend the 2023 Fee Schedule.	Agenda Bill No.:	AB23-48
	Type of Action:	Motion
	Origin: (Council/Manager)	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS: Exhibit A: Resolution Exhibit B: Proposed Amended 2023 Fee Schedule	Date Submitted:	04-18-23
	For Agenda of:	04-18-23
	Expenditure Required:	0
	Amount Budgeted:	N/A
	Appropriation Required:	N/A

SUMMARY STATEMENT AND DISCUSSION:

The City Council of the City of Carnation has determined that it is in the best interests of the City to provide a single, efficient, and convenient listing of all fees, fines, penalties, interest, and charges for permits, licenses, services, applications and filing fees.

As Quarter 1 comes to a close in Fiscal Year 2023, the City has re-evaluated the fee schedule due to feedback from Council, City Staff, community members, and other stakeholders. The City wishes to implement this as a quarterly exercise going forward.

RECOMMENDED ACTION:

I move to accept the resolution approving Amendment #1 of the Fee Schedule for FY 2023.

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.:		

2023 Fee Schedule

Effective Date: April 19, 2023



Presented by
Ana Cortez, City Manager
Rhonda Ender, CED Principal
Ashlyn Farnworth, P.I.O.

Table of Contents

Construction Permit and Inspection Fees.....	3
General Development Permit and Review Fees.....	6
Cemetery Fees.....	10
Impact Fees.....	12
Solid Waste Fees.....	15
Event Fees.....	21
Miscellaneous Fees.....	22
Hourly Rates.....	24



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 value reported on a permit or International Code Council Building valuation data:

Assessed Valuation	FY'23 Fees
\$1.00 - \$10,000.00	5% of valuation of the project
\$10,001.00 - \$25,000.00	\$700.00
\$25,001.00 - \$50,000.00	\$1,085.00
\$50,001.00 - \$100,000.00	\$1,505.00
\$100,001.00 - \$500,000.00	\$2,530.00
\$500,001.00 - \$1,000,000.00	\$5,210.00
\$1,000,000.00 and Up	\$8,645.00 + \$20 per \$1,000 over 1,000,000.00 Valuation

Miscellaneous Inspections, Plan Review, and Other Fees

Type	FY'23 Fees
Plan Review fee: Residential	\$390 + 65% of Building Permit Fee
Plan Review fee: Commercial	\$2,565 + 80% of Building Permit Fee
Additional plan review required by changes, additions or revisions to plans	COST RECOVERY
Washington State Building Code Council Fee (RCW 19.27.085) Residential	\$6.50
Washington State Building Code Council Fee (RCW 19.27.085) Commercial	\$25.00
Demolition	\$505.00
ADU - City Program License	License Fee

Miscellaneous Inspections, Plan Review, and Other Fees

Type	FY'23 Fees
ADU - Applicant's Own Plans	\$395.00
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)	\$140.00 per hour
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

Other Mechanical Inspections

Type	FY'23 Fees
Inspections outside of normal business hours, per hour (minimum charge two hours)	\$196.00 per hour
Reinspection fees assessed per inspection	\$140.00 per hour
Inspections for which no fee is specifically indicated, per hour (minimum charge one hour)	\$140.00 per hour
Additional plan review required by changes, additions or revisions to plans for which an initial review has been completed, per hour (minimum charge one hour)	\$140.00 per hour

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	\$240.00
Commercial plumbing permit issuance	15% of Building Permit Fee, based on valuation of improvement.
For Issuing each supplemental plumbing permit that has not expired, been canceled, or finalized	\$180.00

Other Plumbing Inspections

Type	FY'23 Fees
Inspections outside of normal business hours, per hour (minimum charge two hours)	\$196.00 per hour
Reinspection fees assessed per inspection	\$140.00 per hour
Inspections for which no fee is specifically indicated, per hour (minimum charge one hour)	\$140.00 per hour
Additional plan review required by changes, additions or revisions to plans for which an initial review has been completed, per hour (minimum charge one hour)	\$140.00 per hour

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 4 lots	\$1,535.00
Boundary Line Adjustment to change shape or size of property	\$410.00
Conditional or 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	\$700.00
Impact Fee Deferral Administrative Fee, per building permit/deferral request (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 resubmittal	\$530.00 + Hourly
First Pre-application meeting - subsequent meetings at hourly cost	\$530.00
Construction Right of Way (ROW) 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 or Conditional Use 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

Planned Land Used Permits and Fees cont.

Type	FY'23 Fees
Development Agreement Application Fee	\$500.00
Development Agreement Processing Fee ((if Council approves Threshold Decision to proceed with further review)	\$2,500.00
Annexation Petition Filing Fee	\$1000.00
Text Amendment	\$500.00
Map Amendment	\$2,500.00

Engineering Permits and Fees

Type	FY'23 Fees
Alternative Calculation (Concurrency Test).	\$1,420.00
Applicant-Initiated Independent Fee Calculation Review (Impact Fees)	\$1,420.00

Clearing, Grading, Excavation and Filling Permits

Type	FY'23 Fees
Resident Permit Fee	\$240.00
Commercial Permit Fee	15% of Building Permit Fee, based on valuation of improvement

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 utility	\$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)	\$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
Side sewer reconveyance fee	\$450.00

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
Saturday Services Additional Fee – First Six (6) Hours	\$1,430.00
Overtime – Saturday Services - each additional hour or portion	\$635.00 per hour
Sunday and Holiday Services Additional Fee – First Six (6) Hours	\$2,555.00
Overtime – Sunday and Holiday Services, each additional hour or portion	\$795.00 per hour
Stand-by – Weekdays and Saturdays Per Hour or Portion	\$635.00 per hour
Overtime –Weekdays and Saturdays Per Hour or Portion	\$635.00 per hour

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 (per unit)	\$5,095.00
ADU (per unit)	\$3,000.00

Parks

Type	FY'23 Fees
Single Family Development (per unit)	\$4,805.00
Multi Family Duplex, (per unit)	\$3,855.00
ADU (per unit)	\$2,000.00

Nonresidential Transportation

Nonresidential uses not listed will be charged at type closest to use.

