



CITY OF CARNATION

REGULAR MEETING OF THE CARNATION CITY COUNCIL

PROPOSED AGENDA

City Council:

- Kim Lisk
- Jim Ribail
- Adair Hawkins
- Tim Harris
- Dustin Green

City Staff:

- Ana Cortez, *City Manager*
- Mary Madole, *City Clerk*
- Jean Lin, *City Planner*
- Kelly Russell, *City Treasurer*
- Bill Ferry, *Public Works Superintendent*
- Jorge Garcia, *City Engineer*
- Zach Lell, *City Attorney*

DATE: **JANUARY 4, 2022** TIME: **7:00 PM**

LOCATION: **Carnation City Hall, Council Chambers, 4621 Tolt Ave**

JOIN ONLINE: <https://bit.ly/220104cc> or call

509.724.0556, Conference ID: 512 730 386#



OATHS OF OFFICE: Administering Oaths of Office to Councilmembers Jim Ribail and Kimberly Lisk for City of Carnation Council Position Nos. 2 and 4 with terms expiring in December 2025.

CALL TO ORDER: Councilmember Kimberly Lisk

PLEDGE OF ALLEGIANCE: Councilmember Adair Hawkins

ROLL CALL: City Clerk Mary Madole

ORGANIZATIONAL MEETING:

AB22-01 Electing a Council Chairperson who shall have the title of Mayor for 2022 and 2023.

AB22-02 Electing a Council Vice-Chairperson who shall have the title of Deputy Mayor for 2022.

APPROVAL OF AGENDA: Mayor & Council

CONSENT AGENDA:

- A. Approval of Minutes of the Regular Meeting held on December 7, 2021.
- B. Approval of December 2021 Claims Check Vouchers. *(Claims vouchers and invoices reviewed by Councilmember Hawkins)*
- C. Approval of January 2022 Claims Check Vouchers. *(Claims vouchers and invoices reviewed by Councilmember Hawkins)*
- D. Approval of December 2021 Payroll Direct Deposits and Checks numbered 14611 – 14621 in the amount of \$112,912.55.
- E. **AB22-03 – Proclamation.** Designating January 2022 as Mentoring Month.

REPORTS & REQUESTS: Mayor, City Council, & Council Committees.

STAFF & AFFILIATE REPORTS: City Manager, Department Heads, Other.

CITIZEN COMMENTS & REQUESTS: Public comment on meeting agenda items or other issues of note or concern.

AGENDA BILLS:

AB22-04 Motion. Authorizing the City Manager to execute a Consultant Agreement with HNTB Corporation for City Engineer services.

AB22-05 Motion. Authorizing the City Manager to execute a Consultant Agreement with Ogden Murphy Wallace PLLC for City Attorney services.

AB22-06 Motion. Appointing Rhonda Ender and Brodie Nelson to Carnation Planning Board Positions 2 and 4 with terms expiring in December 2025.

ADDITIONAL BUSINESS & DISCUSSION ITEMS:

1. Appointing members to serve on the Council Study Committees in 2022, and discussion of committee protocols.
2. Selecting Council Liaisons to various boards and community groups in 2022.
3. Conditions of city hall.
4. Traffic calming at Stossel & Entwistle.
5. Other.
6. Review of preliminary City Council meeting agenda items.

ADJOURNMENT.



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Carnation City Council Agenda Process Guidelines

Call to Order	Carnation City Council meetings begin at 7:00 PM on the first and third Tuesdays of each month. Meetings are held in the Council Chambers at Carnation City Hall, 4621 Tolt Avenue.
Approval of Agenda	Councilmembers may move or change items on the agenda to allow for additional consideration or to accommodate attendees. The Council may also add and take action on other items not listed on the Proposed Agenda or remove items from the agenda.
Consent Agenda	The Consent Agenda consists of items which have previously been discussed by the Council, matters which are based on information delivered to the Council by administration that can be reviewed by a Councilmember without further explanation, or items which are so routine or non-technical in nature that passage is likely.
Citizen Comments & Requests	<p>The public is provided an opportunity to give comment to the Council on the City's annual budget, meeting agenda items, or other issues of note or concern.</p> <p>To address the Council, please write your name on the sign-in sheet and indicate the subject of your comments. Indicate if you would prefer to make your remarks during a particular agenda item. Please wait for the Chair to recognize you; then approach the podium, state your name, legal address, and the nature of the matter you wish to bring before the Council. Members of the public will generally be limited to a maximum of three minutes for their comments. Neither the Council nor staff should be expected to respond during the meeting to citizen requests except in an emergency. In general, most service requests or concerns will not be discussed during the meeting but referred to staff for review and/or action. Requests for action or information should be submitted in writing to the City Clerk. Forms are available in the front office at City Hall.</p>
Public Hearings	Public Hearings are held to receive public comment on important matters before the Council. Please use the sign-up sheet(s) at the agenda table if you wish to speak. You are welcome to offer your comments verbally or in writing after being recognized by the Mayor; please approach the podium and provide your name and address for the record. After all persons have spoken, the hearing is closed to public comment, and the Council will proceed with deliberation and decision-making.
Executive Sessions	Executive Sessions may be held by the Council to discuss matters where confidentiality is required for the public interest, including issues of national security, property acquisition, contract bid negotiations, certain personnel issues, and lawsuits. An Executive Session is the only type of Council meeting permitted by law to be closed to the public. Executive Sessions are governed by RCW 42.30.110.



