



CARNATION CITY COUNCIL AGENDA Regular Meeting

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

DATE: August 15th, 2023

TIME: 6:00 P.M.

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:** Acting City Clerk, Ana Cortez
4. **APPROVAL OF AGENDA:** Mayor and Council
5. **CONSENT AGENDA:**

- a) Approval of Minutes for the following date(s):
 - i. Special Meeting Minutes August 3rd, 2023 (p.3)
- b) Approval of Claims in the following amount(s):
 - i. Already Paid: \$100,777.14 (p.15)
 - ii. To be Paid: \$158,045.92 (p.16)
- c) Approval of Payroll for the following pay period(s):
 - i. July 1st, 2023 – July 31st, 2023 - \$65,842.51 (p.19)

7. COUNCIL REPORTS AND REQUESTS

8. STAFF REPORTS:

- a) City Manager's Office Report & Goal Review - City (p.26)
Manager Ana Cortez
 - b) New Website - Municipal Intern, Kati Fulton
-

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) King County Sheriff's Office: Cost Allocation Model Presentation, Municipal Intern, Kati Fulton (p.28)
- b) Budget Presentation City Manager, Ana Cortez (p.40)

11. EXECUTIVE SESSION:

RCW 42.30.110 (b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.

12. AGENDA BILLS:

- a) AB23-82: Resolution - Purchase and Sale of Lords House Lot B, City of Carnation Short Subdivision No. SHP17-00003 (4001 Tolt Ave) (p.45)
- b) AB23-83: Motion - Rescind a Motion for AB23-38 (p.69)
- c) AB23-84: Ordinance: Amending CMC 10.12.030 & 10.12.031 (p.71)

13. DISCUSSION ITEMS:

- a) Goal Setting Meeting

14. FUTURE AGENDAS:

- a) Agenda for the special meeting of August 22nd, 2023 (p.74)
- b) Tentative agenda for the meeting of September 5th, 2023 (p.75)
- c) Tentative agenda for the meeting of September 19th, 2023 (p.77)

15. ADJOURNMENT: Mayor Jim Ribail





CARNATION CITY COUNCIL AGENDA Special Meeting

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

DATE: August 3rd, 2023

TIME: 6:30 P.M.

- 1. CALL TO ORDER:** Mayor Jim Ribail
At 6:30 P.M.
- 2. PLEDGE OF ALLEGIANCE:** Deputy Mayor Harris
- 3. ROLL CALL:** City Clerk Lora Wilmes
Present: Councilmember Hawkins, Councilmember Green, Mayor Ribail, Deputy Mayor Harris, Councilmember Burrell
- 4. APPROVAL OF AGENDA:** Mayor and Council

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

MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER GREEN TO:

- STRIKE THE PUBLIC HEARING FROM THE AGENDA
- TABLE AB23-78
- ADD AB23-82: RESCHEDULING A PUBLIC HEARING
- MOVE EXECUTIVE SESSION TO THE END OF THE MEETING AFTER AGENDA BILLS.
- ADD A PUBLIC COMMENT PERIOD IN LIEU OF A PUBLIC HEARING

NO VOTE TOOK PLACE. DEPUTY MAYOR HARRIS SEPERATED THE MOTION INTO TWO DIFFERENT MOTIONS.

MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER HAWKINS TO:

- STRIKE THE PUBLIC HEARING FROM THE AGENDA

- TABLE AB23-78
- ADD AB23-82: RESCHEDULING A PUBLIC HEARING
- ADD A PUBLIC COMMENT PERIOD IN LIEU OF A PUBLIC HEARING

MOTION PASSED (4-1). COUNCILMEMBER HAWKINS OPPOSED.

MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL TO MOVE THE EXECUTIVE SESSION. MOTION FAILED (2-3). MAYOR RIBAIL AND DEPUTY MAYOR HARRIS IN FAVOR. COUNCILMEMBER GREEN, COUNCILMEMBER HAWKINS, AND COUNCILMEMBER BURRELL OPPOSED.

5. CONSENT AGENDA:

- a) Approval of Minutes for the following date(s):
 - i. Regular Session: July 18th, 2023
 - ii. Special Session: July 21st, 2023
- b) Approval of Claims in the following amount(s):
 - i. Already Paid: \$126,685.37
 - ii. To be Paid: \$343,076.84

NO MOTION OR SECOND TOOK PLACE. VOTE TO APPROVE THE AGENDA PASSED (5-0).

6. PUBLIC HEARING:

The Carnation City Council will hold a public hearing to receive and consider public comment regarding a potential Development Agreement pursuant to RCW [36.70B.200](#). The hearing is open to the public. All interested persons are encouraged to listen and/or attend the public hearing and to provide oral and/or written comments. Oral comment will be limited to 3 minutes per person.

*Public Hearing was stricken from the Agenda by the Council.

PUBLIC COMMENT:

- Victoria Kleis provided comment.
- Ryan McClure provided comment.
- Nancy Gass provided comment.
- Sarah Clarke provided comment.
- Jenn Dean provided comment.
- Patrick Willis provided comment
- Jules Hughes provided comment.
- Shirley Doolittle Egerdahl provided comment.
- David Remlinger provided comment.
- Karen Fletcher provided comment.
- Sarah Norsby provided comment.

7. EXECUTIVE SESSION:

RCW 42.30.110 (b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.

The Council entered into Executive Session at 7:38 P.M. Mayor Ribail set the return to Regular Session time to 8:15 P.M.

At 8:11 P.M., Mayor Ribail extended the Executive Session to 8:25 P.M.

The Council returned to Regular Session at 8:25 P.M.

8. AGENDA BILLS:

- a) AB23-77: Resolution - Recommendation of Award Letter and accepting the Bid from Sea Con, LLC for Carnation Community Center/Emergency Operations

MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL. MOTION FAILED (0-5).

- b) AB23-78: Resolution - Accepting Development Agreement and Purchase Sale Agreement with The Remlinger Group
*This bill was tabled by the Council.

- c) AB23-79: Resolution – Accepting the Purchase Sale Agreement for King County Parcel No. 8657300145

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

- d) AB23-80: Motion - Rescind a Motion for AB23-40

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

- e) AB23-81: Ordinance: Amending CMC Section 13.25.030

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

AB23-82: Motion: Schedule Public Hearing for potential development agreement with the Remlinger Group

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

9. ADJOURNMENT: Mayor Jim Ribail

**Approved at the regular meeting of the Carnation City Council on August 15th,
2023.**

MAYOR JIM RIBAIL

CITY CLERK LORA WILMES



Comment for Public ~~Hearing~~ 8/3/23

↓
Comment

Suggestion: Have a memorial for the Anderson Family who were killed on December 24th, 2007. Either on/near the original property, or near the Post Office where Judy Anderson worked. A marble statue with their names engraved is more than enough.

- It can be an Eagle Scout Project or by a non-profit.

Ryan Hartwell

(425) 891-9042

rhartwell@gmail.com

1805 280th Ave NE

Carnations

Lora Wilmes

From: Jennifer Hargrove <jenniferdhargrove@gmail.com>
Sent: Thursday, August 3, 2023 11:57 PM
To: Lora Wilmes
Subject: Public Comment on Remlinger Group Project

The sender of this email is EXTERNAL to the City of Carnation. Please proceed with caution.

Growing up in this valley, there has always been stark differences between our sister cities. I watched one grow and one age. One of our communities invested in growth while maintaining their small-town aesthetic. The other town has been using their aesthetic as an excuse for decades. My public comment on this project also encompasses general growth. Whether it be the Tolt Ave project, or this one, or the next; we have heard the same re-run rhetoric over and over again to avoid change and growth. It's an excuse to gatekeep our community. If we do not grow, then neither does our community, and we lack diversity. All of the neighborhoods around us have proven that you really can keep your style while growing.

This project obviously creates jobs and revenue, rather than sitting vacant. We have an opportunity to fill this space with businesses that we leave our house for everyday not only for work, but for necessary services. We could break away from our "commuter community" reality if we adjust our perspective on this change. I would love to be able to walk to businesses I would otherwise drive to Duvall/Sammamish/Redmond/etc for.

As a homeowner on the exact street that everyone will be using for this - West Entwistle, I beg you please don't send this traffic past our homes. The presentation stated that the project is NOT in residential, but failed to respect that it will be traveling through one. Regardless of how we may be zoned, these are still our homes. This is the only aspect of this project I absolutely hate is the idea that even more traffic will be flying past our homes. Our street is already loud and unsafe to begin with. Even though Entwistle has an existing traffic light, I still do not recommend sending the majority of this traffic down this road. An issue we face on this road are people (even our own neighbors) traveling at absurd speeds to catch the green light. This issue will only get worse if Entwistle is the main, or worse, only road to the complex. I would prefer the main entrance to this complex to connect to 40th. Fully aware that there are two apartment buildings on that street, there may be less impact for these residences as they comprise two lots, and the homes sit farther from the road. There's also the aspect that only one side of 40th would have any residents. For safety and evacuation purposes, I professionally recommend that egress is provided both at 40th and Entwistle. I personally prefer 40th to be the main entrance.

In conclusion, growth inevitably needs to happen. This project brings opportunities, both for employment and resources. The presentation stated that there will be traffic studies performed, but consider that the traffic aspect of this is more than how many cars travel a road at different times. Please consider that this is a street full of homes on Entwistle, and mostly industrial businesses on 40th.

Thank you for your dedication and all that each of you do for our town!

Jennifer Hargrove (*she/her*)
(425) 780-1950

3 August 2023 PUBLIC COMMENT at Hearing
for Schefer/Dog Park Development Agreement

Hello City Council, City Manager, and Staff,

When you're selling lands to a private developer that have been in the city's possession for almost 20 years, I believe there's a unique responsibility to make sure that the use and stewardship of the land going forward is in harmony with the hopes and dreams of the people that live here.

There is a passionate community here that wants to be engaged with what happens to their public lands. There are opportunities and great feedback and insight to be gained by meaningfully engaging with the public.

There has been plenty of citizen comment over the last few years in opposition to selling these lands.

That being said, I always believe in win-win compromises, where the needs of the majority of people can be met..

Simply part of the acreage could be developed that retains part open space on the west side of the site where water and flood risks encroach more closely from the river

In the 2013 Tolt Avenue Action Plan, there was a brief Analysis of putting Larsen Avenue through to NE 40th Street. I believe this can be done sensitively. Earlier councils had the goal of having some light industrial business spaces available along Larson Avenue, not filling the entire 8 acres with Industrial complexes. Yes, many of us work in metal shops, and in types of businesses that aren't appropriate on Main Street, but they can be done in harmony with the environment, and enhance our character, not detract from it.

It was only a more recent and wider reaching suggestion, that we fill the site with agri-tourism, light industrial and many other uses, possibly in the goal of diversifying the uses on that site.

One problem with that is that I can't imagine all of it is buildable into the future and we don't want to compete with Tolt Avenue in any way or duplicate services. That's why it's been happily left the way it is and not even a soccer field could be permitted there environmentally ultimately.

A much more responsible site plan would be to put Larson Avenue through and build shop spaces right along the road emulating our current street grid and having park buffer space at the back of it toward Tolt MacDonald Park. You can still get quite a number of businesses in there and have a lighter footprint on the land.

Being bound by this 17 page developer agreement that hasn't been explored thoroughly by sensitive local design professionals in the community, our Planning/Parks Advisory Board, and all community members could miss some really great opportunities for the new owner of the land and the community to include innovations that would save costs and improve the design.

Something as impactful as this development can't only be examined through an economic or real estate lens. We can add new jobs, activate this area in a responsible way, and not lose the natural beauty and environmental stewardship that has preceded this project.

The City has a responsibility to steward, these public lands in an environmentally, friendly way, that conserves energy and resources, and gives back to the land as much as it takes.

This project currently lacks a vision, or understanding of this special place. Light industrial buildings don't necessarily have to look like every other generic one in any suburban office park. This place calls for an innovative design, site plan, harmonious creation of outdoor and indoor spaces with bike/pedestrian trails, as well as for specialized freight trucks. People will spend time in this place and it should be a nice place to spent time in.

I recall hearing that the city wouldn't sell to just any developer or any random idea for this undeveloped land. Any project that develops these precious last few acres within the city limits this close to the river, this close to neighborhoods, this close to other light industrial businesses, this close to our downtown Main Street, has to be a special unique visionary

project that really shows how sensitive a development can be, one that makes everyone proud and excited, and is sensitive to its surroundings.

It's premature to go into the depth of building design when the site design and landscape and circulation throughout hasn't even been properly established with community input. The site must be studied in a thoughtful way. What was presented with the most unimaginative layout that has nothing to do with that site except filling a rectilinear boundary, a plot plan. We have no idea what it's like to move through the spaces how the topography and experience of the spaces throughout the seasons, and with the light sunlight and shade conditions at that site. Also of primary concern is stormwater runoff, adding trees and limiting heat trapping pavement to offset the urban heat island effect.

Good design brings out the essence of a place. Tolt/Carnation has an inherent character, natural, and the result of human activity. It doesn't need a theme applied to it. We're not an empty slate in search of a theme or something applied from the outside that doesn't fit. This proposal lacks basic site planning sensitivity into this natural environment.

The city has the discretion to not sell all 8 acres and keep a natural and landscaped buffer between the King County property and the west side neighborhoods.

Local residents could be interviewed about the types of small incubator businesses in light industrial shop spaces that they might like to see in our town in this special location off of Main Street.

We don't want to have just any old suburban industrial park, plunked down on this, totally unique natural setting in the agriculturally focused Snoqualmie Valley.

People who have lived here for centuries, and those who have come more recently recognize the unique natural beauty and character of this special place .

What are some Community Benefits that can be incorporated into this agreement?

- 1) Abiding by dark sky ordinance to keep nighttime light pollution down.
- 2) Utilizing clean energy and LEED certified sustainable building practices
- 3) Developing in a way that is the lightest footprint on the land
- 4) Consult with sensitive local design professionals, who have experience in innovative strategies for light industrial building development and lived spaces that the people who work and spend time in the spaces can enjoy.
- 5) Include strategies in the development agreement that can save costs for the developer and bring highly desired, sensitive design features to the project that make the project better.
- 6) Have SVA and Makers, who have extensive experience in urban design strategies in Carnation, review the developer agreement to look for further opportunities to improve the project. The schematic design and maximal building footprint put forward in this proposal is unacceptable to the residence of Carnation, as is.
- 7) The planning, and Parks advisory board has not had insufficient time to review the proposal and come forward with helpful comments to improve the design & Development approach.

Thank you for listening and have a good night!

Sincerely,

Ms. Jules Hughes

31721 W Rutherford Street (PO Box 815)

Carnation, WA 98014

p.s.