Type	FY'23 Fees
General Light Industrial	\$8.45 per sq. ft.
Manufacturing	\$6.36 per sq. ft.
Warehouse (including Mini)	\$0.66 per sq. ft.
Motel	\$973.32 per room
Health/Fitness Club	\$6.58 per sq. ft.

Nonresidential Transportation cont.

Type	FY'23 Fees
Recreational / Community Center	\$5.11 per sq. ft.
School	\$1.61 per sq. ft.
Church	\$1.08 per sq. ft.
Daycare Center	\$19.17 per sq. ft.
Library	\$11.34 per sq. ft.
General Office	\$11.68 per sq. ft.
Medical Dental Office/Clinic	\$5.54 per sq. ft.
Government Office Building	\$7.78 per sq. ft.
Post Office	\$17.43 per sq. ft.
Shopping Center	\$17.49 per sq. ft.
Specialty Retail Center	\$3.70 per sq. ft.
Supermarket	\$12.56 per sq. ft.
Convenience Market (Open 24 Hours)	\$42.33 per sq. ft.
Discount Supermarket	\$13.30 per sq. ft.
Pharmacy (without drive-thru)	\$8.18 per sq. ft.
Drive-in Bank	\$26.67 per sq. ft.
Quality Restaurant	\$8.69 per sq. ft.
High Turnover / Sit Down Rest	\$11.63 per sq. ft.

Nonresidential Transportation cont.

Type	FY'23 Fees
Fast Food with Drive Thru	\$33.81 per sq. ft.
Coffee / Donut Shop with Drive Thru	\$44.32 per sq. ft.
Quick Lube Vehicle Shop	\$8,060.94 per service bay
Gasoline / Service Station	\$16,659.48 per pump

- **For School Impact Fees, consult Riverview School District.**
- **For Fire Impact Fees, consult Eastside Fire and Rescue.**

Solid Waste – Recology Rates (King County)

Residential Single Family – Monthly Collection

Type	FY'23 Fees
1 - 35 gal Cart	\$14.87 per month

Residential Single Family – Weekly Collection

Type	FY'23 Fees
1 - 20 gal Cart	\$23.30 per month
1 - 35 gal Cart	\$31.09 per month
1 - 64 gal Cart	\$62.25 per month
1 - 96 gal Cart	\$100.75 per month
Extra(s) (32 Gallons)	\$6.57 per pickup

Roll Out Charges

Type	FY'23 Fees
Distance (5-25 Feet)	\$2.00 per pickup
Additional 25 ft. increments	\$3.32 per pickup

Miscellaneous Service Fees

Type	FY'23 Fees
Drive-in	\$6.64 per pickup
Return Trip or Special Pick-up	\$19.92 per pickup
Redelivery Charge	\$19.92 per pickup

Residential Curbside Yard Waste – Weekly Collection

Type	FY'23 Fees
1 - 64 gal Cart	\$10.95 per month
1 - 96 gal Cart	\$11.95 per month
Cost per extra 64 gallon cart	\$10.95 per month
Cost per extra 96 gallon cart	\$11.95 per month
Extra can (per pickup)	\$4.98 per pickup
Redelivery Charge	\$19.92 per pickup

On-Call Bulky Waste Collection

Type	FY'23 Fees
Appliances (non-refrigerant)	\$69.62 per pickup
Refrigerators/Freezers	\$109.86 per pickup
Sofas	\$65.80 per pickup
Chairs	\$65.40 per pickup
Mattress or Box Springs	\$65.40 per pickup
Tires: Auto/Light Truck	\$27.96 per pickup
Bus/Heavy Truck	\$37.43 per pickup
Add'l for Rims or Wheels	\$19.92 per pickup
Miscellaneous, per cubic yard	\$60.16 per pickup

Temporary Container Service

Type	FY '23 Fees
Daily Rent	\$1.32 per yard container
Delivery	\$53.12 per yard container
Temp. 2 Yard Container	\$93.40 per pickup
Temp. 4 Yard Container	\$153.58 per pickup
Temp. 6 Yard Container	\$193.85 per pickup

Commercial / Multi-Family Weekly Cart Service

Type	FY '23 Fees
1 - 35 gal Cart	\$31.44 per month
1 - 64 gal Cart	\$64.27 per month
1 - 96 gal Cart	\$103.64 per month

Commercial / Multi-Family Monthly Container Service –Loose per Month

Type	FY '23 Fees
1 Yard	\$161.89 per month
1.5 Yard	\$235.86 per month
2 Yard	\$305.19 per month
3 Yard	\$443.88 per month
4 Yard	\$573.28 per month
6 Yard	\$832.08 per month
8 yard	\$1,072.33 per month

Commercial/Multifamily Yard Debris

Type	FY '23 Fees
1 96 Gallon Cart, weekly collection	\$11.95 per month
1 2 cubic yard container, weekly	\$166.01 per month
1 extra cubic yard	\$26.56 pickup

Commercial / Multifamily Miscellaneous Service Fees

Type	FY '23 Fees
Special pickup or return trips	\$26.56 per pickup
Container rollouts (per 10 ft. increments)	\$3.98 per pickup
Unlocking lids	\$3.98 per pickup
Opening gates	\$3.98 per pickup
Extra Uncompacted Cubic Yard/Pickup	\$30.10 per pickup