CARNATION CITY COUNCIL AGENDA BILL

<p>TITLE: A Motion electing a Council Chairperson who shall have the title of Mayor for 2022 and 2023, per the Carnation City Council Rules of Procedure Rule 4(a) and RCW 35A.13.030.</p> <p>EXHIBITS:</p> <ul style="list-style-type: none"> • Carnation City Council Rules of Procedure, Rule 4 (on reverse) • RCW 35A.13.030 	Agenda Bill No.:	AB22-01
	Type of Action:	MOTION
	Origin: <i>(Council/Manager)</i>	City Council Rules of Procedure, Rule 4(a)
	Agenda Bill Author:	City Clerk
	Date Submitted:	12/21/2021
	For Agenda of:	01/04/2022
	Expenditure Required:	
Amount Budgeted:		
Appropriation Required:		

SUMMARY STATEMENT AND DISCUSSION:

RCW 35A.13.030 and Rule 4(a) of the Carnation City Council Rules of Procedure require that the City Council elect from its membership on a biennial basis a Chairperson to serve as Mayor.

RECOMMENDED ACTION:

The Presiding Officer asks for nominations:

I move to nominate Councilmember _____ for election to the position of Mayor for the years 2022 and 2023. (A second is not required for nominations)

The Presiding Officer asks if there are any additional nominations. If so, repeat above motion. If not, the nomination period is closed and a vote is taken for each nomination made.

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		
Lisk			Lisk		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

Carnation City Council Rules of Procedure – Rule 4:

ELECTION OF OFFICERS

RULE 4. The City of Carnation is governed by the provisions of Chapter 35A.13 RCW under the council-manager plan of government, and therefore must choose a chairperson and vice-chairperson periodically as provided for by state law. Procedures for electing officers are as follows:

- (a) The City Council of the city shall elect from its membership on a biennial basis a chairperson by majority vote at the organizational meeting in January as the first order of business prior to the Approval of Agenda. The chairperson shall have the title of Mayor (*See RCW 35A.13.030.*).
- (b) At the organizational meeting in January as the first order of business prior to the Approval of Agenda, the city council shall elect, by majority vote from its membership, a vice-chairperson to serve in the absence or temporary disability of the Mayor. The vice-chairperson shall have the title of Deputy Mayor (*See RCW 35A.13.035.*). The Deputy Mayor shall serve a one-year term or until his/her successor is elected.
- (c) The above elections shall be by affirmative motion. No abstentions shall be permitted in an election vote. Any abstentions shall be construed as a vote in favor a candidate.

RCW 35A.13.030

Mayor — Election — Chair to be mayor — Duties.

Biennially at the first meeting of the new council the members thereof shall choose a chair from among their number unless the chair is elected pursuant to RCW 35A.13.033. The chair of the council shall have the title of mayor and shall preside at meetings of the council. In addition to the powers conferred upon him or her as mayor, he or she shall continue to have all the rights, privileges, and immunities of a member of the council. The mayor shall be recognized as the head of the city for ceremonial purposes and by the governor for purposes of military law. He or she shall have no regular administrative duties, but in time of public danger or emergency, if so authorized by ordinance, shall take command of the police, maintain law, and enforce order.

[2009 c 549 § 3018; 1975 1st ex.s. c 155 § 2; 1967 ex.s. c 119 § 35A.13.030.]



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A Motion electing a Council Vice-Chairperson who shall have the title of Deputy Mayor for 2022, per the Carnation City Council Rules of Procedure Rule 4(b) and RCW 35A.13.035.	Agenda Bill No.:	AB22-02
	Type of Action:	MOTION
EXHIBITS: <ul style="list-style-type: none"> Carnation City Council Rules of Procedure, Rule 4 (on reverse) RCW 35A.13.035 	Origin: <i>(Council/Manager)</i>	City Council Rules of Procedure, Rule 4(b)
	Agenda Bill Author:	City Clerk
	Date Submitted:	12/21/2021
	For Agenda of:	01/04/2022
	Expenditure Required:	
	Amount Budgeted:	
	Appropriation Required:	

SUMMARY STATEMENT AND DISCUSSION:

RCW 35A.13.035 and Rule 4(b) of the Carnation City Council Rules of Procedure require that the City Council elect from its membership on an annual basis a Vice-Chairperson to serve as Deputy Mayor.

RECOMMENDED ACTION:

The Mayor asks for nominations:

I move to nominate Councilmember _____ for election to the position of Deputy Mayor for the year 2022. (A second is not required for nominations)

The Mayor asks if there are any additional nominations. If so, repeat above motion. If not, the nomination period is closed and a vote is taken for each nomination made.

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		
Lisk			Lisk		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

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- (c) The above elections shall be by affirmative motion. No abstentions shall be permitted in an election vote. Any abstentions shall be construed as a vote in favor a candidate.

RCW 35A.13.035

Mayor pro tempore or deputy mayor.

Biennially at the first meeting of a new council, or periodically, the members thereof, by majority vote, may designate one of their number as mayor pro tempore or deputy mayor for such period as the council may specify, to serve in the absence or temporary disability of the mayor; or, in lieu thereof, the council may, as the need may arise, appoint any qualified person to serve as mayor pro tempore in the absence or temporary disability of the mayor. In the event of the extended excused absence or disability of a councilmember, the remaining members by majority vote may appoint a councilmember pro tempore to serve during the absence or disability.

[2009 c 549 § 3020; 1969 ex.s. c 81 § 1.]

Notes:

Effective date -- 1969 ex.s. c 81: "This 1969 amendatory act shall take effect July 1, 1969." [1969 ex.s. c 81 § 7.]

CITY OF CARNATION

MINUTES OF THE REGULAR CITY COUNCIL MEETING

December 7, 2021

CALL TO ORDER: Deputy Mayor Jim Ribail called the regular meeting of the Carnation City Council to order at 7:00 PM on December 7, 2021. Councilmember Tim Harris led the Pledge of Allegiance.