Here is an excerpt from a February 2023 public comment:

I was sad to discover that Nelson Family Treehouse withdrew their application to develop the Schefer property. The December presentation from The Remlinger Group didn't have a lot of detail, especially in their site plan, and didn't articulate a vision, so I was dreaming of some possibility where the skillsets and talents of both them and Nelson Family Treehouse could be utilized for the benefit of the town. If they were both amenable, maybe The Remlinger Group could still purchase the property and have Nelson Family Treehouse be an anchor tenant and help guide the design and visioning for the property. It's not every day that you have a homegrown talent like the Nelsons that are willing to guide a public/private partnership and

stewardship of such an environmentally sensitive property and one that is so connected to the character, experience, and identity of our town. Please do all you can to encourage all ideas at the final table. I'm confident they would try to be light on the land while providing a unique light industrial set of buildings and spaces that are committed to the traditional trades of woodworking, metalworking, while providing opportunities for youth job training and incubator businesses, as well.

And I would still advocate that the City not sell both lots, just the larger one to the South with a community benefits agreement in place to not overbuild the western half of the parcel to protect against future flooding and sensitively buffer the transition from this lot to Tolt McDonald Park.

The City should retain ownership of the North lot directly behind the Sewage Treatment Plant to protect the walking trail between downtown neighborhoods and Tolt McDonald Park. Once you sell open space and it's developed, it's gone forever.

We should also revisit the criteria with which they were to develop their proposals and make sure they meet all of the existing Carnation Comp Plan and Design Guidelines objectives, as well as all of the smart growth and good building and development practices that could be unique to this project.

(And I'm just curious, do we have the desired amount of open space per capita with our increasing population? Has that been studied recently?)

If the urgency of selling this land is simply to help fund the new City Hall project, that feels somewhat shortsighted, in light of so many other local, regional and global concerns. We could seek other funding sources. And every project in which open space is lost should be meeting rigorous design and development standards, as you've got one chance to get it right.

In last week's Planning/Parks Advisory Board meeting, I saw for the first time the short sighted and maximal site plan that was offered by The Remlinger Group. I don't think we're hitting the mark yet to have an innovative development for which we can all be proud.

I was concerned that the recent Presentation for the development wasn't included in the packet for Planning/Parks Advisory Board members, so they could study it before being asked to comment on it in their meeting. We need their insights into this once in a lifetime project. The more eyes on this the better.

Page 10 of Presentation, Development Summary, Required Landscape Area = 5,425 SF, Landscape Area Provided = 6,700SF. This feels like meeting a minimum requirement.

We don't have to max out the site with as much possible warehouse space as will fit. Can we please start with some harmonious site plan options that shows what a small, medium, and large scaled development would look like to work with the public on this very important project that will permanently affect the landscape through which we live, walk, work, and play every day?

We can reduce our impact on the environment and need for so many parking spaces by reducing the size of the project. Can there be a happy medium where all interests are being served?

Thank you for listening and have a good night!

Sincerely,

Ms. Jules Hughes

31721 W Rutherford Street (PO Box 815)

Carnation, WA 98014

ACCOUNTS PAYABLE PAID

City of Carnation

Time: 12:45:03 Date: 08/10/2023

08/03/2023 To: 08/09/2023

Page: 1

Accts Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
1373	08/04/2023	2023	1750	1198	FIRST AMERICAN TITLE	50,000.00	3900 Tolt Ave Earnest
1406	08/09/2023	2023	1786	1204	HUGHES, JOE	212.14	Reissuing a utility refund check
1404	08/08/2023	2023	1778	1203	RINEHART, INSPECTION SERVICES	565.00	Lords House Inspection
1388	08/07/2023	2023	1768	1201	TICOR TITLE	50,000.00	LORDS HOUSE ESCROW
Total:						100,777.14	

This report has been reviewed by:

Ana Cortez

8/10/2022

REMARKS:

Signature & Title

Date

ACCOUNTS PAYABLE

City of Carnation

Time: 12:53:48 Date: 08/10/2023

As Of: 08/15/2023

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
1391	08/08/2023	08/08/2023	529 AM TEST, INC	25.00	WATER TREATMENT / NITRATE + NITRITE NITROGEN. SAMPLE NUMBER 23-A0012481
1392	08/08/2023	08/08/2023	529 AM TEST, INC	25.00	NITRATE+NITRITE NITROGEN. WATER TEST. SAMPLE NUMBER: 23-A0012479
1377	08/07/2023	08/07/2023	598 CITY OF CARNATION	141.03	WATER BILL SERVICE ON 5110 CARNATION DUVALL RD NE. FOR JULY
1378	08/07/2023	08/07/2023	598 CITY OF CARNATION	559.08	WATER BILL SERVICE ON 32401 E ENTWISTLE ST FOR JULY
1379	08/07/2023	08/07/2023	598 CITY OF CARNATION	1,196.72	WATER BILL SERVICE ON 31999 E BIRD ST FOR JULY
1380	08/07/2023	08/07/2023	598 CITY OF CARNATION	628.08	WATER BILL SERVICE ON 31000 E BLANCHE ST (MEMORIAL PARK) FOR JULY
1381	08/07/2023	08/07/2023	598 CITY OF CARNATION	732.09	WATER BILL SERVICE ON 4621 TOLT AVE (CITY HALL) FOR JULY
1382	08/07/2023	08/07/2023	598 CITY OF CARNATION	127.08	WATER BILL SERVICE ON 4620 TOLT AVE (TOLT COMMONS) FOR JULY
1383	08/07/2023	08/07/2023	598 CITY OF CARNATION	780.20	WATER BILL SERVICE ON 4301 LARSON AVE (VAC. STATION) FOR JULY
1386	08/07/2023	08/07/2023	598 CITY OF CARNATION	127.08	WATER BILL SERVICE ON 4602 STOSSEL AVE (HOCKERT PARK) FOR JULY
1367	08/03/2023	08/03/2023	691 JOHN DAY HOMES INC	19.32	SEWER / UTILITY REFUND
1374	08/04/2023	08/04/2023	720 KPG PSOMAS	2,465.03	TOLT AVE/ CBD. PROFESIONAL SERVICES FROM JUNE 30- JULY 31-2023
1375	08/04/2023	08/04/2023	720 KPG PSOMAS	8,370.62	TOLT AVE/ CBD. PROFESIONAL SERVICES FROM FEBRUARY 3- TO MARCH 2-2023
1393	08/08/2023	08/08/2023	740 LINDER ELECTRIC, INC	355.72	DISCONNECT POWER TO THE CITY PARK COMMUNITY SPACE AND MAKE SAFE. MATERIAL AND LABOR
1369	08/03/2023	08/03/2023	804 PUGET SOUND ENERGY	6.10	BILLING INITIATION CHARGE AMOUNT FOR POWER NEW BOOSTER PUMP AT THE SHOP
1396	08/08/2023	08/08/2023	804 PUGET SOUND ENERGY	1,474.97	ENERGY BILL SERVICE ON E. ESUGENE ST & TOLT AVE - ST LIGHTS #
1397	08/08/2023	08/08/2023	804 PUGET SOUND ENERGY	638.05	ENERGY BILL SERVICE ON 33100 NE 45TH ST / PUBLIC WORKS SHOP
1399	08/08/2023	08/08/2023	836 SAFEBUILT, LLC	455.00	COST RECOVERY) CONSULTANT BUILDING SERVICES/ DAVID SPENCER JULY 5, 11, 13. 2023
1400	08/08/2023	08/08/2023	836 SAFEBUILT, LLC	1,274.00	(COST RECOVERY) INSPECTION DAVID SPENCER AND AMBER DOWLING.
1401	08/08/2023	08/08/2023	836 SAFEBUILT, LLC	5,043.75	(COST RECOVERY) PLAN REVIEW - 32164 E REITZE ST- LOT 50- LOT 51- 3600 TOLT AVENUE- 32315 EAST REITZE STREET.
1385	08/07/2023	08/07/2023	858 SHARP ELECTRONIC CORP ~ USAGE	1,464.02	COPY MACHIE SERVICE. COPIES MADE/ BILLABLE COPIES. B/W AND COLOR

ACCOUNTS PAYABLE

City of Carnation

Time: 12:53:48 Date: 08/10/2023

As Of: 08/15/2023

Page: 2

Accts Pay #	Received	Date Due		Vendor	Amount	Memo
1394	08/08/2023	08/08/2023	893	UNITED SITE SERVICES	172.16	SEWER LOCATION. SERVICE EVERY 2 WEEKS HAND SANI. REFILL
1395	08/08/2023	08/08/2023	893	UNITED SITE SERVICES	488.46	MEMORIAL PARK- SERVICE 2 DAYS A WEEK. HAND SANI. REFILL
1362	08/03/2023	08/03/2023	898	UTILITIES UNDERGROUND LOCATION CENTER	69.66	EXCAVATION NOTIFICATIONS FOR THE MONTH: 54
1366	08/03/2023	08/03/2023	940	THOMPSON, GUILDNER & ASSOCIATES INC P.S.	938.60	GENERAL COUNSEL
1376	08/04/2023	08/04/2023	1011	FUSIONTEK	4,904.67	AUGUST 1, FULL SERVICE/ ACTIVE DIRECTORY/CYBERSECURITY PACKAGE/AZURE COMPUTER&STORAGE CONSUMPTION/
1390	08/08/2023	08/08/2023	1011	FUSIONTEK	4,934.47	FULL SERVICE 07/01/23 - 07/31/23. AZURE ACTIVE DIRECTORY PREMIUM- ADVANCED CYBERSECURITY PACKAGE- AZURE COMPUTE & STORAGE CONSUMPTION. 07/01/-07/31/2023
1402	08/08/2023	08/08/2023	1011	FUSIONTEK	4,527.36	FULL SERVICE FOR APRIL, 1, 2023 - APRIL,31,2023
1403	08/08/2023	08/08/2023	1011	FUSIONTEK	277.50	EMAIL SEARCH 05/17/2023
1405	08/08/2023	08/08/2023	1011	FUSIONTEK	1,058.99	AZURE COMPUTE & STORAGE CONSUMPTION FOR APRIL
1368	08/03/2023	08/03/2023	1023	KING COUNTY RADIO COMMUNICATION SERVICES	135.33	RADIO COMMUNICATION SERVICES. MONTHLY 7/12023-7/31/2023
1364	08/03/2023	08/03/2023	1043	BENJAMIN ASPHALT, INC	3,000.12	TIMBERFEST TRAFFIC CONTROL
1370	08/03/2023	08/03/2023	1044	STRATUM GROUP INC	3,375.00	(COST RECOVERY) 2ND QUARTER 2023. EOC
1371	08/03/2023	08/03/2023	1044	STRATUM GROUP INC	540.00	(COST RECOVERY) MACKENLY
1384	08/07/2023	08/07/2023	1093	HARGROVE, JENNIFER	840.00	MAY, JUNE, JULY. CONTENT CREATION, PROOFING, RESEARCH AND MEETINGS. 21. HRS
1398	08/08/2023	08/08/2023	1159	GBC CONSTRUCTION,INC	24,625.99	TRACKHOE WITH MOWER & OPERATOR JULY 13, 14, 17, 21, 24, 25, 26,27, 28/2023 AND MOVE IN/ MOVE OUT SOLO TRUVK EQUIPMENT TRAILER
1360	08/03/2023	08/03/2023	1161	EASTSIDE TREE WORKS, LLC	6,902.45	2 HAZARD TREES CUT DOWN. TREE OVER BASKET BALL COURT.
1361	08/03/2023	08/03/2023	1161	EASTSIDE TREE WORKS, LLC	3,424.05	TREES ON BAGWELL STRET TRIMMED/REMOVAL
1372	08/03/2023	08/03/2023	1167	DATABAR	1,598.34	UTILITY BILL SERVICE / POSTAGE
1359	08/03/2023	08/03/2023	1195	FEDEX	152.38	SEWER- MAINTENANCE PARTS ORDERED FROM CANADA.
1363	08/03/2023	08/03/2023	1196	POSTMASTER	244.00	POST OFFICE BOX SERVICE ANNUAL SERVICE FEE.
1389	08/08/2023	08/08/2023	1202	RWS CONSTRUCTION LLC	69,928.45	SIDEWALK AT THE CHURCH. THE CHURCH WILL BE PAYING US FOR A BIT OVER 16K FOR THEIR PORTION OF THE WORK.

Report Total: 158,045.92

ACCOUNTS PAYABLE

City of Carnation

Time: 12:53:48 Date: 08/10/2023

As Of: 08/15/2023

Page: 3

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
----------------	----------	----------	--------	--------	------

This report has been reviewed by:

Ana Cortez

8/10/2022

REMARKS:

Signature & Title

Date



PERIOD: JULY 1 – JULY 31, 2023

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

Total Amount: \$65,842.51

Adjustments: NONE

Ashlyn Farnworth

Ashlyn Farnworth
Assistant to the City Manager

Ana Cortez

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>
001 - General Fund								
BHULLAR, SEERUT Code: A00X 1099 Employee	Regular	30.00	34.00	1,020.00			Direct Deposit Net Check	1,020.00
	GROSS			1,020.00			NET PAY	1,020.00
BURRELL, RYAN Code: A002 Tax Profile: 2 - WA/WA/WA	Regular	3.46	168.00	581.54	Federal W/H (M)	170.00	Direct Deposit Net Check	310.03
	GROSS			581.54	Medicare	8.43	NET PAY	310.03
					Social Security	36.05		
					WA EE 0803-00 Cities & Towns All O	50.27		
					Washington EE Medical Leave	1.04		
					Washington EE Family Leave	2.35		
					Washington State Cares	3.37		
CORTEZ, ANA Code: A003 Tax Profile: 2 - WA/WA/WA	Regular	75.77	160.00	12,122.59	Federal W/H (M)	1,810.40	EE Deferred Compensation \$	980.00
	Holiday	75.77	8.00	606.13	Medicare	204.59	Direct Dep. Distribution 1	800.00
	1099 Pay			1,000.00	Social Security	874.81	DRS EE Plan 3	2,206.31
	Extra Pay			980.00	WA EE 0803-00 Cities & Towns All O	47.87	DRS ER Plan 3 - Match	1,381.15
	GROSS			14,708.72	Washington EE Medical Leave	26.90	ER Dental	109.28
					Washington EE Family Leave	60.93	ER Life	18.75
					Washington State Cares	87.52	ER Medical	1,751.40
							ER Vision	19.06
DEHAVEN, NICK Code: A00M 1099 Employee	Regular	30.00	17.58	527.40			Direct Deposit Net Check	527.40
	GROSS			527.40			NET PAY	527.40
ENDER, RHONDA Code: A00J Tax Profile: 2 - WA/WA/WA	Regular	52.88	160.00	8,461.54	Federal W/H (H)	1,019.61	DRS EE Plan 2	565.06
	Holiday	52.88	8.00	423.08	Medicare	139.65	EE Deferred Compensation %	87.97
	GROSS			8,884.62	Social Security	597.12	DRS ER Plan 2 - Match	834.27
					Washington EE Medical Leave	17.32	ER Dental	109.28
					Washington EE Family Leave	39.24	ER Life	18.75
					Washington State Cares	56.37	ER Medical	1,305.22
							ER Vision	19.06
FARNWORTH, ASHLYN Code: A004 Tax Profile: 1 - WA/WA/WA	Regular	30.77	160.00	4,923.07	Federal W/H (H)	649.94	DRS EE Plan 3	258.46
	Holiday	30.77	8.00	246.15	Medicare	75.66	DRS ER Plan 3 - Match	48.54
	GROSS			5,169.22	Social Security	323.50	ER Dental	57.78
					WA EE 0803-00 Cities & Towns All O	47.87	ER Life	18.75
					Washington EE	9.30	ER Medical	872.06