Drop Box Collection Delivery Fees

Type	FY'23 Fees
Initial Delivery and Setup	\$79.68 per pickup
Swap box delivery	\$79.68 per pickup

Drop Box Collection Hauling Fees

Type	FY'23 Fees
20 yd container - Permanent	\$332.01 per pickup
30 yd container - Permanent	\$332.01 per pickup
40 yd container - Permanent	\$332.01 per pickup
20 yd container - Temporary	\$332.01 per pickup
30 yd container - Temporary	\$332.01 per pickup
40 yd container - Temporary	\$332.01 per pickup

Drop Box Collection Rental Fees

Type	FY'23 Fees
20 yd container - Permanent	\$53.12 per month
30 yd container - Permanent	\$66.40 per month
40 yd container - Permanent	\$79.68 per month
20 yd container - Temporary (per day)	\$2.66 per day
30 yd container - Temporary (per day)	\$2.66 per day
40 yd container - Temporary (per day)	\$2.66 per day

Special Drop-off Collection Events

Type	FY'23 Fees
Truck and Driver / Handler	\$132.80 per hour

Special Drop-off Collection Events – Hauling Charges

Type	FY'23 Fees
20 yd container - Temporary	\$332.01 per pickup
30 yd container - Temporary	\$332.01 per pickup
40 yd container - Temporary	\$332.01 per pickup

Special Drop-off Collection Events – Rental Fees

Type	FY'23 Fees
20 yd container - Temporary	\$2.66 per day
30 yd container - Temporary	\$2.66 per day
40 yd container - Temporary	\$2.66 per day

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 (one day)	\$30.00
City Labor (as available)	\$80.00 minimum
Transient Merchants: no more than 3 days in a calendar year	\$15.00
City Grill per event (4 hrs.) - Includes propane and cleaning	\$150.00

Miscellaneous Fees

Business Licenses

Fee Type	FY'23 Fees
Business License per location	\$75.00
Temporary Business License per location (30 days)	\$75.00

Pet Licenses (Regional Animal Services of King County)

Fee Type	FY'23 Fees
Juvenile (Animals under 6 months of age, 6-month expiration)	\$15.00
Altered (Spay/Neuter, proof required)	\$30.00 annually
Unaltered (Includes voucher for savings on spay/neuter)	\$60.00 annually
Senior Citizen (Proof citizen is 65 or older. Proof dog/cat is spayed or neutered)	\$15.00 annually
Replacement (For lost, unexpired tag)	\$5.00
Disabled (Issued by King County Pet Licensing Office, 206-296-2712)	\$15.00 annually

Franchise Fees

Fee Type	FY'23 Fees
Cable Television Franchise Agreement Application/Renewal Fee	\$5,000
Telecommunications Franchise Agreement Application Fee	\$5,000
Telecommunications Franchise Agreement Renewal Fee	\$2,500

Penalties

Fee Type	FY'23 Fees
<p>Late penalty on any delinquent payment, unless payment arrangements are made and approved no less than three (3) business days prior to the due date</p>	<p>5% per month</p>
<p>Penalty on any Returned Check or Electronic Payment <i>Customers who have two payments returned by the bank for any reason within a twelve month period may be placed on a cash or online payment only status for the subsequent twelve month period.</i></p>	<p>\$50.00</p>

Service Calls

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

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 BILL

TITLE: A MOTION authorizing City Manager to enter and negotiate a contract with Benjamin Asphalt for the amount not to exceed \$300,000.	Agenda Bill No.:	AB23-49
	Type of Action:	MOTION
	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS: <ul style="list-style-type: none"> • Contract with Benjamin Asphalt 	Date Submitted:	04/18/23
	For Agenda of:	04/18/23
	Expenditure Required:	\$300,000
	Amount Budgeted:	\$300,000
	Appropriation Required:	\$0

SUMMARY STATEMENT AND DISCUSSION:
 This contract will allow Benjamin Asphalt to provide water valve cleaning, exercising, and repairs. This contract will also include alley repair and grading.

RECOMMENDED ACTION: I make a motion authorizing City Manager to enter and negotiate a contract with Benjamin Asphalt for the amount not to exceed \$300,000.

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.:		

CONSULTANT AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER 1 Municipal Improvements	WORK DESCRIPTION 2 PROVIDE STOSSLE STREET AND DRAINAGE ISSUES, REHAB BASKETBALL COURT, EXERCISE AND CLEAN WATER/SEWER VALVES, PAVE ALLEY BEHIND RED PEPPER, AND PAVE BOTH PARK PARKING LOTS.
CONSULTANT 3 BENJAMIN ASPHALT	CONSULTANT CONTACT NAME, EMAIL, AND TELEPHONE NO. 4 NAME – Paul A. Geraci EMAIL paul@benjaminsphalt.com TELEPHONE NO. 425-333-5050
	BUDGET OR FUNDING SOURCE 6 WATER/SEWER/STREETS/PARK FUNDS
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7 Ana Cortez, City Manager City of Carnation 4621 Tolt Ave, PO Box 1238 Carnation, WA 9814-1238 (425) 549-0405 ana.cortez@carnationwa.gov	MAXIMUM AMOUNT PAYABLE, IF ANY 8 NOT TO EXCEED \$300,000
COMPLETION DATE 9 December 31 ST , 2023	10 <input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input checked="" type="checkbox"/> Schedule Rate/Time and Materials <input type="checkbox"/> Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on APRIL 18 , 2023 between the City of Carnation, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

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

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required

commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

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

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

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

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

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

4. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation

from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

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

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

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

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

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

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the

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

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

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

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

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

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

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

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

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

endorsement at least as broad as ISO CG 20 26.

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

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

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

C. Other Insurance Provisions.

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

D. Cancellation.

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

The CONSULTANT's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of

the CONSULTANT's insurance and shall not contribute with it.