ROLL CALL: Deputy Mayor Jim Ribail, Councilmember Dustin Green, Councilmember Tim Harris, Councilmember Adair Hawkins, City Manager Ana Cortez, City Clerk Mary Madole, Treasurer Kelly Russell, Public Works Superintendent Bill Ferry, City Planner Jean Lin, and citizens in attendance by audio/videoconference. Mayor Kim Lisk was absent and excused.

APPROVAL OF AGENDA: MOTION BY COUNCILMEMBER HAWKINS AND SECOND BY COUNCILMEMBER HARRIS TO APPROVE THE AGENDA AS PRESENTED. MOTION PASSED UNANIMOUSLY (4-0).

CONSENT AGENDA: MOTION BY COUNCILMEMBER GREEN AND SECOND BY COUNCILMEMBER HARRIS TO ADOPT THE CONSENT AGENDA AS PRESENTED. MOTION PASSED UNANIMOUSLY (4-0); THE FOLLOWING ITEMS WERE APPROVED:

- Minutes of the Regular Meeting held November 16, 2021.
- Claims Check Vouchers numbered 36612 – 36648 in the amount of \$610,179.21.
- November 2021 Payroll Direct Deposits and Checks numbered 14598 – 14610 in the amount of \$113,950.26.

REPORTS & REQUESTS: Councilmember Harris reported that King County is pausing the adoption process for the Clean Water Plan to review feedback and regulatory permit requirements from DOE and EPA.

Councilmember Green reported that he attended the SCA Annual Meeting on December 1st and will be attending the SCA PIC meeting on December 8th. He and Councilmember Harris will be attending Coffee with Council on December 18th.

Deputy Mayor Ribail reported that SVGA met on November 17th and heard a presentation from PSRC Executive Director Josh Brown about transportation needs in rural areas. He also said that the Tolt Ave CBD Improvements Project is starting to come together with street furniture and light poles being installed.

STAFF REPORTS: Deputy Kim reported that he is patrolling for speeding on Entwistle, and recently there was a collision at Stossel. He is working with the City Manager on traffic calming measures. There have been a few instances of graffiti in Memorial and Hockert parks.

City Manager Cortez reported that the City was awarded a TIB grant for overlays on segments of W Bird, W Commercial, and Myrtle in 2023. A PSRC grant application for the E Entwistle sidewalk has been submitted. An update to the King County Regional Hazard Mitigation Plan in coming up will need to be discussed by the Public Health & Safety Committee in January.

Public Works Director Ferry reported that a sewer main break occurred before Thanksgiving on Stewart Ave due to a truck damaging the infrastructure.

CITY OF CARNATION

MINUTES OF THE REGULAR CITY COUNCIL MEETING

December 7, 2021

PRESENTATION: McKenna Dorman, Assistant Director Governmental Affairs & Special Projects for the **ANCESTRAL LANDS MOVEMENT.** Snoqualmie Indian Tribe, delivered a presentation about the Ancestral Lands Movement which has been launched to spread awareness of the Snoqualmie people, share the significance of their ancestral lands, and educate the public about ways to practice respect and mindfulness while recreating to help the Tribe protect and restore the lands for future generations.

AGENDA BILLS:

AB21-63: MOTION BY COUNCILMEMBER HARRIS AND SECOND BY COUNCILMEMBER HAWKINS **PROCLAMATION SUPPORTING THE ANCESTRAL LANDS MOVEMENT.** TO APPROVE A PROCLAMATION SUPPORTING THE SNOQUALMIE TRIBE ANCESTRAL LANDS MOVEMENT AND ENCOURAGING RECREATIONAL PRACTICES AND EXPERIENCES THAT HELP IN PROTECTING AND RESTORING THESE LANDS FOR GENERATIONS TO COME. Councilmember Hawkins read the text of the proclamation aloud. MOTION PASSED UNANIMOUSLY (4-0).

AB21-64: Deputy Mayor Ribail read the text of the proposed ordinance by title. MOTION BY **ORDINANCE** DEPUTY MAYOR RIBAIL AND SECOND BY COUNCILMEMBER HARRIS TO APPROVE AN **ADOPTING THE 2022 BUDGET.** ORDINANCE ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2022. MOTION PASSED UNANIMOUSLY (4-0); Ordinance No. 947 assigned.

AB21-65: Deputy Mayor Ribail read the text of the proposed ordinance by title. MOTION BY **ORDINANCE** COUNCILMEMBER HAWKINS AND SECOND BY COUNCILMEMBER GREEN TO APPROVE AN **AMENDING THE 2021 BUDGET.** AMENDING SECTION ONE OF ORDINANCE 943 AND THE ADOPTED 2021 ANNUAL BUDGET. MOTION PASSED UNANIMOUSLY (4-0); Ordinance No. 948 assigned.

AB21-66: MOTION BY COUNCILMEMBER HARRIS AND SECOND BY DEPUTY MAYOR RIBAIL TO **MOTION** AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONSULTANT **AUTHORIZING HEARING EXAMINER AGREEMENT.** AGREEMENT WITH SHARON A. RICE FOR HEARING EXAMINER SERVICES. MOTION PASSED UNANIMOUSLY (4-0).

ADDITIONAL BUSINESS & DISCUSSION ITEMS: Carnation Emergency Management Plan (CEMP): City Manager Cortez reported that the periodic update is due on December 31st and will need to be discussed with the Public Health & Safety Committee in January.

Scheduling a Council Retreat in early 2022: February 26th was identified as the preferred date, with January 29th and February 12th as alternates.

Other: Discussion took place about the report of accidents at Stossel and Entwistle. Discussion also took place about meeting with state representatives to discuss the 2022 legislative priorities. Agreement was reached to hold a special meeting on December 14th at 5:00 with the state representatives followed by another special meeting at 7:00 to discuss the new city hall/community center project.

The Councilmembers reviewed the list of items anticipated on future meeting agendas; the December 21st regular meeting was cancelled.