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
					Medical Leave Washington EE Family Leave Washington State Cares	ER Vision 21.07 30.26	9.54			
FULTON, KATI Code: A00V Tax Profile: 1 - WA/WA/WA	Regular GROSS	20.00	115.18	2,303.60 2,303.60	Federal W/H (S) Medicare Social Security Washington EE Medical Leave Washington EE Family Leave Washington State Cares	119.60 33.41 142.82 4.11 9.30 13.36	Direct Deposit Net Check NET PAY	1,981.00 1,981.00		
GARCIA JIMENEZ, BIBI Code: A00K Tax Profile: 2 - WA/WA/WA	Regular Overtime Holiday Sick GROSS	26.08 39.12 26.08 26.08	124.80 4.00 8.00 8.00	3,254.78 156.48 208.64 208.64 3,828.54	Federal W/H (H) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave Washington State Cares	58.59 60.73 259.66 38.54 7.47 16.91 24.29	DRS EE Plan 2 DRS ER Plan 2 - Match ER Dental ER Life ER Medical ER Vision ER Dental DP ER Medical DP ER Vision DP	243.50 359.50 120.50 18.75 1,567.60 17.10 2.20 18.00 0.20	Direct Deposit Net Check NET PAY	3,118.85 3,118.85
GARCIA, GUSTAVO Code: A00U Tax Profile: 1 - WA/WA/WA	Regular Overtime Holiday Extra Pay On Call GROSS	34.69 52.04 34.69 2.67	160.00 26.00 8.00 308.00	5,550.40 1,352.91 277.52 50.00 822.36 8,053.19	Federal W/H (M) Medicare Social Security Washington EE Medical Leave Washington EE Family Leave Washington State Cares	652.72 127.74 546.18 15.70 35.57 51.10	DRS EE Plan 2 Union Amount DRS ER Plan 2 - Match ER Dental ER Life ER Medical ER Vision ER Dental DP ER Medical DP ER Vision DP	512.18 78.05 756.19 120.50 18.75 1,567.60 17.10 2.20 18.00 0.20	Direct Deposit Net Check NET PAY	6,033.95 6,033.95
GREEN, DUSTIN Code: A005 Tax Profile: 2 - WA/WA/WA	Regular GROSS	3.46	168.00	581.54 581.54	Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave Washington State	8.43 36.06 50.27 1.04 2.35 3.37	Direct Deposit Net Check NET PAY	480.02 480.02		

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
					Cares					
HARRIS, TIM Code: A006 Tax Profile: 2 - WA/WA/WA	Regular GROSS	4.04	168.00	678.46 678.46	Federal W/H (M) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave Washington State Cares	568.39 9.84 42.07 50.27 1.21 2.74 3.94	Direct Deposit Net Check NET PAY	0.00 Zero Net		
HAWKINS, ADAIR Code: A007 Tax Profile: 2 - WA/WA/WA	Regular GROSS	3.46	168.00	581.54 581.54	Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave Washington State Cares	8.43 36.05 50.27 1.04 2.35 3.37	Direct Deposit Net Check NET PAY	480.03 480.03		
INSINGER, ERIK Code: A000 Tax Profile: 1 - WA/WA/WA	Regular Holiday Vacation Extra Pay GROSS	38.01 38.01 38.01	160.00 8.00 27.63	6,082.38 304.12 1,050.35 50.00 7,486.85	Federal W/H (M) Medicare Social Security Washington EE Medical Leave Washington EE Family Leave Washington State Cares	584.76 118.75 507.77 14.60 33.07 47.50	DRS EE Plan 2 DRS ER Plan 2 - Match ER Dental ER Life ER Medical ER Vision	476.16 703.02 109.28 18.75 1,751.40 19.06	Direct Deposit Net Check NET PAY	5,704.24 5,704.24
KNIGHT, EMMA Code: A00R Tax Profile: 1 - FL/WA/WA	Regular GROSS	30.00	33.80	1,014.00 1,014.00	Medicare Social Security Washington EE Medical Leave Washington EE Family Leave Washington State Cares	14.70 62.87 1.81 4.09 5.88	Direct Deposit Net Check NET PAY	924.65 924.65		
MULLHOLLAND, HEATHER Code: A00Q Tax Profile: 1 - WA/WA/WA	Regular Holiday GROSS	30.51 30.51	138.43 8.00	4,223.50 244.08 4,467.58	Federal W/H (H) Medicare Social Security Washington EE Medical Leave	29.74 70.86 303.00 8.71	DRS EE Plan 3 DRS ER Plan 3 - Match ER Dental ER Life	223.38 419.51 120.50 18.75	Direct Deposit Net Check NET PAY	3,783.82 3,783.82

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>
					Washington EE Family Leave 19.73	ER Medical 1,567.60 ER Vision 17.10		
					Washington State Cares 28.34	ER Dental DP 2.20 ER Medical DP 18.00 ER Vision DP 0.20		
PARADIS, LARRY Code: A00S Tax Profile: 1 - WA/WA/WA	Regular GROSS	32.00	163.31	5,225.92 5,225.92	Federal W/H (M) 313.44 Medicare 75.77 Social Security 324.01 Washington EE Medical Leave 9.31 Washington EE Family Leave 21.10 Washington State Cares 30.31		Direct Deposit Net Check 4,451.98 NET PAY 4,451.98	
RIBAIL, JIM Code: A00B Tax Profile: 2 - WA/WA/WA	Regular GROSS	4.62	168.00	775.38 775.38	Federal W/H (M) 200.00 Medicare 11.24 Social Security 48.08 WA EE 0803-00 Cities & Towns All O 50.27 Washington EE Medical Leave 1.38 Washington EE Family Leave 3.13 Washington State Cares 4.50		Direct Deposit Net Check 456.78 NET PAY 456.78	
SCHELL, BRANDON Code: A00H Tax Profile: 2 - TX/WA/WA	Regular Floating Holiday Management Leave GROSS	55.29 55.29 55.29 55.29	160.00 8.00 8.00 6.00	8,846.15 442.31 442.31 331.73 10,062.50	Federal W/H (M) 784.06 Medicare 146.35 Social Security 625.74 WA EE 0803-00 Cities & Towns All O 49.67 Washington EE Medical Leave 19.62 Washington EE Family Leave 44.45 Washington State Cares 63.84	DRS EE Plan 2 639.98 EE Deferred 914.77 Compensation % DRS ER Plan 2 - Match 944.87 ER Dental 109.28 ER Life 18.75 ER Medical 1,751.40 ER Vision 19.06	Direct Deposit Net Check 6,774.02 NET PAY 6,774.02	
TIPTON, MIKE Code: A00F Tax Profile: 2 - WA/WA/WA	Regular Holiday GROSS	42.76 42.76	160.00 8.00	6,841.85 342.09 7,183.94	Federal W/H (M) 823.41 Medicare 113.95 Social Security 487.23 WA EE 0803-00 Cities & Towns All O 47.87 Washington EE Medical Leave 14.01 Washington EE Family Leave 31.73	DRS EE Plan 2 456.90 DRS ER Plan 2 - Match 674.57 ER Dental 109.28 ER Life 18.75 ER Medical 1,751.40 ER Vision 19.06	Direct Deposit Net Check 5,208.84 NET PAY 5,208.84	

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>			
WILMES, LORA Code: A00D Tax Profile: 2 - WA/WA/WA	Regular	48.08	160.00	7,692.30	Federal W/H (M)	784.56	DRS EE Plan 3	403.85	Direct Deposit Net Check	6,062.07	
	Holiday	48.08	8.00	384.62	Medicare	128.11	DRS ER Plan 3 - Match	758.42	NET PAY	6,062.07	
	GROSS			8,076.92	Social Security	547.79	ER Dental	171.06			
					WA EE 0803-00 Cities & Towns All O	47.87	ER Life	18.75			
					Washington EE Medical Leave	15.75	ER Medical	2,184.58			
					Washington EE Family Leave	35.68	ER Vision	28.58			
					Washington State Cares	51.24					
	Subtotals for Dept: 001	Regular	2,747.10		81,287.94	Federal W/H	8,569.22	DRS EE Plan 2	2,893.78	20 DD Vouchers	64,842.51
		Overtime	30.00		1,509.39	Medicare	1,356.64	DRS EE Plan 3	3,092.00	2 DD Distributions	1,000.00
		Floating	8.00		442.31	Social Security	5,800.81	DRS ER Plan 2 - Match	4,272.42	NET PAY	65,842.51
	Holiday	80.00		3,478.74	WA EE 0803-00 Cities & Towns All O	531.04	DRS ER Plan 3 - Match	2,607.62			
	Management Leave	6.00		331.73	Washington EE Medical Leave	170.32	EE Deferred Compensation \$	980.00			
	Sick	8.00		208.64	Washington EE Family Leave	385.79	EE Deferred Compensation %	1,002.74			
	Vacation	27.63		1,050.35	Washington State Cares	508.56	ER Dental	1,136.74			
	1099 Pay			1,000.00			ER Dental DP	6.60			
	Extra Pay			1,080.00			ER Life	187.50			
	On Call	308.00		822.36			ER Medical	16,070.26			
	GROSS	3,214.73		91,211.46			ER Medical DP	54.00			
							ER Vision	184.72			
							ER Vision DP	0.60			
							Union Amount	78.05			
Total Company											
Company Totals	Regular	2,747.10		81,287.94	Federal W/H	8,569.22	DRS EE Plan 2	2,893.78	20 DD Vouchers	64,842.51	
	Overtime	30.00		1,509.39	Medicare	1,356.64	DRS EE Plan 3	3,092.00	2 DD Distributions	1,000.00	
	Floating	8.00		442.31	Social Security	5,800.81	DRS ER Plan 2 - Match	4,272.42	NET PAY	65,842.51	
	Holiday	80.00		3,478.74	WA EE 0803-00 Cities & Towns All O	531.04	DRS ER Plan 3 - Match	2,607.62			
	Management Leave	6.00		331.73	Washington EE Medical Leave	170.32	EE Deferred Compensation \$	980.00			
	Sick	8.00		208.64	Washington EE Family Leave	385.79	EE Deferred Compensation %	1,002.74			
	Vacation	27.63		1,050.35	Washington State Cares	508.56	ER Dental	1,136.74			
	1099 Pay			1,000.00			ER Dental DP	6.60			
	Extra Pay			1,080.00			ER Life	187.50			
	On Call	308.00		822.36			ER Medical	16,070.26			
	GROSS	3,214.73		91,211.46			ER Medical DP	54.00			
							ER Vision	184.72			
							ER Vision DP	0.60			
							Union Amount	78.05			

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay <input type="checkbox"/>
						ER Vision 184.72 ER Vision DP 0.60 Union Amount 78.05	
Total Net Pay							<u><u>65,842.51</u></u>





AUGUST 15, 2023

TO: CARNATION CITY COUNCIL

**FROM: ANA CORTEZ,
CITY MANAGER**

RE: GOAL REVIEW

The City Manager respectfully presents an update on the priorities and goals set by the City Council in January 2023. One of the most important outcomes from the City Council's annual retreat was the development of twelve goals that guide deliverables from the City Manager's Office.

These goals reflect desired impacts and outcomes that the Council wishes to see in the City of Carnation. This list also reflects the multiyear nature of complex projects needed to achieve the overall vision of the City of Carnation.

This list defines and focuses staff's work and production. This list is not intended to limit staff nor to cap delivery of basic services such as utilities, permitting and licensing. Implicitly, City staff will have its own set of goals set by the City Manager and the Management Team. Supervisor will monitor goal achievement of staff. The City Council monitors progress made on these goals by the City Manager.

The attached table lists goals, milestones, rate of completion and expected end dates. This table will be updated and presented to the Council no less than twice per year. This table shall also be used during the evaluation of the City Manager.

The City Manager wishes to engage the City Council on a discussion to determine if new goals need to be added to this list while others need to be postponed for the next biennial. It is important to understand that it is the Council's prerogative to modify these goals and in doing so, adjusting timelines for milestones and end dates.

The City Manager seeks clarification on the level of urgency on activities pertaining to SR203. The City Manager understands that residents are concerned with safety at Tolt Hill Rd and 203, Tolt Hill Rd and 202 and that the Council is concerned with traffic impacts from the completion of Mainvue. Effective address of these problems requires collaboration by State and County partners. Furthermore, solutions in these areas will be expensive and likely qualify for Federal funding. This subgoal under the implementation of the City's economic development strategy is easily the most complex of all the activities set forth by Council. For this reason, 2026-2030 has been set as the target completion date.

Does the Council wish to shorten the timeline to address safety concerns with 203? Should this task move up in priority? Should additional resources be allocated to this goal?

CITY COUNCIL GOALS - CITY MANAGER'S PRIORITIES FOR FY 2023 AND FY 2024

	What?	Status?	Expected Completion	Impact
Finish Phase II- Tolt	Sidewalk	100%	9.2023	Mobility
	ADA ramps	50%	12.203	Accessibility
EOC	Release bid	100%	done	Safety
	Break Ground	1%	TBD	Accessibility
	New concept	50%	TBD	Safety
	Lord's	80%	10.1.2023	Office space
	Containers	50%	10.1.2023	Community Space
	Miracle	90%	9.1.2023	Control
Economic Development	Annexation - South	5%	5.1.2024	Assets
	Annexation- North	25%	5.1.2024	Assets
	Schefer	90%	2026	Benefits
	Microbusiness	25%	6.1.2024	Benefits
	Uses on 203	30%	2026-2030	Safety
	Land acquis/dev	50%	2024	Safety
	Annexation Document	50%	12.2023	Policy framework
Transportation Loops	Redmond Loop	10%	2024	Access
	Bellevue Loop	10%	2024	Access
	Mercer Island Loop	10%	2024	Access
	Issaquah Loop	10%	2024	Access
Comprehensive Plan Update	Utilities	80%	2024	Policy framework
	Housing	80%	2024	Policy framework
	Land use	70%	2024	Policy framework
	Parks	80%	2024	Policy framework
Franchise	Comcast	75%	12.2023	Benefits
	Recology	NA		
Master Plan for South West	Land use	80%	3.2024	Policy framework
	Traffic/Roads	80%	3.2024	Policy framework
	Community Engagement	5%	3.2024	Policy framework
	Recreation	5%	3.2024	Policy framework
	Environmental Resilience	5%	3.2024	Policy framework
Utilities Asset Inventory	Water	25%	6.2024	Asset protection
	Sewer	25%	6.2024	Asset protection
	Stormwater	25%	6.2024	Asset protection
	Roads	25%	6.2024	Asset protection
Strategic Partnerships	Creative Economies	90%	on-going	Mutual support
	Snoqualmie Tribe	90%	on-going	Mutual support
	King County Parks	90%	on-going	Mutual support
	King County Roads	90%	on-going	Mutual support
	WADOT	90%	on-going	Mutual support
	King County Local	90%	on-going	Mutual support
	Remlinger	90%	on-going	Mutual support
	Carnation Chamber	90%	on-going	Mutual support
	Snoqualmie Chamber	90%	on-going	Mutual support
	Port	90%	on-going	Mutual support
	Sr. Center	90%	on-going	Mutual support
	Empower Youth	90%	on-going	Mutual support
	Code Enforcement	Tolt Ave	50%	on-going
West		25%	on-going	Economic vitality
East		25%	on-going	Economic vitality
Foudation Document Updates	Council Rules Update	5%	12.2023	Policy consistency
	Personnel Manual Update	5%	12.2023	Policy consistency
	New Bank	5%	12.2023	Improved services



SHERIFF
KING COUNTY

COST MODEL REVIEW FOR CONTRACT CITIES

Summary of MGT Consulting's Report on
King County Sheriff's Office
Final Report May 31, 2023





EXECUTIVE SUMMARY

BACKGROUND

Carnation is a Contract City for King County Sheriff's Office (KCSO) that utilizes the Shared Supervision Model.