E. Acceptability of Insurers.

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

F. No Limitation.

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

G. Failure to Maintain Insurance.

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

H. City Full Availability of Consultant Limits.

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

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

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

five business days.

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

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

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

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

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

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

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

time which may be required to do so.

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

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

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

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

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

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

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

CITY's COVID-19 Vaccination Policy as adopted by Resolution 452 or subsequently amended.

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

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

CONSULTANT:

CITY OF CARNATION:

Benjamin Asphalt

Ana Cortez, City Manager

By: _____

Title: _____

ATTEST/AUTHENTICATED:

City Clerk



31563 W. Entwistle Street, P. O. Box 1237, Carnation, WA 98014
 Phone: (425) 333-5050; Fax: (425) 333-5012
Danielle@benjaminasphalt.com

Invoice

Date: 4/6/2023	Job Number
To: City Of Carnation PO Box 1238 Carnation, WA. 98014	Job: The Alley behind Red Pepper Pizza Entwistle and Milwaukee Carnation
Attention: Brandon Schell	Cell: 425.691-8353
Phone:	Contact
Fax:	E-mail Brandon.schell@carnationwa.gov

Furnish labor and materials for the following:	Units	Unit Cost	Total
Alley behind the Red Pepper Pizza.			
Cut the Grade in the alley to accommodate four inches of asphalt. Use extra rock in the alley and red pepper.	4950	\$ 1.25	\$ 6,187.50
Install and process four inches of class 1/2 inch HMA to the alley way in two lifts. 275x18 average Includes the raising of utilities.	4950	\$ 5.75	\$ 28,462.50
Total Job			\$ 34,650.00

Benjamin Asphalt, Inc. proposes to furnish labor and materials to complete in accordance with the above specifications, for the sum of : See above
Does not include state sales tax.

With payments to be made as follows: **Due upon satisfactory completion**

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by workman's compensation insurance. **Benjamin Asphalt Inc.** is not liable for damage or breakage of septic tanks, underground pipes, conduits not visible from the surface of the ground or any other damage to approaches (including sidewalks) from the street to the property line. Soil sterilization if included in the contract will be applied according to the manufacture's specifications and conditions thereby, **Benjamin Asphalt Inc.** will not be responsible for any subsequent growth. **Benjamin Asphalt Inc.** will not be responsible for sub grade failures. Any state, county or municipal permits required for the above specifications will be the responsibility of the purchaser. Purchaser will be liable for any collection costs attorney fees and court costs.

Note: This proposal may be withdrawn if not accepted within 30 days.

Digitally signed by Paul A. Geraci
 DN: C=US,
 E=ppgeraci@benjaminasphalt.com,
 O=Benjamin Asphalt Inc., CN=Paul
 A. Geraci
 Date: 2023.04.06 11:43:48-07'00'

Paul A. Geraci

By: _____

By: _____

Date: _____

Acceptance of Proposal - The above price specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.



31563 W. Entwistle Street, P. O. Box 1237, Carnation, WA 98014
 Phone: (425) 333-5050; Fax: (425) 333-5012
Danielle@benjaminasphalt.com

Invoice

Date: 4/6/2023	Job Number
To: City Of Carnation PO Box 1238 Carnation, WA. 98014	Job: Nick Loutsis Park Entwistle and Milwalkee Carnation
Attention: Brandon Schell	Cell: 425.691-8353
Phone:	Contact
Fax:	E-mail Brandon.schell@carnationwa.gov

Furnish labor and materials for the following:	Units	Unit Cost	Total
Nick Loutsis Park Paving			
Grade the existing lot with 5/8's minus crushed rock to create drainage.	5754	\$ 1.25	\$ 7,192.50
Install and process two inches of class 1/2 inch HMA to the entire lot. (5754 sf)	5754	\$ 2.75	\$ 15,823.50
Stripe the lot for parking	1	\$ 500.00	\$ 500.00
Total Job			\$ 23,516.00

Benjamin Asphalt, Inc. proposes to furnish labor and materials to complete in accordance with the above specifications, for the sum of: See above
Does not include state sales tax.

With payments to be made as follows: **Due upon satisfactory completion**

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by workman's compensation insurance. **Benjamin Asphalt Inc.** is not liable for damage or breakage of septic tanks, underground pipes, conduits not visible from the surface of the ground or any other damage to approaches (including sidewalks) from the street to the property line. Soil sterilization if included in the contract will be applied according to the manufacture's specifications and conditions thereby, **Benjamin Asphalt Inc.** will not be responsible for any subsequent growth. **Benjamin Asphalt Inc.** will not be responsible for sub grade failures. Any state, county or municipal permits required for the above specifications will be the responsibility of the purchaser. Purchaser will be liable for any collection costs attorney fees and court costs.

Note: This proposal may be withdrawn if not accepted within 30 days.

By: **Paul A. Geraci**
 Digitally signed by Paul A. Geraci
 DN: C=US,
 E=pgeraci@benjaminasphalt.com,
 O=Benjamin Asphalt Inc., CN=Paul
 A. Geraci
 Date: 2023.04.06 11:45:27-07'00'

Acceptance of Proposal - The above price specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

By: _____

Date: _____



31563 W. Entwistle Street, P. O. Box 1237, Carnation, WA 98014

Phone: (425) 333-5050; Fax: (425) 333-5012

Danielle@benjaminasphalt.com

Invoice

Date: 4/6/2023	Job Number
To: City Of Carnation PO Box 1238 Carnation, WA. 98014	Job: Valley Memorial Park Paving 3810 Stossel Ave Carnation
Attention: Brandon Schell	Cell: 425.691-8353
Phone:	Contact
Fax:	E-mail Brandon.schell@carnationwa.gov

Furnish labor and materials for the following:	Units	Unit Cost	Total
Valley Memorial Park			
Grade the existing lot with 5/8's minus crushed rock to create drainage.	9600	\$ 1.25	\$ 12,000.00
Install and process two inches of class 1/2 inch HMA to the entire lot. (9600 sf)	9600	\$ 2.75	\$ 26,400.00
Stripe the lot for parking	1	\$ 500.00	\$ 500.00
Total Job			\$ 38,900.00

Benjamin Asphalt, Inc. proposes to furnish labor and materials to complete in accordance with the above specifications, for the sum of : See above
Does not include state sales tax.