ADJOURNMENT: There being no further business before the City Council the meeting adjourned by common consent at 8:25 PM.

CITY OF CARNATION

MINUTES OF THE REGULAR CITY COUNCIL MEETING

December 7, 2021

Approved at the regular meeting of the Carnation City Council on January 4, 2022.

MAYOR

CITY CLERK, MARY MADOLE



**CITY OF CARNATION
PAYROLL BLANKET VOUCHER
CERTIFICATION AND APPROVAL**

DECEMBER 2021

I, Mary Madole, City Clerk for the City of Carnation, do hereby attest that December 2021 payroll direct deposits and checks numbered 14611 through 14621 in the amount of \$112,912.55 have been prepared to the best of my ability, and reflect true and accurate compensation for the hours included on each employee's time sheet as submitted to me by the employee's supervisor.

<u>FUND#</u>	<u>FUND NAME</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
001	GENERAL FUND	DECEMBER 2021 PAYROLL	
.10	Salaries & Wages	"	\$ 29,806.52
.20	Employer Taxes & Employee Benefits	"	\$ 11,946.79
101	STREET FUND	"	.
.10	Salaries & Wages	"	\$ 8,803.40
.20	Employer Taxes & Employee Benefits	"	\$ 3,593.21
106	CEMETERY FUND	"	
.10	Salaries & Wages	"	\$ 346.68
.20	Employer Taxes & Employee Benefits	"	\$ 161.15
401	WATERWORKS OPERATING FUND	"	
.10	Salaries & Wages	"	\$ 40,481.76
.20	Employer Taxes & Employee Benefits	"	\$ 17,393.40
406	LANDFILL POST-CLOSURE FUND	"	
.10	Salaries & Wages	"	\$ 275.78
.20	Employer Taxes & Employee Benefits	"	\$ 103.86
TOTAL DECEMBER 2021 PAYROLL:			\$ 112,912.55

Total Regular Hours Worked:	1625.65
Total Overtime Hours Worked:	20.00
Total Sick, Bereavement, & Jury Duty Leave Hours Compensated:	32.56
Total Vacation, Comp, Mgmt & Exec Leave Hours Compensated:	135.44
Total Legal & Personal Holiday Hours Compensated:	176.00
Total On-Call Hours Compensated:	542.00
TOTAL ALL HOURS COMPENSATED FOR MONTH:	2531.65

Prepared By:

 12/30/2021
 Mary Madole, City Clerk Date

Reviewed By:

Ana Cortez, City Manager

APPROVED by the Carnation City Council at a regular open public meeting held this 4th day of January, 2022.

(Finance & Operations Chair)

(Finance & Operations)



Payroll Check Register

Council Dates: 2021 - December - Dec'21 Payroll

Number	Name	Fiscal Description	Cleared	Amount
<u>14611</u>	Mueller, Carl W	2021 - December - Dec'21 Payroll		\$1,250.00
<u>14612</u>	Mueller, Carl W	2021 - December - Dec'21 Payroll		\$3,771.37
<u>14613</u>	Ribail, Jim	2021 - December - Dec'21 Payroll		\$209.87
<u>14614</u>	AFLAC Remittance Processing	2021 - December - Dec'21 Payroll		\$137.54
<u>14615</u>	Department of Labor & Industries	2021 - December - Dec'21 Payroll		\$877.79
<u>14616</u>	Dept of Retirement Systems	2021 - December - Dec'21 Payroll		\$17,698.54
<u>14617</u>	Employment Security Department	2021 - December - Dec'21 Payroll		\$156.93
<u>14618</u>	Employment Security Department PFML	2021 - December - Dec'21 Payroll		\$318.86
<u>14619</u>	Internal Revenue Service	2021 - December - Dec'21 Payroll		\$21,346.45
<u>14620</u>	Teamsters Union Local 763	2021 - December - Dec'21 Payroll		\$513.00
<u>14621</u>	Washington Teamsters Welfare Trust	2021 - December - Dec'21 Payroll		\$18,198.40
<u>Direct Deposit 12/15/21</u>	Payroll Vendor	2021 - December - Dec'21 Payroll		\$7,350.00
<u>Payroll 12/31/2021</u>	Payroll Vendor	2021 - December - Dec'21 Payroll		\$39,760.08
<u>Tipton Final Check</u> <u>12/15/2021</u>	Tipton, Michael J	2021 - December - Dec'21 Payroll		\$1,323.72
				\$112,912.55