PROJECT OBJECTIVES

King County partnered with MGT to conduct and provide a detailed assessment of the KCSO practices for allocating costs to its 16 Contract Entities.

SUMMARY OF FINDINGS

MGT met with County and Contract City Representatives, reviewing the Interlocal Agreement (ILA) and the Contract Cities Cost Model.

MGT Findings:

- Contract Cities acknowledge the benefits of having a relationship with KC.
- Generally, Contract Cities are pleased with KCSO services but are concerned with recent cost increases and vacancies of sworn personnel.
- Primary driver of cost increases was the multi-year Collective Bargaining Agreement (CBA) and the recent increase in risk management.
- KCSO Contract has a significant impact on local budgets.
- Current Cost Model reflects the ILA but is too complicated.
- Contract Cities seek transparency and simplification of the Cost Model.



SUMMARY OF MGT RECOMMENDATIONS

MGT provides supporting analyses for these recommendations within the detailed Cost Model Review for Contract Cities Report for King County.

MGT Recommendations:

- KCSO should adopt an Enterprise Fund Model for budgeting and reporting of costs associated with services provided to all 16 Contract Entities in compliance with the Government Accounting Standards Board (GASB).
- The new Model will increase transparency in reporting and simplify the accounting and preparation costs associated with the current Model.
 - Enterprise fund will assist parties in development of multi-year financial plans.
 - Recommends monthly and annual reporting of planned vs. actual expenses.
 - Improves the sharing of information.



SUMMARY OF MGT RECOMMENDATIONS

CONTINUED

MGT recommendations to current Policies and Procedures in addressing issues of transparency and allocation of Costs to Contract City's.

Changes to Current Policies:

- KCSO should post all reports on a shared website so that every Contract Entity can access said reports - improving transparency and customer relations.
- KCSO should estimate the Reconciliation Credits for the prior year and reduce the amount in estimate for Proposed Exhibit B, basing the estimates on Reconciliation Credits from the past 2-3 years of Adjustments.
- KCSO should request the County's HR department designate an analyst to expedite the updates to PeopleSoft system.



EXHIBIT B EX:

KCSO document, established by the ILA which identify the costs charged to each Contract City.

Separate Exhibit Bs are prepared for each city twice annually (Proposed and Adopted), outlining the following:

- Cost of Dedicated Personnel
- Additional Police Services
- Overhead

Carnation						
Exhibit B			Cost Book:	Adopted		
			Draft or Final:	FINAL		
			Date:	21-Jun-23		
2023 Adopted Cost Book						
Dedicated Police Services	Units	Salary	Benefits	Step 6 Adjustmt	Total Cost	FTEs
Officers	1.0	\$123,810	\$38,859	\$6,708	\$169,377	1.00
Overtime Adjustment (optional)					\$0	--
Overtime					\$10,447	--
Cost of Dedicated Personnel, Subject to Reconciliation					\$179,824	1.00
Uniform, Equipment, and Supplies					\$1,963	--
Vehicles					\$16,114	--
Cell Phones	1			\$998	\$998	--
800MHz					\$2,185	--
Subtotal, Dedicated Police Services					\$201,084	1.00
Additional Police Services	Units	Salary	Benefits	Other Costs	City Cost	FTEs
Precinct Command Staff	0.55%	\$787,794	\$179,465	\$86,630	\$5,789	0.02
Patrol Supervision	0.55%	\$1,932,428	\$536,339	\$509,657	\$16,361	0.07
Detective Supervision	0.51%	\$162,209	\$43,908	\$31,407	\$1,207	0.01
Shared Patrol	3.10%	\$123,810	\$38,859	\$40,894	\$182,914	0.90
Shared Detectives	0.51%	\$388,733	\$118,852	\$96,313	\$3,068	0.02
Precinct Support Staff	2.01	Per Precinct FTE		\$4,063	\$8,165	0.05
Communications/Dispatch	0.22%	\$6,881,821	\$2,910,137	\$723,074	\$23,446	0.17
Hostage Negotiation Team	0.59%	\$18,731	\$4,420	\$20,588	\$258	0.00
Major Crimes Investigation	0.14%	\$3,773,883	\$1,172,936	\$1,374,819	\$8,640	0.04
MARR Unit	0.00%	\$901,315	\$281,385	-\$389,524	\$0	0.00
SWAT (TAC-30) Team	0.00%	\$316,291	\$86,973	\$478,233	\$0	0.00
Fire Investigation Unit					\$1,342	0.01
Subtotal, Additional Police Services					\$251,191	1.28
Central County Overhead				2.4%	\$13,041	
Sheriffs Office Overhead				6.6%	\$35,376	
Direct Support Services Overhead				7.0%	\$37,860	
Subtotal, Overhead					16.0%	\$86,277
TOTAL CONTRACT COST					\$538,552	2.54
Amount 2023 cost DECREASED due to workload =					-\$6,431	
Total Wireless Cards:	0		Less: 2022 Adopted Exhibit		-\$480,354	
			Increase/(Decrease) Over Prior Year		\$58,198	12.1%
			Excluding: Impact of workload		\$6,431	
			Increase Over Prior Year (excluding workload)		\$64,629	13.5%

AClouse 6/22/2023

Carnation			
Overhead Paid by Each Contract City - (2023 Adopted Exhibits)			
	No Charge	Charge	Carnation
Central County Overhead			
Building Tenant Charge – Downtown Seattle Complex		Y	\$ 754
Building Tenant Charge – Com Center		Y	109
Building Tenant Charge – PMU		Y	390
Building Tenant Charge – Range		Y	569
Building Tenant Charge – Pacific Raceways		Y	158
Building Tenant Charge – Photo Lab		Y	82
Subtotal, Building Tenant Charge – Other		Y	1,309
General Government (County Executive, Deputy Executive, Council, etc.)	N		-
Bus Pass Subsidy Program	N		-
Budget Services and Office of Performance, Strategy & Budget	N		-
Personnel Services (Labor relations, recruitment, education, training, civil rights compliance, etc.)		Y	3,008
Financial Management (Central payroll, accounting systems, data processing, etc.)		Y	373
Fixed Assets/Real Property Management (Central maintenance of fixed asset inventory & leases)		Y	104
Ombudsman & State Auditor	N		-
Central County Records Management (Not KCSO Police records)	N		-
Business Relations Economic Development	N		-
Office of Emergency Management	N		-
Officer Insurance		Y	7,493
Subtotal			\$ 13,041
% of Total Exhibit			2.4%
Sheriff's Office Overhead	No Charge	Charge	Carnation
Sheriff Administration	N		-
Inspectional Services Unit	N		-
Budget & Accounting		Y	4,678
Contract Services		Y	906
Internal Investigations		Y	3,297
Information Services Section		Y	6,858
Legal Unit		Y	1,092
Personnel Section		Y	5,866
Public Disclosure Unit		Y	3,582
Research, Planning & Informational Services		Y	2,527
Precinct Facility Charges		Y	462
Precinct Facility Credits		Y	-
Patrol Ops Unit		Y	4,197
Central IT		Y	1,826
Major Accident Response & Reconstruction (Officer-involved accidents)		Y	189
Misc. Revenue - From HUD, SRD & False Alarm Civil Penalty		Y	(103)
Subtotal			\$ 35,376
% of Total Exhibit			6.6%
Direct Support Services Overhead	No Charge	Charge	Carnation
Photo Lab		Y	623
Polygraph Unit		Y	453
Property Management Unit & Evidence Storage		Y	4,239
Records (e.g. police reports & criminal history)		Y	3,550
Data Unit (e.g. warrants, orders, DVIU reports and MARK43 RMS system)		Y	5,231
Ravensdale Firing Range		Y	2,709
Training Unit		Y	21,054
Subtotal			\$ 37,860
% of Total Exhibit			7.0%
TOTAL Overhead			\$ 86,277
% of Total Exhibit			16.0%
Total 2023 Adopted Exhibit			\$ 538,552

AC 6/22/2023



MGT REVISIONS TO THE ILA

MGT Recommendations for County and Contract Cities to revise the Interlocal Agreement (ILA):

- Remove services KCSO no longer offers due to budgeting.
- Clarify types of arrangements that Contract Cities can select.
- Provide for the preparation of one Exhibit B for each Contract City 3 months before the start of the Fiscal Calendar Year.
- Reflect the recognition of historical reconciliation adjustments in Exhibit B to reduce the size of Post-Year Adjustments.
- Authorize KCSO to develop materials that better explain the operation of the ILA and Cost Model. (Visual displays, Excel, Flow Charts, Videos)
- KCSO should develop a Succession Plan to ensure smooth transition of responsibilities.
- KCSO and Contract Cities should develop protocols for use of non-sworn personnel for activities where sworn personnel are not necessary (Parades, School Traffic)



MGT REPORT HIGHLIGHTS

POTENTIAL ALTERNATIVES TO COST ASSUMPTIONS FOR SUSTAINABILITY

Discussed more in depth in Section VII of Report:

- Primary driver in increasing costs is the increase in dedicated Full-Time Equivalents (FTEs) and the increase in Salary and Benefits for KCSO personnel.
- MGT recommends KCSO make appropriate adjustments to Salaries and Benefits, along with related Costs, to account for vacancies.

Section VII Highlights:

- Analyses of Exhibit Bs from 2013-2022 of the 12 Contract Cities:
 - Significant Adopted Cost increases were highly correlated with increases in FTEs and Salaries and Benefits for those positions.
 - Total overhead costs as percentage of Total adopted costs increased from 12% to 15%.

REVIEW CALCULATION OF CREDITS FOR VACANCIES AND OVERTIME ASSUMPTIONS

Discussed more in depth in Section VI of Report:

- Overtime amounts are estimated based on comparing Actual overtime chargers for one month annualized and Amounts charged for prior year.
- Current Methodology does not provide Credit for vacancies in Annual Allocation Process.
 - MGT recommends Credits be included in the Annual Reconciliation Process for overhead related to vacancies.

ENTERPRISE FUND MODEL

RECOMMENDATIONS FOR BASES OF ALLOCATION

MGT Recommendations provide a bases for New Costs Allocation Model, including Bases of Allocation:

- Implementation of Contract Cities Enterprise Fund
- Utilization of Actual Expenditures vs. Proposed Budget
- Determine Invoicing Process (Quarterly, Annually)

An enterprise fund is a separate accounting and financial reporting mechanism for which revenues and expenditures are segregated into a fund with financial statements separate from all other governmental activities.

- Identifies the total direct and indirect costs to provide the service and the sources and amounts of revenues that support the service for which a fee is charged in exchange for service.
- Direct costs generally consist of personnel services, expenses and capital outlay, which are budgeted and accounted for in the enterprise fund.
- Indirect costs are expenditures budgeted and accounted for in the general fund on behalf of the enterprise fund, which are allocated to the enterprise fund for funding.

IMPLEMENTATION

MGT can be available to assist in recommending Implementation steps once the County Oversight Committee agrees.

CONTRACT CITIES AND COST UNIT STAFF IDEAS FOR NEW PROGRAMS

Initiatives Mentioned:

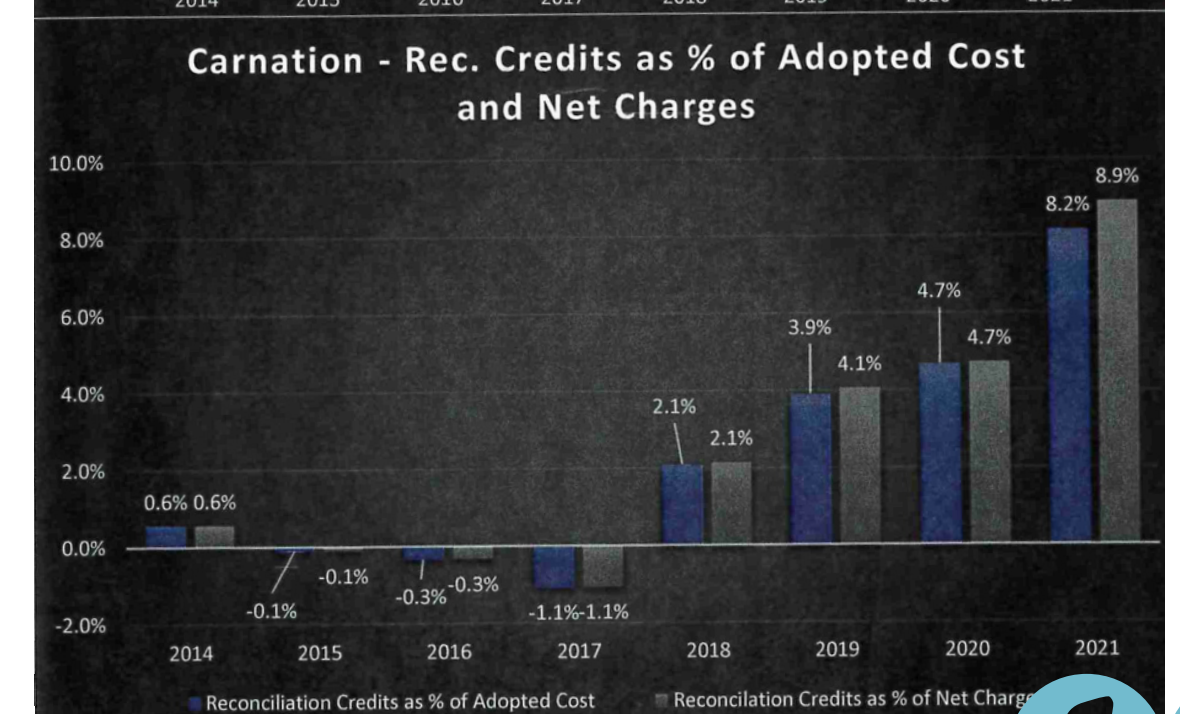
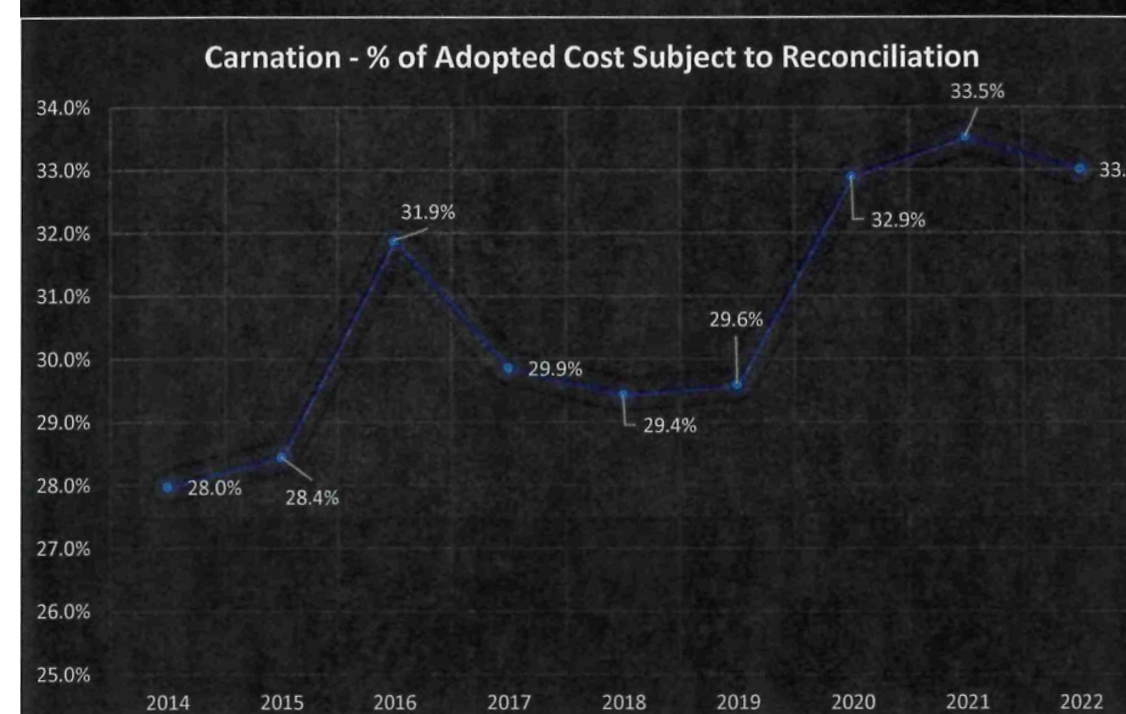
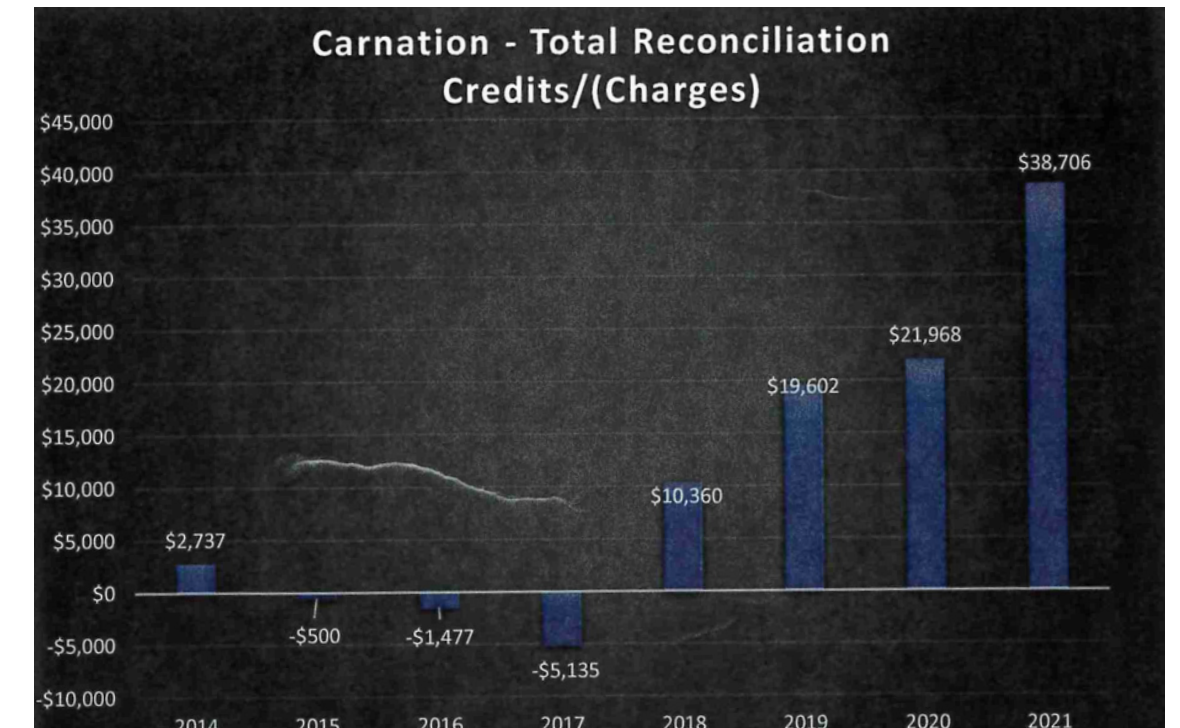
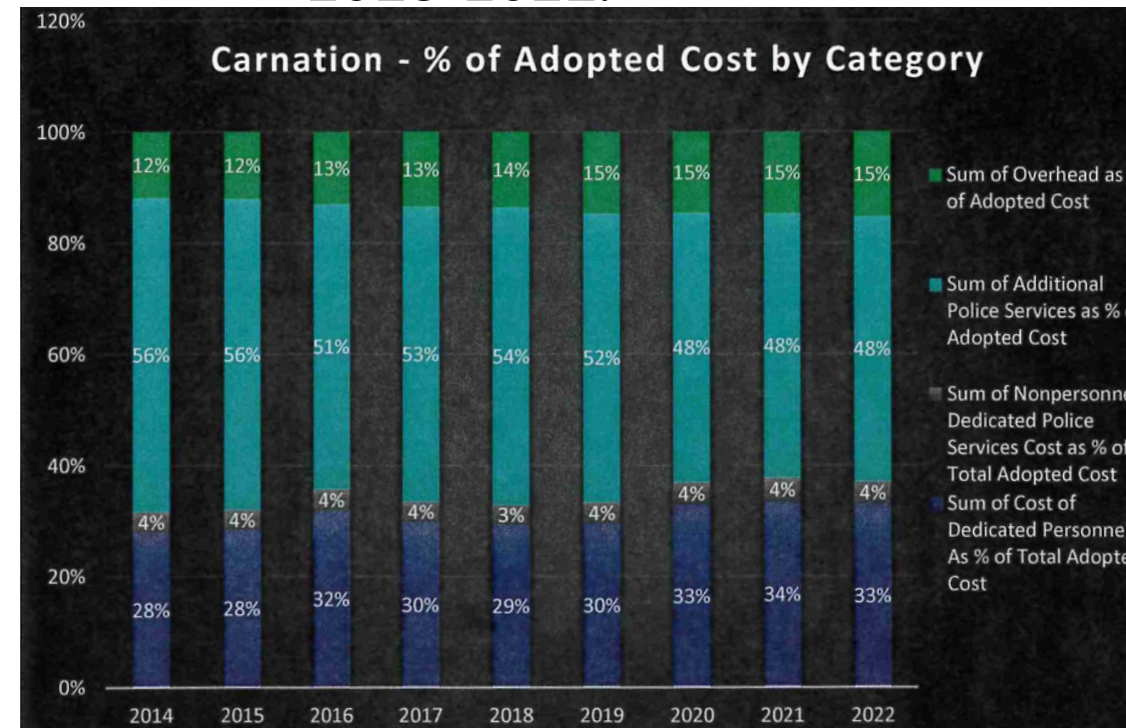
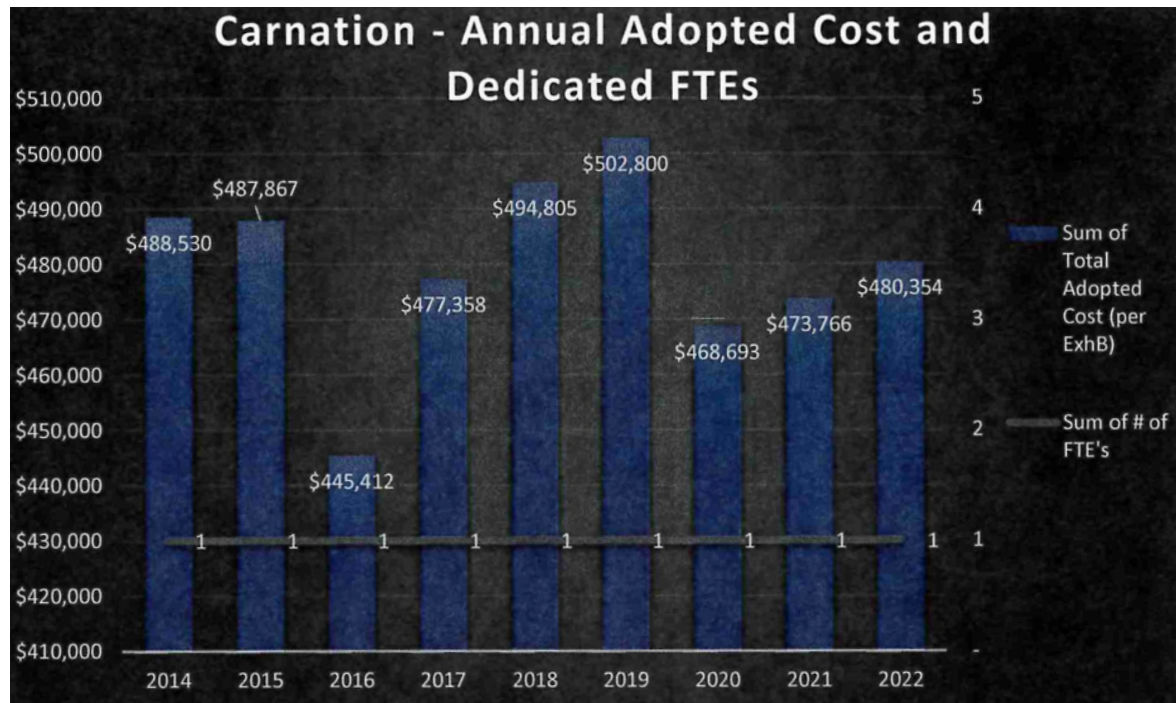
- Body Cameras.
- Training of Officers on engagements and anti-bias issues.
- Improved Crime reporting at the Contract City level.
- Expanded gun buyback program.



COST BOOK AND RECONCILIATION ANALYSIS: CARNATION

Summary for Carnation (Shared Supervision Model):

- 2016 decrease in Adopted Costs of 8.7% due to Patrol Services.
- 2017 increase in Adopted Costs due to Shared Patrol increase of \$20K.
- Overhead as percentage of Adopted Cost increased from 12% to 15% from 2013-2022.
- Reconciliation Credits were between 2.1% to 8.2% of Adopted Cost from 2018-2021.





SHERIFF

KING COUNTY

THANK YOU

Prepared June 2023 by Kati Fulton
(*Municipal Intern*)

Please refer Questions to Ashlyn Farnworth
(*Public Information Officer*)
ashlyn.farnworth@carnationwa.gov



COUNCIL SESSION #2

8.15.23

GENERAL FUND- REVENUES

	Actual	Actual	Estimated	Proposed
FUND	2021	2022	BUDGET 2023	BUDGET 2024
001				
TAXES	\$ 1,336,921.12	\$ 1,439,064.00	\$ 1,403,528.00	\$ 1,543,630.86
LICS + PERMITS	\$ 241,333.41	\$ 229,580.00	\$ 239,387.00	\$ 305,202.86
STATE REVS	\$ 127,614.35	\$ 455,908.00	\$ 64,146.00	\$ 46,513.71
CHARGES	\$ 152,398.59	\$ 342,122.00	\$ 216,629.00	\$ 605,910.86
MISC	\$ 14,734.51	\$ 85,670.00	\$ 15,943.00	\$ 81,951.43
12% UTILITY TAX ON CITY	\$ -		\$ -	\$ 324,000.00
			\$ 1,939,633.00	\$ 2,907,209.71



FEES

- 3% ESCALATOR ACROSS THE BOARD
- STILL COST RECOVER PHILOSOPHY
- STATE EXPECTED REVENUES
- 12% UTILITY TAXES ON WATER AND SEWER GROSS

EXPENSES

FUND			Estimated	Proposed
001	2021	2022	2023	BUDGET 2024
Legislative	\$ 53,790.00	\$ 263,417.00	\$ -	\$ 75,000.00
Judicial	\$ -		\$ -	\$ 28,000.00
Executive	\$ 38,709.00	\$ 98,930.00	\$ -	\$ 211,000.00
Administration/IT	\$ 167,909.00	\$ 153,712.00	\$ 68,571.43	\$ 313,000.00
Legal	\$ 81,579.00	\$ 137,397.00	\$ 34,285.71	\$ 80,000.00
Other		\$ 2,065.00	\$ -	\$ -
Central Services	\$ 110,742.00	\$ 82,670.00	\$ 334,611.43	\$ 250,000.00
General Gov	\$ 2,008.00	\$ 225.00	\$ -	\$ -
Public Safety	\$ 546,447.00	\$ 527,366.00	\$ 530,000.00	\$ 600,000.00
Protective services- inspection	\$ 23,744.00	\$ 28,000.00	\$ -	\$ -
Emergency	\$ 9,800.00	\$ 2,301.00	\$ -	\$ -
Garbage	\$ 16,651.00	\$ 16,651.00	\$ -	\$ -
Child care	\$ 4,614.00	\$ 3,988.00	\$ -	\$ -
Community Services		\$ 1,545.00	\$ 61,873.71	\$ 80,000.00
CED	\$ 544,950.00	\$ 491,397.00	\$ 1,147,220.57	\$ 600,000.00
Child and Youth	\$ 10,000.00	\$ 7,000.00	\$ -	
Senior	\$ 10,000.00	\$ 7,000.00	\$ -	
commuity events	\$ 12,604.00	\$ 18,551.00	\$ -	
Parks Ops	\$ 55,734.00	\$ 55,070.00	\$ 216,210.86	\$ 220,000.00
Interfunds	\$ 387,000.00	\$ 1,018,400.00	\$ 438,000.00	\$ 438,000.00
	\$ 2,076,281.00	\$ 2,915,685.00	\$ 2,830,773.71	\$ 2,895,000.00