With payments to be made as follows. **Due upon satisfactory completion**

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by workman's compensation insurance. **Benjamin Asphalt Inc.** is not liable for damage or breakage of septic tanks, underground pipes, conduits not visible from the surface of the ground or any other damage to approaches (including sidewalks) from the street to the property line. Soil sterilization if included in the contract will be applied according to the manufacture's specifications and conditions thereby, **Benjamin Asphalt Inc.** will not be responsible for any subsequent growth. **Benjamin Asphalt Inc.** will not be responsible for sub grade failures. Any state, county or municipal permits required for the above specifications will be the responsibility of the purchaser. Purchaser will be liable for any collection costs attorney fees and court costs.

Note: This proposal may be withdrawn if not accepted within 30 days.

By: Paul A. Geraci
Digitally signed by Paul A. Geraci
 DN: G=US,
 E=pgeraci@benjaminasphalt.com,
 O=Benjamin Asphalt, Inc., CN=Paul
 A. Geraci
 Date: 2023.04.06 12:10:20-0700'

Acceptance of Proposal - The above price specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

By: _____

Date: _____



31563 W. Entwistle Street, P. O. Box 1237, Carnation, WA 98014
 Phone: (425) 333-5050; Fax: (425) 333-5012
Danielle@benjaminasphalt.com

Proposal

Date: 1/11/2023	Job Number
To: City Of Carnation PO Box 1238 Carnation, WA. 98014	Job: Sport Court at the middle school
Attention: Brandon Schell	Cell: Carnation 425.691-8353
Phone:	Contact
Fax:	E-mail Brandon.schell@carnationwa.gov

Furnish labor and materials for the following:	Units	Unit Cost	Total
Clean oof the rest of the debri and power wash that half of the court.	1	1200 \$	1,200.00
Layout mats to drive on the grass to the court. City to remove the fence. Cost is rental fees from Hertz one week 12 4x8 mats	1	\$ 750.00	\$ 750.00
Apply a CSS 1 tach oil as a bonding agent. Install and process two inches of class 1/2 inch hma to the court.	5040	\$ 3.50	\$ 17,640.00
Total Job			\$ 19,590.00

Benjamin Asphalt, Inc. proposes to furnish labor and materials to complete in accordance with the above specifications, for the sum of : See above

Does not include state sales tax.

With payments to be made as follows: **Due upon satisfactory completion**

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered byworkman's compensation insurance. **Benjamin Asphalt Inc.** is not liable for damage or breakage of septic tanks, underground pipes, conduits not visible from the surface of the ground or any other damage to approaches (including sidewalks) from the street to the property line. Soil sterilization if included in the contract will be applied according to the manufacture's specifications and conditions thereby, **Benjamin Asphalt Inc.** will not be responsible for any subsequent growth. **Benjamin Asphalt Inc.** will not be responsible for sub grade failures. Any state, county or municipal permits required for the above specifications will be the responsibility of the purchaser. Purchaser will be liable for any collection costs attorney fees and court costs.

Note: This proposal may be withdrawn if not accepted within 30 days.

Paul A. Geraci
 Digitally signed by Paul A. Geraci
 DN: C=US,
 E=pgeraci@benjaminasphalt.com,
 O=Benjamin Asphalt Inc., CN=Paul
 A. Geraci
 Date: 2023.01.11 14:10:04-08'00'

By: _____

Acceptance of Proposal - The above price specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

By: _____

Date: _____



31563 W. Entwistle Street, P. O. Box 1237, Carnation, WA 98014
 Phone: (425) 333-5050; Fax: (425) 333-5012
Danielle@benjaminasphalt.com

Invoice

Date: 4/4/2023	Job Number
To: City Of Carnation PO Box 1238 Carnation, WA. 98014	Job: General water and Sewer Maintenance
Attention: Brandon Schell	Cell: Carnation 425.691-8353
Phone:	Contact
Fax:	E-mail: Brandon.schell@carnationwa.gov

Furnish labor and materials for the following:	Units	Unit Cost	Total
Water valve cleaning and mechanical testing. This matrix could be used for the Sewer upgrades.			
Day Work by the hour	Date	Hours/units	Cost Total
Operator, One Ton and compressor on it towing the vactor.		\$ 8.00	\$ 200.00 \$ 1,600.00
Vx50 Vermeer vactor trailer 4300 a month. Will get divide up by the amount of days worked		\$ 1.00	\$ 230.00 \$ 230.00
5/8" rock by the load			\$ 650.00 \$ -
Laborer		\$ 8.00	\$ 130.00 \$ 1,040.00
Dump truck if needed		\$ -	\$ 165.00 \$ -
Traffic Control if needed		\$ -	\$ 155.00
Total Job			\$ 2,870.00

Brandon, I would envision this being 20 days a month till we get you caught up. No overtime and no weekends. 6.5 hour on the road and 1.5 hours to cleanout and service the vactor and one ton. I do not see needs for rock or a large dump but the units are in there. If we work 20 days a month the vactor will be about 230 a day.

