



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.

Jim Ribail

Jim Ribail (Apr 20, 2023 11:34 PDT)

MAYOR JIM RIBAIL

Lora Wilmes

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

2023 – SUA/Contract #R7403
Carnation Farmers Market

Multiple Dates in June – August
Tolt-MacDonald Park

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**.

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- 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

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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

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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

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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)

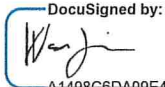
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first signed below.

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

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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

- 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

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Sponsorship	\$250.00 / Each x1	\$250.00		
Jul 11, 2023 12:00 PM		Jul 11, 2023 8:00 PM	100	\$250.00
Sponsorship	\$250.00 / Each x1	\$250.00		
Jul 18, 2023 12:00 PM		Jul 18, 2023 8:00 PM	100	\$250.00
Sponsorship	\$250.00 / Each x1	\$250.00		
Aug 8, 2023 12:00 PM		Aug 8, 2023 8:00 PM	100	\$250.00
Sponsorship	\$250.00 / Each x1	\$250.00		
Aug 15, 2023 12:00 PM		Aug 15, 2023 8:00 PM	100	\$250.00
Sponsorship	\$250.00 / Each x1	\$250.00		
Aug 22, 2023 12:00 PM		Aug 22, 2023 8:00 PM	100	\$250.00
Sponsorship	\$250.00 / Each x1	\$250.00		
Aug 29, 2023 12:00 PM		Aug 29, 2023 8:00 PM	100	\$250.00
Sponsorship	\$250.00 / Each x1	\$250.00		
Resource level fees				\$500.00
Special Event (negotiated)	\$250.00 / Each x2	\$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


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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

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Carnation Farmers Market

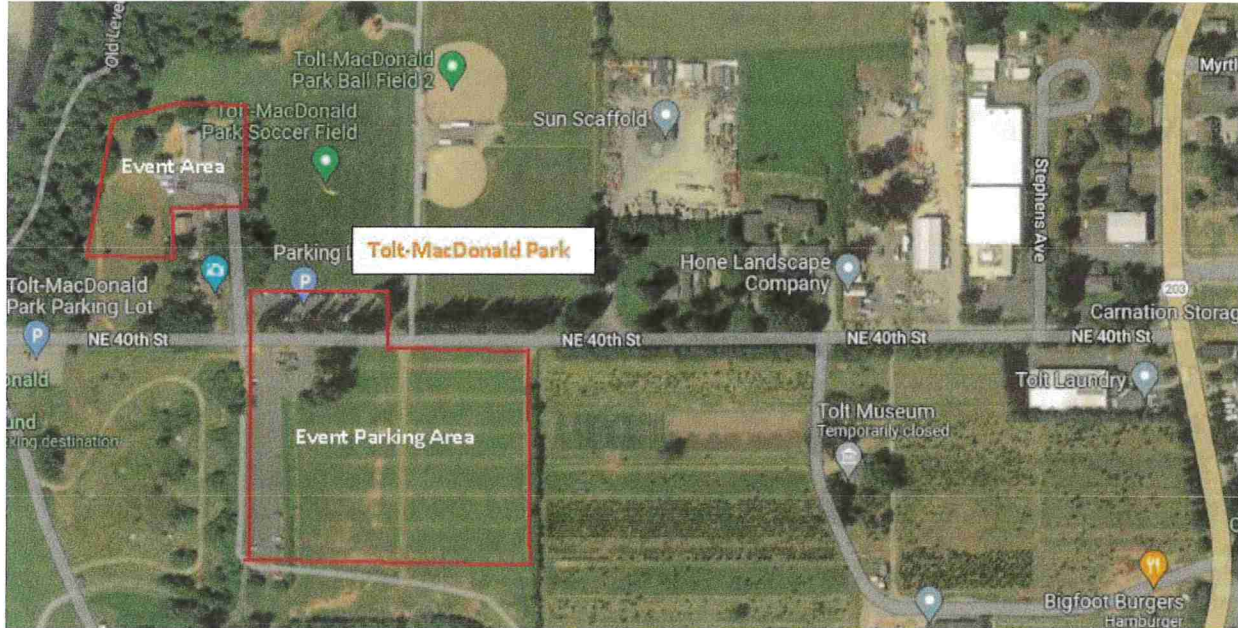
Multiple Dates in June – August
Tolt-MacDonald Park

- 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

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 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.)

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- 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)

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Carnation Farmers Market

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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. Bests rating of A-VIII or better.

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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.

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

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

(Ord. No. 942, § 2(Exh. B), 6-1-2021)

10.12.031- Occupied Vehicles

Due to public safety concerns, vehicles shall not be occupied by persons or animals while parked for more than 2 hours within the City of Carnation.

- **10.12.032 - Parking over 72 hours prohibited in City Streets.**

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

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Exception:

Vehicles parked near the address where said vehicle is registered through the Washington Department of Licensing will be allowed to parked longer than 72 hours.










MIN 04-04-23

Final Audit Report

2023-04-24

Created:	2023-04-19
By:	Lora Wilmes (lora.wilmes@carnationwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvJbvD4OSgBo2X049uF31XkhHgE8NdcRd

"MIN 04-04-23" History

-  Document created by Lora Wilmes (lora.wilmes@carnationwa.gov)
2023-04-19 - 8:50:32 PM GMT
-  Document emailed to jim.ribail@carnationwa.gov for signature
2023-04-19 - 8:51:30 PM GMT
-  Email viewed by jim.ribail@carnationwa.gov
2023-04-20 - 6:34:25 PM GMT
-  Signer jim.ribail@carnationwa.gov entered name at signing as Jim Ribail
2023-04-20 - 6:34:39 PM GMT
-  Document e-signed by Jim Ribail (jim.ribail@carnationwa.gov)
Signature Date: 2023-04-20 - 6:34:41 PM GMT - Time Source: server
-  Document emailed to Lora Wilmes (lora.wilmes@carnationwa.gov) for signature
2023-04-20 - 6:34:42 PM GMT
-  Email viewed by Lora Wilmes (lora.wilmes@carnationwa.gov)
2023-04-24 - 7:13:26 PM GMT
-  Document e-signed by Lora Wilmes (lora.wilmes@carnationwa.gov)
Signature Date: 2023-04-24 - 7:13:32 PM GMT - Time Source: server
-  Agreement completed.
2023-04-24 - 7:13:32 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.