Cost Center Account Activity

Employee	Account Number	Account Title	Employee	Employer	Total
001.511.60-Legislative					
Green, Dustin J			\$200.00	\$15.30	\$215.30
Harris, Timothy E			\$200.00	\$15.30	\$215.30
Hawkins, Adair			\$200.00	\$15.30	\$215.30
Lisk, Kimberly D			\$400.00	\$30.60	\$430.60
Ribail, Jim			\$250.00	\$19.13	\$269.13
		Cost Center Totals	\$1,250.00	\$95.63	\$1,345.63
001.513.10-Executive					
Cortez, Ana M			\$3,500.01	\$1,102.56	\$4,602.57
		Cost Center Totals	\$3,500.01	\$1,102.56	\$4,602.57
001.514.20-Finance & Records					
Hankinson Russell, Kelly K			\$1,696.12	\$723.77	\$2,419.89
Madole, Mary L			\$4,316.19	\$1,731.88	\$6,048.07
Maurer, Elizabeth A			\$508.49	\$265.36	\$773.85
Starns, Stacy L			\$1,857.60	\$973.30	\$2,830.90
		Cost Center Totals	\$8,378.40	\$3,694.31	\$12,072.71
001.558.50-Building					
Buelna, Rebecca L			\$3,120.07	\$1,400.93	\$4,521.00
Cortez, Ana M			\$875.00	\$275.65	\$1,150.65
Hankinson Russell, Kelly K			\$339.23	\$144.76	\$483.99
Lin, Jean P			\$3,750.00	\$1,430.70	\$5,180.70
Madole, Mary L			\$152.11	\$61.03	\$213.14
Maurer, Elizabeth A			\$2,542.40	\$1,326.86	\$3,869.26
		Cost Center Totals	\$10,778.81	\$4,639.93	\$15,418.74
001.558.60-Planning					
Buelna, Rebecca L			\$312.03	\$140.07	\$452.10
Lin, Jean P			\$3,750.00	\$1,430.70	\$5,180.70
Madole, Mary L			\$380.28	\$152.58	\$532.86
		Cost Center Totals	\$4,442.31	\$1,723.35	\$6,165.66
001.576.80-Parks					
Loesser, Kevin A			\$862.24	\$472.24	\$1,334.48
Mueller, Carl W			\$116.80	\$52.55	\$169.35
Schell, Brandon R			\$267.16	\$126.28	\$393.44
Tipton, Michael J			\$210.79	\$39.94	\$250.73
		Cost Center Totals	\$1,456.99	\$691.01	\$2,148.00
101.542.40-Stormwater Ops					
Ferry, William T			\$38.54	\$15.68	\$54.22
Loesser, Kevin A			\$387.33	\$212.11	\$599.44

Employee	Account Number	Account Title	Employee	Employer	Total
101.542.40-Stormwater Ops					
Mueller, Carl W			\$58.44	\$26.25	\$84.69
Schell, Brandon R			\$160.30	\$75.74	\$236.04
Tipton, Michael J			\$81.09	\$15.38	\$96.47
		Cost Center Totals	\$725.70	\$345.16	\$1,070.86
101.542.90-Streets Ops					
Ferry, William T			\$192.79	\$78.43	\$271.22
Loesser, Kevin A			\$689.79	\$377.77	\$1,067.56
Mueller, Carl W			\$700.94	\$315.41	\$1,016.35
Schell, Brandon R			\$1,233.05	\$582.76	\$1,815.81
Tipton, Michael J			\$535.07	\$101.40	\$636.47
		Cost Center Totals	\$3,351.64	\$1,455.77	\$4,807.41
101.543.10-Streets Admin					
Cortez, Ana M			\$1,875.00	\$590.67	\$2,465.67
Hankinson Russell, Kelly K			\$1,085.51	\$463.18	\$1,548.69
Madole, Mary L			\$1,521.13	\$610.37	\$2,131.50
Starns, Stacy L			\$244.42	\$128.06	\$372.48
		Cost Center Totals	\$4,726.06	\$1,792.28	\$6,518.34
106.536.10-Cemetery Admin					
Madole, Mary L			\$76.06	\$30.52	\$106.58
Starns, Stacy L			\$97.75	\$51.21	\$148.96
		Cost Center Totals	\$173.81	\$81.73	\$255.54
106.536.50-Cemetery Ops					
Ferry, William T			\$38.54	\$15.68	\$54.22
Loesser, Kevin A			\$64.68	\$35.42	\$100.10
Schell, Brandon R			\$53.45	\$25.25	\$78.70
Tipton, Michael J			\$16.20	\$3.07	\$19.27
		Cost Center Totals	\$172.87	\$79.42	\$252.29
401.534.10-Water Admin					
Buelna, Rebecca L			\$1,404.03	\$630.40	\$2,034.43
Cortez, Ana M			\$3,062.52	\$964.76	\$4,027.28
Hankinson Russell, Kelly K			\$1,814.85	\$774.42	\$2,589.27
Lin, Jean P			\$416.66	\$158.97	\$575.63
Madole, Mary L			\$570.42	\$228.88	\$799.30
Maurer, Elizabeth A			\$1,016.96	\$530.76	\$1,547.72
Starns, Stacy L			\$1,344.33	\$704.37	\$2,048.70
		Cost Center Totals	\$9,629.77	\$3,992.56	\$13,622.33
401.534.80-Water Ops					
Ferry, William T			\$4,627.17	\$1,882.65	\$6,509.82
Loesser, Kevin A			\$1,228.66	\$672.90	\$1,901.56
Mueller, Carl W			\$876.18	\$394.24	\$1,270.42
Schell, Brandon R			\$2,214.58	\$1,046.68	\$3,261.26
Tipton, Michael J			\$381.05	\$72.21	\$453.26
		Cost Center Totals	\$9,327.64	\$4,068.68	\$13,396.32
401.535.10-Sewer Admin					
Buelna, Rebecca L			\$1,403.98	\$630.44	\$2,034.42

Employee	Account Number	Account Title	Employee	Employer	Total
401.535.10-Sewer Admin					
Cortez, Ana M			\$3,062.52	\$964.76	\$4,027.28
Hankinson Russell, Kelly K			\$1,814.85	\$774.42	\$2,589.27
Lin, Jean P			\$416.67	\$158.94	\$575.61
Madole, Mary L			\$570.42	\$228.88	\$799.30
Maurer, Elizabeth A			\$1,016.94	\$530.75	\$1,547.69
Starns, Stacy L			\$1,344.34	\$704.41	\$2,048.75
		Cost Center Totals	\$9,629.72	\$3,992.60	\$13,622.32
401.535.80-Sewer Ops					
Ferry, William T			\$2,776.30	\$1,129.59	\$3,905.89
Loesser, Kevin A			\$1,228.66	\$672.90	\$1,901.56
Mueller, Carl W			\$4,390.30	\$1,975.49	\$6,365.79
Schell, Brandon R			\$1,763.29	\$833.35	\$2,596.64
Tipton, Michael J			\$381.05	\$72.21	\$453.26
		Cost Center Totals	\$10,539.60	\$4,683.54	\$15,223.14
401.538.18-PW On-Call Wtr/Swr					
Loesser, Kevin A			\$357.51	\$195.77	\$553.28
Mueller, Carl W			\$495.01	\$222.73	\$717.74
Schell, Brandon R			\$502.51	\$237.52	\$740.03
		Cost Center Totals	\$1,355.03	\$656.02	\$2,011.05
406.537.30-Landfill					
Cortez, Ana M			\$124.95	\$39.30	\$164.25
Ferry, William T			\$38.62	\$15.74	\$54.36
Hankinson Russell, Kelly K			\$33.92	\$14.50	\$48.42
Loesser, Kevin A			\$43.05	\$23.55	\$66.60
Madole, Mary L			\$19.05	\$7.68	\$26.73
Tipton, Michael J			\$16.19	\$3.09	\$19.28
		Cost Center Totals	\$275.78	\$103.86	\$379.64
		Grand Totals	\$79,714.14	\$33,198.41	\$112,912.55