Benjamin Asphalt, Inc. proposes to furnish labor and materials to complete in accordance with the above specifications, for the sum of : See above
Does not include state sales tax.

With payments to be made as follows. Due upon satisfactory completion

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by workman's compensation insurance. **Benjamin Asphalt Inc.** is not liable for damage or breakage of septic tanks, underground pipes, conduits not visible from the surface of the ground or any other damage to approaches (including sidewalks) from the street to the property line. Soil sterilization if included in the contract will be applied according to the manufacture's specifications and conditions thereby, **Benjamin Asphalt Inc.** will not be responsible for any subsequent growth. **Benjamin Asphalt Inc.** will not be responsible for sub grade failures. Any state, county or municipal permits required for the above specifications will be the responsibility of the purchaser. Purchaser will be liable for any collection costs attorney fees and court costs.

Note: This proposal may be withdrawn if not accepted within 30 days.

Digitally signed by Paul A. Geraci
 DN: cn=US,
 e=pgeraci@benjaminasphalt.com,
 o=Benjamin Asphalt Inc., cn=Paul
 A. Geraci
 Date: 2023.04.04 17:11:42-07'00'

Paul A. Geraci

By: _____

Acceptance of Proposal - The above price specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

By: _____

Date: _____



31563 W. Entwistle Street, P. O. Box 1237, Carnation, WA 98014
 Phone: (425) 333-5050; Fax: (425) 333-5012
Danielle@benjaminasphalt.com

Invoice

Date: 4/4/2023	Job Number
To: City Of Carnation PO Box 1238 Carnation, WA. 98014	Job: Stossel Ave Btwn Bird and Entwistle drainage repairs
Attention: Brandon Schell	Carnation
Phone:	Cell: 425.691-8353
Fax:	Contact
	E-mail Brandon.schell@carnationwa.gov

Furnish labor and materials for the following:	Units	Unit Cost	Total
Stossel Between Bird and Entwistle St added Drainage			
Install one type one Catch basin	1	\$ 1,250.00	\$ 1,250.00
Install 40 lf of eight inch DI pipe provided by the city.	40	\$ -	\$ -
Change the pipe to eight inch perf sdr35 for the next 150 lf	150	\$ 35.00	\$ 5,250.00
Ditch to be 2 foot by 3 foot deep backfilled with clean crush gravel	1	\$ 6,850.00	\$ 6,850.00
Back fill the road dith with 5/8's crushed and hot patch.	1	\$ 2,500.00	\$ 2,500.00
Install fabic topsoil and seed in the field.	1	\$ 350.00	\$ 350.00
Total Job			\$ 16,200.00

Benjamin Asphalt, Inc. proposes to furnish labor and materials to complete in accordance with the above specifications, for the sum of : See above
Does not include state sales tax.

With payments to be made as follows: **Due upon satisfactory completion**
 All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices.
 Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by workman's compensation insurance. **Benjamin Asphalt Inc.** is not liable for damage or breakage of septic tanks, underground pipes, conduits not visible from the surface of the ground or any other damage to approaches (including sidewalks) from the street to the property line. Soil sterilization if included in the contract will be applied according to the manufacture's specifications and conditions thereby, **Benjamin Asphalt Inc.** will not be responsible for any subsequent growth. **Benjamin Asphalt Inc.** will not be responsible for sub grade failures. Any state, county or municipal permits required for the above specifications will be the responsibility of the purchaser. Purchaser will be liable for any collection costs attorney fees and court costs.

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 DN: C=US,
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 O=Benjamin Asphalt Inc., CN=Paul
 A. Geraci
 Date: 2023.04.04.16:27:42-07'00'

By: Paul A. Geraci

Acceptance of Proposal - The above price specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

By: _____

Date: _____



31563 W. Entwistle Street, P. O. Box 1237, Carnation, WA 98014
 Phone: (425) 333-5050; Fax: (425) 333-5012
Danielle@benjaminasphalt.com

Invoice

Date: 4/4/2023	Job Number
To: City Of Carnation PO Box 1238 Carnation, WA. 98014	Job: Stossel Ave Btwn Bird and Entwistle Repave
Attention: Brandon Schell	Cell: Carnation 425.691-8353
Phone:	Contact
Fax:	E-mail Brandon.schell@carnationwa.gov

Furnish labor and materials for the following:	Units	Unit Cost	Total
Stossel Between Bird and Entwistle St Repave			
Remove by grinding 16500 sf of pavement. Regrade with new 5/8's rock before paving.	16500	\$ 1.25	\$ 20,625.00
Install and process four inches of class 1/2 inch HMA to the same area. 425 tons	16500	\$ 4.80	\$ 79,200.00
Total Job			\$ 99,825.00

Benjamin Asphalt, Inc. proposes to furnish labor and materials to complete in accordance with the above specifications, for the sum of : See above
Does not include state sales tax.

With payments to be made as follows: **Due upon satisfactory completion**

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by workman's compensation insurance. **Benjamin Asphalt Inc.** is not liable for damage or breakage of septic tanks, underground pipes, conduits not visible from the surface of the ground or any other damage to approaches (including sidewalks) from the street to the property line. Soil sterilization if included in the contract will be applied according to the manufacture's specifications and conditions thereby, **Benjamin Asphalt Inc.** will not be responsible for any subsequent growth. **Benjamin Asphalt Inc.** will not be responsible for sub grade failures. Any state, county or municipal permits required for the above specifications will be the responsibility of the purchaser. Purchaser will be liable for any collection costs attorney fees and court costs.

Note: This proposal may be withdrawn if not accepted within 30 days.