SALARY- FUND 01

EXEC	\$ 160,028.34
ADMIN	\$ 112,374.25
CED	\$ 309,780.24

\$ 582,182.83



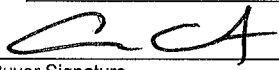
CARNATION CITY COUNCIL

AGENDA BILL

TITLE: A RESOLUTION Directing City Manager to Execute Purchase and Sale Agreement for Lot B, City of Carnation Short Subdivision No. SHP17-00003 (4001 Tolt Ave)	Agenda Bill No.:	AB23-83			
	Type of Action:	RESOLUTION			
	Origin: <i>(Council/Manager)</i>	City Manager			
	Agenda Bill Author:	City Manager			
EXHIBITS: <ul style="list-style-type: none"> • Purchase Sale Agreement • Proposed Resolution 	Date Submitted:	8/9/2023			
	For Agenda of:	8/15/2023			
	Expenditure Required:	0			
	Amount Budgeted:	0			
	Appropriation Required:	0			
SUMMARY STATEMENT AND DISCUSSION: <p>The City of Carnation wishes to acquire the Lord’s House which has served as a bed and breakfast for at least one year. The property is strategically located in an area that could become a gateway into Carnation for traffic coming North on SR 203. This purchase complements the purchase of King County Parcel No. 8657300145 (the Miracle Lot) . The City is currently negotiating a purchase price the reflects findings from the home inspection conducted on August 9, 2023.</p>					
RECOMMENDED ACTION: I move to adopt a resolution directing City Manager to execute Purchase and Sale Agreement for Lot B, City of Carnation Short Subdivision No. SHP17-00003 (4001 Tolt Ave) after negotiations account for building code concerns and structural deficiencies per home inspection on August 9, 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.:		

RESIDENTIAL PURCHASE AND SALE AGREEMENT
Specific Terms

1. **Date:** July 31, 2023 **MLS No.:** 2072213 **Offer Expiration Date:** 08/01/2023
2. **Buyer:** City of Carnation
Buyer _____ Status _____
3. **Seller:** Anthony A Spencer Kellian M Spencer
Seller _____ Seller _____
4. **Property:** Legal Description attached as Exhibit A. Tax Parcel No(s): 1625079081
4001 Tolt Ave Carnation King WA 98014
Address City County State Zip
5. **Included Items:** stove(s)/range(s); refrigerator(s); washer(s); dryer(s); dishwasher(s); microwave(s);
 fireplace insert(s); wood stove(s); satellite dish; security system; hot tub; attached camera(s);
 attached speaker(s); attached TV(s); generator; _____
6. **Purchase Price:** \$ 870,000.00 Eight Hundred Seventy Thousand CASH U.S. Dollars
7. **Earnest Money:** \$ 50,000.00 U.S. Dollars; Delivery Date 5 days after mutual acceptance
To be held by Buyer Brokerage Firm; Closing Agent; In the form of a Promissory Note (included as an Addendum)
8. **Default:** (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
9. **Title Insurance Company:** Ticor Title Insurance Co.
10. **Closing Agent:** Ticor Vivian Duong
Company Individual (optional)
11. **Closing Date:** 8/22/23 or sooner; **Possession Date:** on Closing; Other _____
12. **Services of Closing Agent for Payment of Utilities:** Requested (attach NWMLS Form 22K); Waived
13. **Charges/Assessments Levied Before but Due After Closing:** assumed by Buyer; prepaid in full by Seller at Closing
14. **Seller Citizenship (FIRPTA):** Seller is; is not a foreign person for purposes of U.S. income taxation
15. **Information Verification Period:** Expires _____ days after mutual acceptance; Satisfied/Waived
16. **Agency Disclosure:** Buyer represented by: Buyer Broker; Buyer/Listing Broker (dual agent); unrepresented
Seller represented by: Listing Broker; Listing/Buyer Broker (dual agent); unrepresented
17. **Buyer Brokerage Firm Compensation:** % 2.5; Pay as Offered or Other – See Addendum
\$ or % Amount Offered in Listing
18. **Addenda:** 22D(Optional Clauses) 22J(Lead Disclosure) 35(Inspection) 34(Addendum)


 7/31/23
Buyer Signature Date

Buyer Signature Date
P.O. Box 1238
Buyer Address
Carnation, WA 98014
City, State, Zip
(425) 419-3697
Buyer Phone No. Fax No.
ana.cortez@carnationwa.gov
Buyer E-mail Address
NW Real Estate Inc. 1416
Buyer Brokerage Firm MLS Office No.
Rhonda L. Ender 39453
Buyer Broker (Print) MLS LAG No.
(206) 355-6864 (206) 355-6864 (206) 971-5007
Firm Phone No. Broker Phone No. Firm Fax No.
info@nw-re.com
Firm Document E-mail Address
rhondaender@nw-re.com
Buyer Broker E-mail Address
74559 3779
Buyer Broker DOL License No. Firm DOL License No.

Seller Signature Date
Seller Signature Date
Seller Address
Carnation WA
City, State, Zip
(360) 820-4771
Seller Phone No. Fax No.
Seller E-mail Address
The Preview Group 2509
Listing Brokerage Firm MLS Office No.
Brock Strickland 67629
Listing Broker (Print) MLS LAG No.
(360) 659-6800 (425) 879-6289 (360) 659-6874
Firm Phone No. Broker Phone No. Firm Fax No.
marysville@previewgroupnw.com
Firm Document E-mail Address
brockstrickland@frontier.com
Listing Broker E-mail Address
95507 24307
Listing Broker DOL License No. Firm DOL License No.

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
 - b. **Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term No. 7 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.
- Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04.220, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$750.00 for the costs thereof. The parties acknowledge that RCW 64.04.220 requires the court to award the Closing Agent its reasonable attorneys' fees and costs associated with an interpleader action.
- c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; garbage disposal; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls and access permissions. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.
 - d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.


7/31/23

Buyer's Initials _____ Date _____ Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____ Seller's Initials _____ Date _____

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.
- f. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys, garage door remotes, and access codes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property.
- g. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.
- h. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility and internet charges, including unbilled charges. Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

AC 7/31/23
Buyer's Initials Date

Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 13.

i. Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information and copies of documents concerning this sale.

j. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. Seller shall pay any fees incurred by Buyer related to such withholding and payment.

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer.

k. Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

l. Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.

m. Integration and Electronic Signatures. This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.

AC 7/31/23

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

- n. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement. 168
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- o. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply: 171
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 - i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 173
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 - ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity. 175
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- p. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses. 179
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- q. **Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 184
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- r. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 188
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- s. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 194
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- t. **Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 197
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- u. **Brokerage Firm Compensation.** Seller and Buyer shall pay compensation in accordance with any listing or compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as specified in the listing agreement. The Buyer Brokerage Firm's compensation offered in the listing shall be paid by Seller as set forth in this Agreement or any Addendum hereto. If there is any inconsistency between the Buyer Brokerage Firm's compensation offered in the listing and the description of the offered compensation stated in Specific Term No. 17, the terms of the listing shall supersede and control. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 206
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- v. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 217
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AE 7/31/23

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

- w. **Information Verification Period.** Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term No. 15 (10 days after mutual acceptance if not filled in) to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within the time period set forth in Specific Term No. 15. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 220-224

- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether the Property is suitable for Buyer's intended use and to ensure the water supply is sufficient to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers. 225-245

- y. **Fair Housing.** Seller and Buyer acknowledge that local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, caste, national origin, citizenship or immigration status, families with children status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability. 246-249

AC 7/21/23

Buyer's Initials Date

Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

EXHIBIT A

Legal Description

Lot B, City of Carnation Short Subdivision Number SHP17-00003, according to the short plat recorded under Recording Number 20200918900002, records of King County, Washington;

Situate in the County of King, Washington.

AC 7/31/23

Authentisign
AS

05/31/23

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05/31/23

This legal description has been provided by Tigor Title as a courtesy only. It has not been examined for insurability or legal effect, and no liability is assumed by this company for reliance thereon. Reference should be made to the Commitment for Title Insurance issued in connection to a title order.

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated July 31, 2023 1
between City of Carnation ("Buyer") 2
Buyer Buyer
and Anthony A Spencer Kellian M Spencer ("Seller") 3
Seller Seller
concerning 4001 Tolt Ave Carnation WA 98014 (the "Property"). 4
Address City State Zip

CHECK IF INCLUDED: 5

- 1. **Square Footage/Lot Size/Encroachments.** The Listing Broker and Buyer Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction. 6-10
- 2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 11-13
 - Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner's Policy of Title Insurance. 14-17
 - Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer. 18-22
- 3. **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish from the Property prior to Buyer taking possession. 23-24
- 4. **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property not later than the Possession Date. Any personal property remaining on the Property thereafter shall become the property of Buyer, and may be retained or disposed of as Buyer determines. 25-27
- 5. **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to: 28
 - public water main; public sewer main; septic tank; well (specify type) _____; 29
 - irrigation water (specify provider) _____; natural gas; telephone; electricity; 30
 - cable (specify provider) _____; internet (specify provider) _____; 31
 - other _____ 32
- 6. **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 33-35
 - WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 36
 - CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 37
 - OTHER INSULATION DATA: _____ 38

AC 7/31/23 _____
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

Continued

- 7. **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: propane tank; security system; satellite dish and operating equipment; other _____ .
 Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- 8. **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:
 - a. Association rules and regulations, including, but not limited to architectural guidelines;
 - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
 - c. Association meeting minutes from the prior two (2) years;
 - d. Association Board of Directors meeting minutes from the prior six (6) months; and
 - e. Association financial statements from the prior two (2) years and current operating budget.
 If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- 9. **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by Buyer; Seller (Seller if not filled in).
- 10. **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s): _____
- 11. **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:
 - a. Home warranty provider: _____
 - b. Seller shall pay up to \$_____ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
 - c. Options to be included: _____ (none, if not filled in).
 - d. Other: _____
- 12. **Other.**

 Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

AC 7/21/23

ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated July 31, 2023 1

between City of Carnation ("Buyer") 2
Buyer Buyer

and Anthony A Spencer ("Seller") 3
Kellian M Spencer
Seller Seller

concerning 4001 Tolt Ave Carnation WA 98014 (the "Property"). 4
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

Buyer's broker commission of 2.5% of sale price shall be credited to buyer at closing as a reduction in sale price. 6

Buyer's broker is an employee of the City of Carnation. 8

Purchase and sale is contingent on City Manager receiving approval from the Carnation City Council to proceed with this transaction no later than the expiration of the inspection contingency period (10 days after mutual acceptance and any additional inspections, if needed). This contingency shall be deemed satisfied unless cancelled in writing by that date. This contingency is in addition to the inspection contingency. 10-13

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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

AC 7/31/23
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

**INSPECTION ADDENDUM TO
PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated July 31, 2023 1

between City of Carnation ("Buyer") 2
Buyer

and Anthony A Spencer ("Seller") 3
Kellian M Spencer
Seller

concerning 4001 Tolt Ave Carnation WA 98014 (the "Property"). 4
Address City State Zip

1. **INSPECTION CONTINGENCY.** This Agreement is conditioned on Buyer's subjective satisfaction with inspections of the Property and the improvements on the Property. Buyer's inspections may include, at Buyer's option and without limitation, the structural, mechanical and general condition of the improvements to the Property, compliance with building and zoning codes, an inspection of the Property for hazardous materials, a pest inspection, and a soils/stability inspection. Buyer's general home inspection must be performed by Buyer or a person licensed under RCW 18.280. Buyer may engage specialists (e.g. plumbers, electricians, roofers, etc.) to conduct further inspections of the Property. 5-11

a. **Sewer Inspection.** Buyer's inspection of the Property may; may not (may, if not checked) include an inspection of the sewer system, which may include a sewer line video inspection and assessment and may require the inspector to remove toilets or other fixtures to access the sewer line. 12-14

2. **BUYER'S OBLIGATIONS.** All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of Buyer's choice, and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the Property without first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting all inspectors. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. 15-20

3. **BUYER'S NOTICE.** This inspection contingency shall conclusively be deemed waived and Seller shall not be obligated to make any repairs or modifications unless within _____ days (10 days if not filled in) after mutual acceptance of this Agreement (the "Initial Inspection Period"), Buyer gives notice (a) approving the inspection and waiving this contingency; (b) disapproving the inspection and terminating the Agreement; (c) that Buyer will conduct additional inspections; or (d) proposing repairs to the property or modifications to the Agreement. If Buyer disapproves the inspection and terminates the Agreement, the Earnest Money shall be refunded to Buyer. If Buyer proposes repairs to the property or modifications to the Agreement, including adjustments to the purchase price or credits for repairs to be performed after Closing, the parties shall negotiate as set forth in Paragraph 6, below. The parties may use NWMLS Form 35R to give notices required by this Addendum. 21-29

4. **INSPECTION REPORT.** Buyer shall not provide the inspection report, or portions of the report, to Seller, unless Seller requests otherwise in writing. Upon Seller's written request, Buyer shall provide to Seller the inspection report, portions of the report, or the inspector's recommendation for additional inspections, as requested by Seller. 30-32

a. **Waiver of Contingency by Buyer.** If Buyer provides any portion of the inspection report to Seller without Seller's prior written request or consent, the inspection contingency shall conclusively be deemed waived. 33-34

b. **Seller Request.** The selection of any checkbox below by Seller shall not be considered a counteroffer. 35

Seller requests that Buyer provide the inspection report to Seller. 36

If Buyer requests repairs or modifications to the Agreement, Seller requests that Buyer provide only the portions of the inspection report related to the requested repairs or modifications to Seller. 37-38

If Buyer provides notice of additional inspections pursuant to Paragraph 5, Seller requests that Buyer provide a copy of the inspector's recommendation for additional inspections to Seller. 39-40

5. **ADDITIONAL TIME FOR INSPECTIONS.** If an inspector so recommends, Buyer shall have additional time to obtain further evaluation of any item by a specialist at Buyer's option and expense if, on or before the end of the Initial Inspection Period, Buyer provides notice that Buyer will seek additional inspections and, upon Seller's request, a copy of the inspector's recommendation. If Buyer provides timely notice of additional inspections (and, if requested by Seller, a copy of the inspector's recommendation), Buyer shall have _____ (5 days if not 41-45