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A Proclamation designating January 2022 as National Mentoring Month.	Agenda Bill No.:	AB22-03
	Type of Action:	MOTION
	Origin: <i>(Council/Manager)</i>	Mayor & Manager
	Agenda Bill Author:	City Clerk
EXHIBITS: <ul style="list-style-type: none"> • Proposed Proclamation 	Date Submitted:	12/21/2021
	For Agenda of:	01/04/2022
	Expenditure Required:	
	Amount Budgeted:	
	Appropriation Required:	

SUMMARY STATEMENT AND DISCUSSION:

The Empower Youth Network has requested that the City proclaim January as National Mentoring Month to coincide with nationwide efforts during the annual observation. Mentoring plays a pivotal role in career exploration and supports workplace skills by helping young people set career goals, equipping mentors with skills needed to support the professional growth of young people, and drives positive outcomes for young people and businesses. This proposed proclamation recognizes the benefits of mentoring programs that connect mentors to young people and cultivate relationships that provide crucial support and guidance as these young people grow and develop into our next generation of leaders.

RECOMMENDED ACTION: I move to approve a proclamation designating January 2022 as National Mentoring Month.

LEGISLATIVE HISTORY:
 01/15/2019: January 2019 proclaimed as National Mentoring Month.
 12/11/2019: January 2020 proclaimed as National Mentoring Month.
 01/05/2021: January 2021 proclaimed as National Mentoring Month.

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		
Lisk			Lisk		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

CITY OF CARNATION



OFFICIAL PROCLAMATION

Whereas, January 2022 will mark the 20th anniversary of National Mentoring Month, an annual campaign to focus attention on the need for mentors, as well as how each of us can work together to increase the number of mentors to help ensure positive outcomes for our young people; and

Whereas, the City of Carnation honors volunteer mentors who support young people by showing up for them every day and demonstrating their commitment to helping them thrive; and

Whereas, mentoring programs like *Youth Success! Mentoring*, a program of Empower Youth Network makes our communities and our state stronger by driving impactful relationships that increase social capital for young people and provide invaluable support networks; and

Whereas, during the COVID-19 pandemic, mentoring programs have stepped up to fill gaps for young people and families, connecting them with resources and ensuring that mentoring relationships continue; and

Whereas, mentoring plays a pivotal role in career exploration and supports workplace skills by helping young people set career goals, equipping mentors with the skills needed to support the professional growth of young people, and drives positive outcomes for young people and businesses; and

Whereas, quality mentoring promotes healthy relationships and communication, positive self-esteem, emotional well-being, and growth of a young person and their relationships with other adults; and

Whereas, students who meet regularly with their mentors are more than 52 percent less likely than their peers to skip a day of school and youth who face an opportunity gap but have a mentor are 55 percent more likely to be enrolled in college than those who did not have a mentor; and

Whereas, youth who meet regularly with their mentors are 46 percent less likely than their peers to start using drugs and 27 percent less likely to start drinking; and

Whereas, National Mentoring Month is the time of year to celebrate, elevate, and encourage mentoring across our state and recruit caring adult mentors in City of Carnation;

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

January 2022

as

Mentoring Month

in the city of Carnation and urge that all citizens and community organizations join in this observance.

Signed this ___ day of January 2022.

Mayor



CARNATION CITY COUNCIL

AGENDA BILL

TITLE: A Motion authorizing the City Manager to negotiate and execute a restated Consultant Agreement with HNTB Corporation for City Engineer Services.	Agenda Bill No.:	AB22-04	
	Type of Action:	MOTION	
	Origin: <i>(Council/Manager)</i>	City Manager	
	Agenda Bill Author:	City Clerk	
	EXHIBITS: <ul style="list-style-type: none"> • Proposed Consultant Agreement 	Date Submitted:	12/29/2021
		For Agenda of:	01/04/2022
Expenditure Required:			
Amount Budgeted:			
Appropriation Required:			

SUMMARY STATEMENT AND DISCUSSION:

Mr. Jorge Garcia has served as consultant City Engineer since 2016, first through the engineering firm HW Lochner and now through HNTB since 2019. Much of the work done by the City Engineer in recent years has been development application review, which is difficult to forecast in aggregate and is performed under cost recovery agreements where the applicant bears the burden of the cost rather than the City. The agreement executed in 2019 was in a “not to exceed” format of \$500,000 and has been subsequently amended four times to a new “not to exceed” amount of \$1.5M as of June 2021. This cumulative total of all work performed by HNTB since May 2019 is no longer meaningful in the context of the City’s current activities, it does not connect to the City’s annual budget. The proposed restated agreement with HNTB does not alter the scope of services or fee structure in the current contract but does change the terms of the contract from “not to exceed” to “time and materials”, and puts the City’s cost control on the total amount authorized by the City Council in the City’s annual budget and uses task orders to authorize project-specific amounts of work to the consultant.