By: Paul A. Geraci
 Digitally signed by Paul A. Geraci
 DN: C=US,
 E=pgeraci@benjaminasphalt.com,
 O=Benjamin Asphalt Inc.,
 CN=Paul A. Geraci
 Date: 2023.04.04 16:38:51-07'00'

Acceptance of Proposal - The above price specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

By: _____

Date: _____



CARNATION CITY COUNCIL AGENDA BILL

TITLE A MOTION to Schedule a Public Hearing for Housing Action Plan Comments on May 16 th , 2023.	Agenda Bill No.:	AB23-50	
	Type of Action:	Motion	
	Origin: <i>(Council/Manager)</i>	City Manager	
	Agenda Bill Author:	City Manager	
EXHIBITS: <ul style="list-style-type: none"> • NONE 	Date Submitted:	04/18/23	
	For Agenda of:	04/18/23	
	Expenditure Required:	\$0	
	Amount Budgeted:	\$0	
	Appropriation Required:	N/A	
SUMMARY STATEMENT AND DISCUSSION: The Housing Action Plan will be released to the public prior to the May 16th Meeting.			
RECOMMENDED ACTION: I move to set a Public Hearing for May 16th, 2023 for the Housing Action Plan comments.			
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.:	



CARNATION CITY COUNCIL

AGENDA BILL

TITLE: A Motion to enter into a Consultant Contract with Ricardo Noguera to complete a feasibility study for the State Community Economic Revitalization Board (CERB) grant for the amount not to exceed \$62,500.00	Agenda Bill No.:	AB23-51
	Type of Action:	
EXHIBITS: <ul style="list-style-type: none"> • Consultant Contract with Ricardo Noguera 	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Manager
	Date Submitted:	04/18/23
	For Agenda of:	04/18/23
	Expenditure Required:	\$62,500.00
	Amount Budgeted:	\$12,500.00
	Appropriation Required:	\$50,000.00

SUMMARY STATEMENT AND DISCUSSION:
 The City of Carnation received a grant from CERB in the amount of \$50,000. The City match contribution is \$12,500. The feasibility study needs to be completed by an outside consultant per the grant guidelines. The attached consultant contract is with Economic Development Consultant Ricardo Noguera.

RECOMMENDED ACTION: I move to have the City Manager enter into a consultant contract with Ricardo Noguera for the completion of a feasibility study for the amount not to exceed \$62,500.00.

LEGISLATIVE HISTORY:

ACTION TAKEN

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

CONSULTANT AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER 1 Consultant Services for CERB feasibility study	WORK DESCRIPTION 2 CERB feasibility study as described in the scope of work and minimum planning requirements as outlined by CERB.
CONSULTANT 3 Ricardo Noguera	CONSULTANT CONTACT NAME, AND TELEPHONE NO. 4 Ricardo Noguera, 239-290-0977 riconogo@aol.com
FEDERAL I.D. NO. 5	BUDGET OR FUNDING SOURCE 6 Grant
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7 Ricardo Noguera 2683 Oak Rd., #238 Walnut Creek, CA 94597	MAXIMUM AMOUNT PAYABLE, IF ANY 8 \$50,000 CERB Grant \$12,500 City Match Total contract = \$62,500
COMPLETION DATE 9 Within 2 years of contract execution.	10 <input checked="" type="checkbox"/> Reimbursements with monthly or quarterly reports <input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input type="checkbox"/> Schedule Rate/Time and Materials <input type="checkbox"/> Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on _____, 2023 between the City

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of Carnation, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

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

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

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

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

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

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

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

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CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

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

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

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

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

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

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

7. Independent Contractor. The CONSULTANT is an independent contractor for the

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

CITY SHALL NOT PROVIDE ANY ADMINISTRATIVE, OUTREACH, MARKETING, TECHNOLOGICAL OR OTHER SUPPORT TO CONTRACTOR. CITY WILL NOT MAKE ANY PAYMENTS OUTSIDE OF THE CONTRACTED AMOUNT.

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

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

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

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

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

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

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

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

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

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

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

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured

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endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

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

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

E. Acceptability of Insurers.

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

F. No Limitation.

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

G. Failure to Maintain Insurance.

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

H. City Full Availability of Consultant Limits.

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

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

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

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

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

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

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

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

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines

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(Sections 1-22), the terms of Sections 1-22 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

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

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

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

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

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

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

submitted to the CITY by the CONSULTANT.

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

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

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

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

CONSULTANT:

CITY OF CARNATION:

Ana Cortez, City Manager

By: Ricardo Noguera

Title: _____

ATTEST/AUTHENTICATED:

Lora Wilmes, City Clerk

EXHIBIT A

SCOPE OF WORK

Planning Study Minimum Requirements

ALL DELIVERABLES TO BE IN FINAL PRESENTATION FORMAT.

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The Planning Study must contain the following minimum requirements:

1. A product market analysis linked to economic development.
2. A market strategy containing action elements linked to timelines.
3. Identification of targeted industries.
4. Identification of the group responsible for implementing the market strategy. Describe the group's capacity to complete the responsibility.
5. The site's appropriateness by addressing, at minimum, appropriate zoning, affect to the state or local transportation system, environmental restrictions, cultural resource review, and the site's overall adequacy to support the anticipated development upon project completion.
6. A location analysis of other adequately served commercial land.
7. Total funding for the public facilities improvements is secured or will be secured within a given time frame.
8. An analysis of how the project will assist local economic diversification efforts.
9. Indicate the specific issues that will be addressed.
10. List one or more economic outcomes that you expect from the proposed CERB project.
11. Describe the specific, quantifiable measures of the outcome(s) that will indicate success. Describe in measurable terms what you expect to be able to show as progress toward the outcome for each year before the whole outcome has been achieved.
12. Describe what data you will collect to determine whether the outcome is being achieved.
13. Describe the data collection procedure including when data will be collected, from whom and by whom.
14. The estimated median hourly wage of the jobs created when development occurs.
15. If the project is determined to be feasible, the following information must be provided within the final report:
 - A. Total estimated jobs created (in FTEs).
 - B. Describe benefits offered to employees.
 - C. Describe the median hourly wage of the new jobs in relation to the median hourly county wage.
 - D. The county three-year unemployment rate in relation to the state rate.
 - E. County population change in the last five years.
 - F. The estimated jobs created represent what percentage of the county's labor force.
 - G. The estimated jobs created represent what percentage of the county's unemployed workers.
 - H. Estimated new annual state and local revenue generated by the private business.
 - I. Estimated private investment generated by project.