AC 7/31/23 _____
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

**INSPECTION ADDENDUM TO
PURCHASE AND SALE AGREEMENT**
Continued

filled in) after giving the notice to obtain the additional inspection(s) as recommended by the inspector and the Initial Inspection Period shall be so extended. 46
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6. BUYER'S REQUESTS FOR REPAIRS OR MODIFICATIONS. If Buyer requests repairs or modifications pursuant to Paragraph 3, the parties shall negotiate as set forth in this Paragraph 6. Buyer's initial request and Seller's response made in accordance with the following procedures are irrevocable for the time period provided. 48
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a. Seller's Response to Request for Repairs or Modifications. Seller shall have _____ days (3 days if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller (i) agrees to the repairs or modifications proposed by Buyer; (ii) agrees to some of the repairs or modifications proposed by Buyer; (iii) rejects all repairs or modifications proposed by Buyer; or (iv) offers different or additional repairs or modifications. If Seller agrees to the terms of Buyer's request for repairs or modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If Seller does not agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as follows: 51
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b. Buyer's Reply. If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall have _____ days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller fails to timely respond, the day Seller's response period ends, whichever is earlier, to (i) accept the Seller's response at which time this contingency shall be satisfied; (ii) agree with the Seller on other remedies; or (iii) disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer. 58
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ATTENTION BUYER: These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in Paragraph 6(b). Buyer's inaction during Buyer's reply period shall result in waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever and this contingency shall be deemed waived. 64
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7. REPAIRS. If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner and in accordance with all applicable laws no fewer than _____ days (3 days if not filled in) prior to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a professional selected by Seller. Seller's repairs are subject to re-inspection and approval, prior to Closing, by the inspector or specialist who recommended the repair, if Buyer elects to order and pay for such re-inspection. If Buyer agrees to pay for any repairs prior to Closing, the parties are advised to seek the counsel of an attorney to review the terms of that agreement. 69
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8. OIL STORAGE TANKS. Any inspection regarding oil storage tanks or contamination from such tanks shall be limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed in writing by Buyer and Seller. 78
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9. ON-SITE SEWAGE DISPOSAL SYSTEMS ADVISORY. Buyer is advised that on-site sewage disposal systems, including "septic systems," are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic Addendum). 81
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10. NEIGHBORHOOD REVIEW CONTINGENCY. If the box is checked, Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within _____ (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 86
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AC 7/3/23 _____ _____ _____ _____
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

Form 22K
Identification of Utilities Addendum
Rev. 3/21
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**IDENTIFICATION OF UTILITIES
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated 7/31/23 1
between City of Carnation Buyer ("Buyer") 2
and Anthony Spencer Seller ("Seller") 3
concerning 4001 Tolt Ave Carnation WA 98014 (the "Property"). 4

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds 5
necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities 6
providing service to the Property and having lien rights are as follows: 7

WATER DISTRICT:	<u>Carnation</u>					8
	Name			e-mail or website (optional)		9
	Address					10
	City, State, Zip			Fax No. (optional)		11
SEWER DISTRICT:	<u>Carnation</u>					11
	Name			e-mail or website (optional)		12
	Address					13
	City, State, Zip			Fax No. (optional)		14
IRRIGATION DISTRICT:						14
	Name			e-mail or website (optional)		15
	Address					16
	City, State, Zip			Fax No. (optional)		17
GARBAGE:						17
	Name			e-mail or website (optional)		18
	Address					19
	City, State, Zip			Fax No. (optional)		20
ELECTRICITY:	<u>PSE</u>					20
	Name			e-mail or website (optional)		21
	Address					22
	City, State, Zip			Fax No. (optional)		23
GAS:						23
	Name			e-mail or website (optional)		24
	Address					25
	City, State, Zip			Fax No. (optional)		26
SPECIAL DISTRICT(S):						26
(local improvement districts or utility local improvement districts)	Name			e-mail or website (optional)		27
	Address					28
	City, State, Zip			Fax No. (optional)		29

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) 29
within _____ days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing 30
Broker or Buyer Broker with the names and addresses of all utility providers having lien rights affecting the Property 31
and (2) Buyer and Seller authorize Listing Broker or Buyer Broker to insert into this Addendum the names and 32
addresses of the utility providers identified by Seller. 33

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges 34
(including unbilled charges). Buyer understands that the Listing Broker and Buyer Broker are not responsible for, or 35
to insure payment of, Seller's utility charges. 36

AC 7/31/23 Buyer's Initials Date
AS 05/31/2023 Seller's Initials Date
KMS 05/31/2023 Seller's Initials Date

**DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND
LEAD-BASED PAINT HAZARDS**

The following is part of the Purchase and Sale Agreement dated 7/31/23 1
between CITY OF CARNATION ("Buyer") 2
Buyer Buyer
and Anthony Spencer Kellian Spencer ("Seller") 3
Seller Seller
concerning 4001 Tolt Ave Carnation WA 98014 (the "Property"). 4
Address City State Zip

Lead Warning Statement 5

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is 6
notified that such property may present exposure to lead from lead-based paint that may place young children at 7
risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, 8
including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead 9
poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is 10
required to provide the buyer with any information on lead-based paint hazards from risk assessments or 11
inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk 12
assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 13

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 14

Seller's Disclosure 15

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below): 16

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 17

_____ 18
_____ 19

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 20

(b) Records and reports available to the Seller (check one below): 21

Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead- 22
based paint hazards in the housing (list documents below). 23

_____ 24
_____ 25

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 26

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made 27
and information provided by Seller are true and accurate. 28

Authentisign
Anthony Spencer 05/31/2023
Seller Date

Authentisign
Kellian M Spencer 05/31/2023
Seller Date 29

AS 7/21/23
Buyer Initials Date

Authentisign
AS 05/31/2023
Seller Initials Date

Authentisign
KMS 05/31/2023
Seller Initials Date

**DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND
LEAD-BASED PAINT HAZARDS**
Continued

Buyer's Acknowledgment

30

(c) Buyer has received copies of all information listed above. _____ 31
Buyer Initials Buyer Initials

(d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*. _____ 32
Buyer Initials Buyer Initials

(e) Buyer has (check one below): 33

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint 34
and/or lead-based paint hazards. 35

Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint 36
and/or lead-based paint hazards on the following terms and conditions: 37

This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead- 38
based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at Buyer's 39
expense. (Intact lead-based paint that is in good condition is not necessarily a hazard). 40

This contingency shall conclusively be deemed satisfied (waived) unless Buyer gives written notice of 41
disapproval of the risk assessment or inspection to Seller within _____ (10 days if not filled in) after 42
receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections 43
needed and must include a copy of the inspection and/or risk assessment report. 44

Seller may, at Seller's option, within _____ days (3 days if not filled in) after Seller's receipt of Buyer's 45
disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller 46
agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior 47
to the Closing Date, and Seller shall provide Buyer with certification from a risk assessor or inspector 48
demonstrating that the condition(s) has been remedied prior to the Closing Date. In lieu of correction, the 49
parties may agree on any other remedy for the disapproved condition(s), including but not limited to 50
adjustments to the Purchase Price. If an agreement on non-repair remedies is secured in writing before the 51
expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 52

If Seller does not give notice that Seller will correct the conditions identified in Buyer's risk assessment or 53
inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give 54
notice of termination of this Agreement within _____ days (3 days if not filled in) after expiration of the 55
time limit or delivery of Seller's notice pursuant to the preceding paragraph, whichever occurs first. The 56
Earnest Money shall then be returned to Buyer and the parties shall have no further obligations to each other. 57
Buyer's failure to give a written notice of termination means that Buyer will be required to purchase the 58
Property without Seller having corrected the conditions identified in Buyer's risk assessment or inspection 59
and without any alternative remedy for those conditions. 60

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made 61
by Buyer are true and accurate. 62

Buyer Date 7/31/22

Buyer Date 63

Brokers' Acknowledgment

Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility 64
to ensure compliance. 65

Buyer Broker Date 7/31/23

Listing Broker Date 05/31/2023 66

Buyer Initials Date 7/31/20

Buyer Initials Date

Seller Initials Date 05/31/2023

Seller Initials Date 05/31/2023

FIRPTA CERTIFICATION

The Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. 1445, provides that a buyer of a U.S. real property interest must withhold tax if Seller is a foreign person, unless one of the exceptions in the Act applies. The following will inform Buyer and Closing Agent whether tax withholding is required.

Note: The above law applies to foreign corporations, partnerships, trusts, estates and other foreign entities, as well as to foreign individuals. If Seller is a corporation, partnership, trust, estate or other entity, the terms "I" and "my" as used below means the corporation or other entity. A "real property interest" includes full or part ownership of land and/or improvements thereon; leaseholds; options to acquire any of the foregoing; and an interest in foreign corporations, partnerships, trusts or other entities holding U.S. real estate.

SELLER CERTIFICATION. Seller hereby certifies the following:

PROPERTY. I am the Seller of real property at:

4001 Tolt Ave Carnation WA 98014
Address City State Zip

or (if no street address) legally described on the attached.

CITIZENSHIP STATUS. I AM AM NOT a non-resident alien (or a foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign business entity) for purposes of U.S. income taxation.

TAXPAYER I.D. NUMBER.
 My U.S. taxpayer identification number (e.g. social security number) is _____
(Tax I.D. number to be provided by Seller at Closing)

ADDRESS.
 My home address is _____
Address City State Zip

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete. I understand that this Certification may be disclosed to the Internal Revenue Service (IRS) and that any false statement I have made here could be punished by fine, imprisonment, or both.

Anthony Spencer 05/31/2023 Kellian M Spencer 05/31/2023
Seller Date Seller Date

BUYER CERTIFICATION (Only applicable if Seller is a non-resident alien).

If Seller is a non-resident alien, and has not obtained a release from the IRS, then Closing Agent must withhold 15% of the amount realized from the sale and pay it to the IRS, unless Buyer certifies that the selected statement below is correct:

Amount Realized (\$300,000 or less) and Family Residence = No Tax. (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, does not exceed \$300,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, there is no tax.

Amount Realized (more than \$300,000, but not exceeding \$1,000,000) and Family Residence = 10% Tax. (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, exceeds \$300,000, but does not exceed \$1,000,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, then Closing Agent must withhold 10% of the amount realized from the sale and pay it to the IRS.

* (Defined in 11 U.S.C. 267(c)(4). It includes brothers, sisters, spouse, ancestors and lineal descendants).

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief both statements are true, correct and complete. I understand that this Certification may be disclosed to the IRS and that any false statement I have made here could be punished by fine, imprisonment, or both.

Buyer Date Buyer Date

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Rev. 8/21
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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

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SELLER: Anthony Spencer Kellian Spencer
Seller Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, dwellings in a residential common interest community not subject to a public offering statement, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 4001 Tolt Ave, CITY Carnation,

STATE WA, ZIP 98014, COUNTY King ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.


FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.


Seller is is not occupying the Property.

I. SELLER'S DISCLOSURES:

If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

	YES	NO	DON'T KNOW	N/A
1. TITLE				
A. Do you have legal authority to sell the property? If no, please explain.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*B. Is title to the property subject to any of the following?				
(1) First right of refusal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) Option	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) Lease or rental agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) Life estate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*C. Are there any encroachments, boundary agreements, or boundary disputes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*D. Is there a private road or easement agreement for access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*F. Are there any written agreements for joint maintenance of an easement or right-of-way?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*G. Is there any study, survey project, or notice that would adversely affect the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*H. Are there any pending or existing assessments against the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

 05/31/2023
SELLER'S INITIALS Date

 05/31/2023
SELLER'S INITIALS Date

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

- | | YES | NO | DON'T KNOW | N/A | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|----|
| *J. Is there a boundary survey for the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 54 |
| | | | | | 55 |
| *K. Are there any covenants, conditions, or restrictions recorded against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 56 |
| | | | | | 57 |

NOTICE TO BUYER: Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process.

2. WATER

A. Household Water

- | | | | | | |
|--|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|----|
| (1) The source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system | | | | | 63 |
| <input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system | | | | | 64 |
| *If shared, are there any written agreements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 65 |
| | | | | | 66 |
| *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 67 |
| | | | | | 68 |
| *(3) Are there any problems or repairs needed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 69 |
| | | | | | 70 |
| (4) During your ownership, has the source provided an adequate year-round supply of potable water? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 71 |
| If no, please explain: _____ | | | | | 72 |
| *(5) Are there any water treatment systems for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 73 |
| If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned | | | | | 74 |
| *(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 75 |
| (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 76 |
| | | | | | 77 |
| *(b) If yes, has all or any portion of the water right not been used for five or more successive years? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 78 |
| | | | | | 79 |
| *(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 80 |

B. Irrigation Water

- | | | | | | |
|--|--------------------------|-------------------------------------|--------------------------|-------------------------------------|----|
| (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 81 |
| | | | | | 82 |
| *(a) If yes, has all or any portion of the water right not been used for five or more successive years? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 83 |
| | | | | | 84 |
| *(b) If so, is the certificate available? (If yes, please attach a copy.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 85 |
| | | | | | 86 |
| *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 87 |
| | | | | | 88 |
| *(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 89 |
| If so, please identify the entity that supplies water to the property:
_____ | | | | | 90 |

C. Outdoor Sprinkler System

- | | | | | | |
|---|--------------------------|-------------------------------------|--------------------------|-------------------------------------|----|
| (1) Is there an outdoor sprinkler system for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 91 |
| | | | | | 92 |
| *(2) If yes, are there any defects in the system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 93 |
| | | | | | 94 |
| *(3) If yes, is the sprinkler system connected to irrigation water? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 95 |

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

- | | | | | | |
|---|--|--|--|--|----|
| <input checked="" type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts) | | | | | 96 |
| <input type="checkbox"/> Other disposal system | | | | | 97 |
| Please describe: _____ | | | | | 98 |

B. If public sewer system service is available to the property, is the house connected to the sewer main?

- | | | | | | |
|------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|-----|
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 99 |
| | | | | | 100 |
| If no, please explain: _____ | | | | | 101 |

AS

05/31/2023

SELLER'S INITIALS

Date

KMS

05/31/2023

SELLER'S INITIALS

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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

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- | | YES | NO | DON'T KNOW | N/A | |
|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------|
| *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 102
103
104 |
| D. If the property is connected to an on-site sewage system: | | | | | 105 |
| *(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 106
107 |
| (2) When was it last pumped? _____ | | | | | 108 |
| *(3) Are there any defects in the operation of the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 109 |
| (4) When was it last inspected? _____
By whom: _____ | | | | <input checked="" type="checkbox"/> | 110
111 |
| (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 112 |
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 113
114 |
| If no, please explain: _____ | | | | | 115 |
| *F. Have there been any changes or repairs to the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 116 |
| G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 117
118 |
| If no, please explain: _____ | | | | | 119 |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 120
121 |

NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES). 122
123
124

4. STRUCTURAL

- | | | | | | |
|---|--|--|-------------------------------------|--------------------------|------------|
| *A. Has the roof leaked within the last 5 years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 125
126 |
| *B. Has the basement flooded or leaked? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 127 |
| *C. Have there been any conversions, additions or remodeling? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 128 |
| *(1) If yes, were all building permits obtained? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 129 |
| *(2) If yes, were all final inspections obtained? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 130 |
| D. Do you know the age of the house? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 131 |
| If yes, year of original construction: <u>1911</u> | | | | | 132 |
| *E. Has there been any settling, slippage, or sliding of the property or its improvements? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 133 |
| *F. Are there any defects with the following: (If yes, please check applicable items and explain) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 134 |
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls | | | 135 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | | | 136 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio | | | 137 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | | | 138 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna | | | 139 |
| <input checked="" type="checkbox"/> Sidewalks | <input checked="" type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | | | 140 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding | | | 141 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | | | 142 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other _____ | | | 143 |
| *G. Was a structural pest or "whole house" inspection done? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 144 |
| If yes, when and by whom was the inspection completed?
_____ | | | | | 145
146 |
| H. During your ownership, has the property had any wood destroying organism or pest infestation?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 147 |
| I. Is the attic insulated?..... | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 148 |
| J. Is the basement insulated? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 149 |

AS

05/31/2023

SELLER'S INITIALS

Date

KMS

05/31/2023

SELLER'S INITIALS

Date

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	
5. SYSTEMS AND FIXTURES					150
*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain: _____					151
Electrical system, including wiring, switches, outlets, and service	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	154
Plumbing system, including pipes, faucets, fixtures, and toilets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Hot water tank	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
Garbage disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
Appliances.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
Sump pump.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	159
Heating and cooling systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	160
Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	161
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	162
*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)					163
Security System: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	165
Tanks (type): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	166
Satellite dish: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	167
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	168
*C. Are any of the following kinds of wood burning appliances present at the property?					169
(1) Woodstove?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170
(2) Fireplace insert?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171
(3) Pellet stove?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	172
(4) Fireplace?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	173
If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	174
D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	176
E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.).....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	178
F. Is the property equipped with smoke detection devices?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	180
(Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.)					181
G. Does the property currently have internet service?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	183
Provider: _____					184
6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					185
A. Is there a Homeowners' Association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	186
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: _____					187
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	189
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year					191
<input type="checkbox"/> Other: _____					192
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	193
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	194
					195
					196
7. ENVIRONMENTAL					197
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	198
*B. Does any part of the property contain fill dirt, waste, or other fill material?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	200
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	201
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	202
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	203
					204
					205
					206
*F. Has the property been used for commercial or industrial purposes?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	207

AS 05/31/2023
SELLER'S INITIALS Date

KMS 05/31/2023
SELLER'S INITIALS Date

Form 17
 Seller Disclosure Statement
 Rev. 8/21
 Page 5 of 6

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**
 (Continued)

©Copyright 2021
 Northwest Multiple Listing Service
 ALL RIGHTS RESERVED

	YES	NO	DON'T KNOW	N/A	208 209
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	210
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	211 212
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	213
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	214
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	215
8. LEAD BASED PAINT (Applicable if the house was built before 1978).				<input type="checkbox"/>	216
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					217
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____					218 219
<input checked="" type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					220
B. Records and reports available to the Seller (check one below):					221
<input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____					222 223 224
<input checked="" type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					225
9. MANUFACTURED AND MOBILE HOMES					226
If the property includes a manufactured or mobile home,					227
*A. Did you make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	228
If yes, please describe the alterations: _____					229
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	230
*C. If alterations were made, were permits or variances for these alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	231
10. FULL DISCLOSURE BY SELLERS					232
A. Other conditions or defects:					233
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	234 235
B. Verification					236
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					237 238 239 240
<u>Anthony Spencer</u> 05/31/2023 <u>Kellian M Spencer</u> 05/31/2023					241
Seller Date Seller Date					

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s). 242
243

Item 4C: The property has 3 separate electrical panels, and 2 water heaters hooked up. The electrical panels are old, but are fully functional to the best of my knowledge. 244
245

Item 4F: The roof on the outbuilding has leaked in the past. 246
247

Item 4F: The concrete patio outside the outbuilding has cracked and sunk in several spots. 248
249

Item 5A: The last remodel was cosmetic in nature and did not require a permit with the city of Carnation. 250
251

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

II. NOTICES TO THE BUYER 257

1. SEX OFFENDER REGISTRATION 258

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 259
260
261

2. PROXIMITY TO FARMING/WORKING FOREST 262

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT. 263
264
265
266

3. OIL TANK INSURANCE 267

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY. 268
269
270

III. BUYER'S ACKNOWLEDGEMENT 271

1. BUYER HEREBY ACKNOWLEDGES THAT: 272

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation. 273
274
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party. 275
276
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 277
278
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 279
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 280
281
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead In Your Home*. 282

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 283
284
285
286
287
288

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. 289
290
291

 7/31/23

Buyer Date Buyer Date 292
293

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER 294


Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure. 295
296

 7/31/23


Buyer Date Buyer Date 297
298

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 299


Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement. 300
301
302

 7/21/23

Buyer Date Buyer Date 303
304

 05/31/2023

SELLER'S INITIALS Date

 05/31/2023

SELLER'S INITIALS Date

**CITY OF CARNATION
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY OF CARNATION AUTHORIZING THE
CITY MANAGER TO ENTER INTO A PURCHASE AND SALE
AGREEMENT FOR LOT B, CITY OF CARNATION SHORT
SUBDIVISION NO. SHP17-00003 (4001 TOLT AVE)**

WHEREAS, the City Manager entered into negotiations to establish the terms of the Purchase and Sale Agreement, which is Attachment A to this resolution; and

WHEREAS, the City currently has funds in the Local Government Investment Pool (LGIP) which the Finance Committee had considered diversifying to other investment options such as real estate; and

WHEREAS, the location of this property provides a strategic gateway opportunity into the commercial area; and

WHEREAS, the City Council finds execution of these agreements to be in the best interest of the City and provides for more than adequate consideration.

NOW, THEREFORE, be it resolved by the City Council of the City of Carnation as follows:

Section 1. Approval of the Purchase and Sale Agreement; Execution. The City Council hereby approves the Purchase and Sale Agreement in substantially the form attached hereto as **Attachment A** and incorporated herein by this reference. The City Manager is hereby authorized and directed to execute, on behalf of the City, the Purchase and Sale Agreement, in form substantially similar to that attached as **Attachment A**.

PASSED by the City Council of the City of Carnation and **APPROVED** by the City Council this _____ day of August, 2023.

City of Carnation

By _____
_____, Mayor

ATTEST:

By _____
_____, Clerk



CARNATION CITY COUNCIL AGENDA BILL

<p>TITLE: A MOTION to rescind a motion for Agenda Bill 23-58 approving an amendment to CMC 15.44.040 Vehicles a Temporary Dwelling Units.</p>	Agenda Bill No.:	AB23-83			
	Type of Action:	Motion			
	Origin: <i>(Council/Manager)</i>	City Manager			
	Agenda Bill Author:	City Manager			
<p>EXHIBITS:</p> <ul style="list-style-type: none"> • Previous Red-line • Proposed Ordinance 	Date Submitted:	08/08/2023			
	For Agenda of:	0815/2023			
	Expenditure Required:	0			
	Amount Budgeted:	N/A			
	Appropriation Required:	N/A			
<p>SUMMARY STATEMENT AND DISCUSSION:</p> <p>On May 16th, 2023 the City Council approved a redlined code to amend CMC 15.44.040. For clerical matters, staff is requesting to rescind the original motion and bring back the amendment to code with an ordinance to submit for codification.</p>					
<p>RECOMMENDED ACTION: I move to rescind a motion for Agenda Bill 23-58 approving an amendment to CMC 15.44.040.</p>					
<p>LEGISLATIVE HISTORY:</p>					
ACTION TAKEN					
MOTION AS PROPOSED		MOTION AS AMENDED			
Motion made by:		Motion made by:			
Second by:		Second by:			
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed		Passed/Failed			
Ordinance/Resolution No.:		Ordinance/Resolution No.:			

15.44.040 - ~~Recreational~~ vehicles as temporary dwelling units.

A. No ~~recreational~~ vehicle shall be occupied for residential or commercial purposes anywhere in the city of Carnation, except:

1. In the case of temporary uses per [Section 15.44.040](#) (Temporary emergency, construction, or repair residences); or

2. ~~Recreational~~ vehicles may be occupied by visitors within residential zones for a period not to exceed thirty days where a zoning permit has been granted for such use, provided:

a. Temporary occupancy shall not exceed thirty days in a calendar year/visitor,

b. Under no circumstances shall a ~~recreational~~ vehicle be occupied while parked overnight on a public street,

c. No ~~recreational~~ vehicle shall be serviced by a temporary or permanent sewer hook-up emptying into a private septic system or a municipal sewer, and

d. Nor shall any space be provided for an occupied ~~recreational~~ vehicle for monetary or other compensation.

B. An applicant for such temporary use permit shall have seven days to make application to the city.



CARNATION CITY COUNCIL AGENDA BILL

TITLE: An ORDINANCE amending Carnation Municipal Code 13.25.030 - Disconnection for Condemned Building.	Agenda Bill No.:	AB23-81
	Type of Action:	Motion
	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS: <ul style="list-style-type: none"> • Proposed Ordinance 	Date Submitted:	08/01/2023
	For Agenda of:	08/03/2023
	Expenditure Required:	0
	Amount Budgeted:	N/A
	Appropriation Required:	N/A
	SUMMARY STATEMENT AND DISCUSSION: <p>The City Manager asks the Council to authorize changes to CMC 13.25.030 to reflect that both City and County may deem a premises as dangerous or unfit for human habitation, prompting City water service to be turned off.</p>	
RECOMMENDED ACTION: I move to approve An ORDINANCE amending Carnation Municipal Code 13.25.030 - Disconnection for Condemned Building.		
LEGISLATIVE HISTORY:		
ACTION TAKEN		
MOTION AS PROPOSED		
MOTION AS AMENDED		
Motion made by:		
Motion made by:		
Second by:		
Second by:		
	YES Vote	NO Vote
Hawkins		
Ribail		
Harris		
Burrell		
Green		
Passed/Failed		
Ordinance/Resolution No.:		
	YES Vote	NO Vote
Hawkins		
Ribail		
Harris		
Burrell		
Green		
Passed/Failed		
Ordinance/Resolution No.:		

**CITY OF CARNATION
Carnation, Washington**

**AN ORDINANCE OF THE CITY OF CARNATION, WASHINGTON,
AMENDING CARNATION MUNICIPAL CODE SECTION 15.44.040
“RECREATION VEHICLES AS TEMPORARY DWELLING UNITS”
PROVIDING FOR SEVERABILITY AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, the City has adopted supplementary use provisions related to its Land Use Code which are set forth in Chapter 15.44 of Carnation Municipal Code; and

WHEREAS, the current code no longer accurately reflects the current situation regarding various types of vehicles used as temporary dwelling units, not just recreational vehicles; and

WHEREAS, the City Council finds that CMC Section 15.44.040 requires updating to reflect the current practice and criteria for service disconnection; and

WHEREAS, the City Council finds that updating CMC Section 15.44.040 is in the best interest of the public;

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

Section 1. CMC 15.44.040 entitled “Recreational vehicles as temporary dwelling units” is hereby amended by to read as follows:

15.44.040 – ~~Recreational~~ Vehicles as temporary dwelling units.

A. No ~~recreational~~ vehicle shall be occupied for residential or commercial purposes anywhere in the city of Carnation, except:

1. In the case of temporary uses per [Section 15.44.040](#) (Temporary emergency, construction, or repair residences); or
2. ~~Recreational~~ vehicles may be occupied by visitors within residential zones for a period not to exceed thirty days where a zoning permit has been granted for such use, provided:
 - a. Temporary occupancy shall not exceed thirty days in a calendar year/visitor,
 - b. Under no circumstances shall a ~~recreational~~ vehicle be occupied while parked overnight on a public street,
 - c. No ~~recreational~~ vehicle shall be serviced by a temporary or permanent sewer hook-up emptying into a private septic system or a municipal sewer, and
 - d. Nor shall any space be provided for an occupied ~~recreational~~ vehicle for monetary or other compensation.

B. An applicant for such temporary use permit shall have seven days to make application to the city.

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

Section 3. Effective Date. This ordinance shall take effect five days after the date of its publication by summary and passage.

ADOPTED by the City Council and **APPROVED** by the Mayor this ____ day of _____, 2023.

CITY OF CARNATION

By _____
Jim Ribail, Mayor

ATTEST:

By _____
Lora Wilmes, City Clerk

APPROVED AS TO FORM:

By _____
Emily Guildner, City Attorney

CARNATION CITY COUNCIL AGENDA Special Meeting

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

DATE: August 22nd, 2023
TIME: 6:30 P.M.

JOIN ONLINE VIA ZOOM: <https://bit.ly/3DMTfe9>

Meeting ID: 859 4357 9573
Passcode: 665313
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 Burrell |
| 3. ROLL CALL: | City Clerk Lora Wilmes |
| 4. APPROVAL OF AGENDA: | Mayor and Council |

5. PUBLIC HEARING:

NOTICE IS HEREBY GIVEN that the Carnation City Council will hold a public hearing to receive and consider public comment regarding a potential Development Agreement with The Remlinger Group for the Property referred to as King County Parcel No. 1625079073 (The Schefer Property). A copy of the Proposed Developers Agreement can be found in the Agenda Packet, on our website, or at City Hall. The hearing is open to the public. All interested persons are encouraged to listen and/or attend the public hearing and to provide oral and/or written comments. Oral comment will be limited to 3 minutes per person.

6. AGENDA BILLS:

- a) AB23-78: Resolution - Accepting Development Agreement and Purchase Sale Agreement with The Remlinger Group

7. ADJOURNMENT: Mayor Jim Ribail





CARNATION CITY COUNCIL AGENDA Regular Meeting

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

DATE: September 5th, 2023

TIME: 6:00 P.M.

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:** Mayor Jim Ribail
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: August 15th, 2023
 - b) Approval of Claims in the following amount(s):
 - i. \$

7. **PROCLAMATION:** National Senior Center Month

8. **COUNCIL REPORTS AND REQUESTS**

9. **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

10. PUBLIC COMMENT & REQUESTS: *Public comment on meeting items or other issues of note or concern. Comments may be submitted in advance by writing or e-mailing clerk@carnationwa.gov, or made in person, or by telephone or computer connection at the time of the meeting. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes.*

11. PRESENTATIONS:

12. AGENDA BILLS:

- a) AB23-XX

13. DISCUSSION ITEMS:

14. FUTURE AGENDAS:

- a) Tentative agenda for the meeting of September 19th, 2023
- b) Tentative agenda for the meeting of October 3rd, 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: September 19th, 2023

TIME: 6:00 P.M.

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 Ryan Burrell
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: September 5th, 2023
 - b) Approval of Claims in the following amount(s):
 - i. \$
 - c) Approval of Payroll for the following pay period(s):
 - i. August 1st, 2023 – August 31st, 2023

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 October 3rd, 2023
- b) Tentative agenda for the meeting of October 17th, 2023

14. ADJOURNMENT: Mayor Jim Ribail