RECOMMENDED ACTION: I move to authorize the City Manager to negotiate and execute a restated Consultant Agreement with HNTB Corporation for City Engineer Services.

LEGISLATIVE HISTORY:
 05/07/2019: Consultant Agreement with HNTB for City Engineer Services first authorized.

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		
Lisk			Lisk		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

CONSULTANT AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER 1	WORK DESCRIPTION 2
City Engineer Services	City Engineer Services
CONSULTANT 3	CONSULTANT CONTACT NAME, AND TELEPHONE NO. 4
HNTB Corporation 600 108 th Avenue NE, Suite 900 Bellevue, WA 98004-5110	Jorge Garcia, P.E. (425) 455-3555 office (425) 456-8645 direct jorgarcia@hntb.com
FEDERAL I.D. NO. 5	BUDGET OR FUNDING SOURCE 6
	General Fund 001 or as appropriate
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7	MAXIMUM AMOUNT PAYABLE, IF ANY 8
Ana Cortez, City Manager 4621 Tolt Ave, PO Box 1238 Carnation, WA 98014-1238 (425) 333-4192 office (425) 549-0405 direct	
COMPLETION DATE 9	10
	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input checked="" type="checkbox"/> Schedule Rate/Time and Materials <input type="checkbox"/> Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on _____, 2022 between the City of Carnation, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY has need for a City Engineer to have general oversight and responsibility for the design and engineering of city infrastructure, and carry out all functions of the City Engineer as defined by state law and city ordinance or resolution; and

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

WHEREAS, the CITY and the CONSULTANT entered into a Consultant Agreement for City Engineer Services dated July 19, 2019, and wish to supersede that agreement with this restated agreement; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to continue furnishing consulting City Engineer services to the CITY, and

WHEREAS, the CITY desires to continue contracting with CONSULTANT for the provision of such services for City Engineering and engineering consulting, and CONSULTANT agrees to contract with the CITY for same; NOW, THEREFORE,

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

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

2. Extra Work.

A. The CITY may, at any time, by mutually approved written amendment to this agreement, request CONSULTANT to perform additional services ("Extra Work"). The CITY shall pay CONSULTANT the amounts payable for the Extra Work under the terms of the Agreement.

B. If the CITY desires make changes within the general scope of the agreement in the services to be performed and any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly by written amendment executed by both parties.

C. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. Any adjustment to the (1) amount payable; (2) delivery or completion schedule or both; and (3) other affected terms shall be agreed upon by CITY and CONSULTANT prior to the performance of services by CONSULTANT under any written change order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

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

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

3. Changes in Work.

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

B. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 2.

4. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. The established completion time may be extended in writing and executed by both parties.

5. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute.

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

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

CITY's rules and policies relating to maintaining the safety and security of the CITY's premises.

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

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

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

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

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

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

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

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

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-

gap independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY using an additional insured endorsement at least as broad as ISO CG 20 26.

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

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

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

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

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

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

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

C. Other Insurance Provisions.

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

D. Cancellation.

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

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

E. Acceptability of Insurers.

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

F. No Limitation.

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

G. Failure to Maintain Insurance.

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

H. City Full Availability of Consultant Limits.

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

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

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and

related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

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

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

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

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

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

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

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

whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

The CONSULTANT may, by written notice to the CITY, give notice of its intention to terminate this agreement for the CITY's failure to comply with its obligations to CONSULTANT under this agreement. After such notice, the CITY shall have ten (10) days to cure, to the satisfaction of the CONSULTANT or its representative. If the CITY fails to cure to the satisfaction of the CONSULTANT, the CONSULTANT shall send the CITY a written termination letter which shall be effective upon post marked in the United States mail to CITY's address as stated in Box 7.

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

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY.

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

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

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

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

properly signed by both parties hereto.

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

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

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

CONSULTANT:

CITY OF CARNATION:

Kevin R. Collins, Sr Vice President

Ana Cortez, City Manager

ATTEST/AUTHENTICATED:

Mary Madole, City Clerk

EXHIBIT A

SCOPE OF WORK

Service Provider agrees to perform municipal engineering and to carry out, to the best of Service Provider's ability, all the duties imposed upon the Service Provider as the City may from time to time require. The Service Provider shall directly report to the City Manager.

The services performed by Service Provider are grouped into two categories: Day-to-Day Assistance and Special Projects.

1. **Day-to-Day Assistance:** These services deal primarily with assisting the Public Works and the Planning Department on a broad range of engineering matters related to the City's Utility, Street and Planning functions. Services includes, but are not limited to the following:
 - Provide day-to-day assistance to members of the City's staff relating to maintenance and operation of the Water, Sewer and Street Departments and other engineering matters as authorized by the City.
 - Review of developer extension of City utilities and preliminary and final plat engineering drawings for compliance with City design specifications and comprehensive plans.
 - Provide review comments to the City's legal advisor during their review of ordinances, resolutions, regulations, and other legal documents related to public works.
 - Assist the City in preparation of permit applications and communications as requested.
 - Assist in the preparation of applications for Federal and State grants which may be available to the City.
 - Assist the City in enforcing regulations and codes related to street and utility improvements by providing interpretations or relevant regulations and codes as required and appropriate.
 - Prepare opinion of probable construction cost and work with the City's Finance Department to determine the feasibility of proposed capital improvements and assist on budget matters.
 - Conduct special short duration studies as requested by the City.
 - Attend meetings as requested by the City.
 - Provide technical observation of construction to assist City staff, when requested.