The project's scope of work is comprised of the following activities (all activities will be completed no later than 2 years from contract execution):

Project Description:

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The City of Carnation will lead efforts to promote entrepreneurship in the Snoqualmie Valley by exploring the potential to establish a Small Business Incubator creating opportunities for start-ups throughout the valley to launch their businesses. The incubator will serve as a base where valley-based entrepreneurs can launch their businesses with on-site technical assistance offered as well as the ability to network with other start-ups. Ultimately, the goal is to create a foundation where start-ups can be launched and small businesses can materialize throughout the valley creating jobs and providing services to area residents.

Project Scope of Work.

The scope will consist of the following:

- A. **Business Assessment.** A business assessment or survey of entrepreneurs throughout the Snoqualmie Valley will be conducted over a 2-4 month period.
- B. **Outreach.** The consultant will utilize a variety of marketing tools to promote the survey such as social media, newspapers, newsletters, chamber of commerce, etc. to promote the business assessment.
- C. **Assessment Results.** The results of the assessment will be tallied up and written into a Business Assessment Report with recommendations. This will in essence serve as the Planning Study.
- D. **Outreach to Select Respondents.** Based on the review of the assessment survey, one-on-one outreach and individual meetings will be conducted with select respondents which appear to be a good fit for the incubator to further evaluate whether they are good candidates for the incubator.
- E. **Location of Incubator.** Identify appropriate locations to house the incubator in Carnation or the Snoqualmie Valley including the appropriate size from 2,000 to 8,000 square feet.
- F. **Space Allocation.** Based on the follow-up of one-on-one assessments with select businesses, determine how much space and layout required to support the prospective incubator tenants.
- G. **Preliminary Start-Up Costs.** Based on a review of rents in the area, operational costs for the incubator, and initial build-out of space, prepare a start-up budget for the establishment of the incubator.

Contractor will submit the following reports quarterly:

Quarterly Project Reports, due four times annually until completion of the CERB funded public project. Beginning within six (6) months of contract execution, Quarterly Project Reports shall be due on:

1. January 15,
2. April 15,
3. July 15, and
4. October 15

The Contractor shall also include in the quarterly report any problems, delays, or adverse conditions which will materially affect the ability to meet project objectives, time schedules, or work units by the established time period. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Board assistance needed to resolve the situation.

Project Completion Report upon completion of the CERB funded public project, and

Other reports the Board may require and Contractor would provide:

Upon final request for reimbursement, the Contractor shall submit a Certified Project Completion Report to the Board, signed by the Contractor's responsible party, which shall include, but not be limited to, an accounting of all expenditures, a description of work accomplished, further refinement of private sector permanent employment impacts, etc. in a format to be provided by the Board.

After submission of the Project Completion Report, the Contractor shall continue, for up to five years or as may be required by the Board, to provide updates on the economic impact of the project. The updates shall be in a format acceptable to the Board and describe, but not be limited to:

1. Number and types of businesses assisted by the project
2. Private sector employment and private investment activity resulting from the project

EXHIBIT B COMPLETION SCHEDULE

The Consultant will be hired for up to a 24 month period

EXHIBIT C FEE SCHEDULE

Contractor shall submit monthly or quarterly invoices and quarterly reports as described in the

{JZL2372136.DOC;1/00047.900000/ }

contract. Invoices shall not exceed contract amount.

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EXHIBIT D
SUBCONSULTANT LIST



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:**
 - a) Sale of Property
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) Community Economic Development Department Report - CED Principal Rhonda Ender
 - i. HOUSING ACTION PLAN
- b) Capital Improvement Projects / Administrative Services Department Report - Administrative Services Manager Lora Wilmes
- c) City Manager's Office Report - City Manager Ana Cortez

9. PUBLIC HEARING

- a) Vehicles as Dwelling Unit

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) Tolt Siren Update - Sheila Strehle, Seattle Public Utilities
- b) Sno-Valley Pride – Gregory Jamiel

12. AGENDA BILLS:

- a) AB23-XX – Zoning Adoption
- b) AB23-48 2022 Budget Interfund Transfers – Amendment

13. DISCUSSION ITEMS:

14. FUTURE AGENDAS:

- a) Tentative agenda for the meeting of May 16th, 2023
- b) Tentative agenda for the meeting of June 6th, 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 16th, 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 Adair Hawkins
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: May 2nd, 2023
 - b) Approval of Claims in the following amount(s):
 - i. \$

7. **COUNCIL REPORTS AND REQUESTS**

8. **STAFF REPORTS:**
 - a) Community Economic Development Department Report - CED Principal Rhonda Ender
 - b) Capital Improvement Projects / Administrative Services Department Report - Administrative Services Manager Lora Wilmes
 - c) City Manager's Office Report - City Manager Ana Cortez

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:

11. AGENDA BILLS:

a) AB23-XX

12. DISCUSSION ITEMS:

13. FUTURE AGENDAS:

a) Tentative agenda for the meeting of June 6th, 2023

b) Tentative agenda for the meeting of June 20th, 2023

14. ADJOURNMENT: Mayor Jim Ribail