- Prepare data and reports, as required, for Environmental or Economic Impact Statements, and franchise applications to the Federal, State, and local regulatory agencies, as well as attendance at meetings and hearings concerning these matters.
- Prepare feasibility reports.
- Assist in preparing and checking of LID, ULID and annexation petitions.
- Assist the City as expert witness in litigation, if required.
- Prepare responses to questions or issues relating to Public Works matters.
- Provide preliminary design, surveying, and design engineering services for small construction projects, i.e., estimated construction costs less than \$70,000.00. These projects are on the order of one or two drawings and mostly applicable to small works roster bidding and construction.
- Perform other Public Works tasks that may be assigned or requested by the City.

2. **Special Projects:** These services include preliminary planning, design engineering and surveying, preparation of contracts and specifications, and construction-related services produced in anticipation of a specific construction project with an estimated construction cost exceeding \$70,000.00. These services are usually based on preliminary studies and an analysis of project requirements and feasibility in conjunction with established City requirements.

A separate scope of work and cost of services will be negotiated for each specific or special contract. These documents will serve as addendums and be subject to the Professional Services Agreement, dated November 1, 2021, between the City and Service Provider. The scope of work generally associated with such projects is listed below in the general order such tasks would be performed:

- Consult with the City to determine probable scope and project costs. Perform any technical detailed analysis as warranted by a specific situation. Consult with the City on preliminary matters before proceeding with detailed design.
- Prepare contract documents, detail drawings, and project specifications indicating the nature and extent of the project. The design will be prepared as one engineering project with one bid schedule unless otherwise specified by the City.
- Prepare an opinion of probable construction cost for the project.
- Furnish engineering data where necessary as input for grant applications or regulatory permits required by local, State, or Federal authorities.
- Review final plans and specifications with the City and make appropriate revisions.

- Furnish the City with copies of "ready for bidding" contract documents, specifications, and design drawings for final review by the City and approving authorities.
- Upon completion of the Contract Document Phase and authorization to proceed with bidding on the Construction Phase, the Service Provider shall:
 - Reproduce contract documents, plans, and specifications for contractors, subcontractors, suppliers, and plan centers.
 - Respond to bidder questions, prepare and submit addendum for distribution to all plan holders as appropriate.
 - Assist the City in obtaining bids, in analyzing bids, and in recommendations for awarding a construction contract.
- After construction begins, Service Provider may, if requested, make periodic construction observations, consult and provide advice to the City on construction matters, and make a final inspection in conjunction with the City's representative.

The following disclaimers shall apply except to the extent otherwise specifically agreed in writing by Service Provider and the City:

- Cost Estimates: Cost estimates and quantity estimates prepared by the Service Provider are based on the Service Provider's professional qualifications and experience and are not a guarantee of actual costs or quantities.
- Hazardous Materials: Service Provider shall have no responsibility for the presence, removal or remediation of any hazardous waste in, on or under the work site(s) except to the extent same is caused by Service Provider. In addition, Service Provider shall have no duty to discover or detect the presence of any hazardous materials at the work site except to the extent same is caused by the Service Provider.

Means and Methods: Services Provider shall not be responsible for (1) a contractor's construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with a project; (2) the failure of any consultant, Subconsultant, vendor, or other project participant, not under contract to the Service Provider, to fulfill contractual responsibilities to the City or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction project. Service Provider shall not have the authority to direct, control or stop contractor's work.

EXHIBIT B

COMPLETION SCHEDULE

CITY will authorize services described in Exhibit A in writing, including by email. Task Orders shall be used to describe the parties mutual agreement on the scope of work, schedule, budget and other particulars for each authorization, but shall be governed by the framework of this agreement. Task Orders shall be in the general form shown in Exhibit D. Task Orders must be mutually accepted in writing by both parties. Task Orders previously authorized under the agreement for City Engineer Services between HNTB and the City of Carnation dated July 1, 2019, are hereby transferred and authorized under this new, restated agreement.

CONSULTANT shall perform services as authorized by this agreement in accordance with the same degree of care, skill and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

EXHIBIT C

FEE SCHEDULE

Rates include labor, overhead and profit and are subject to an annual adjustment on January 1 of each year. The parties agree a 4% annual increase to the CONSULTANT's billing rates shall be automatically effective January 1 of each year starting with January 1, 2023. These rates shall not be exceeded in any calendar year without prior written authorization from the City in the form of a negotiated and executed written Amendment to this Agreement.

2022 Rates

Billing Title	Bill Rate
Admin Support	\$75.00
Intern Engineer	\$79.00
Project Finance Assistant	\$87.00
Engineer I	\$104.00
Project Analyst	\$107.00
UDLA III	\$110.00
Technician III	\$122.00
Inspector	\$122.00
UDLA IV	\$125.00
Engineer II	\$130.00
Sr Technician	\$133.00
Engineer III	\$145.00
Project Engineer	\$148.00
Sr Project Analyst	\$153.00
UDLA V	\$155.00
Sr Inspector	\$159.00
Sr Scientist	\$169.00
Sr UDLA	\$191.00
Resident Engineer	\$205.00
Project Manager I	\$217.00
Sr Project Engineer	\$228.00
Sr Resident Engineer	\$231.00
Construction Manager	\$255.00
Project Manager II	\$257.00
Sr Project Manager	\$260.00
Sr Technical Advisor	\$269.00

EXHIBIT D

SAMPLE TASK ORDER

TASK ORDER NUMBER

This Task Order No. ____ (“Task Order”) is entered into between the City of Carnation, Washington (“CITY”) and HNTB CORPORATION (“CONSULTANT”) on _____, 20____, under the terms and conditions established in the CONSULTANT AGREEMENT between CITY and CONSULTANT dated _____, 20____, (the “Agreement”).

SECTION A – SCOPE OF SERVICES

A.1. CONSULTANT shall perform the following Services:

A.2. CONSULTANT shall provide the following deliverables to CITY:

SECTION B - SCHEDULE

CONSULTANT shall perform the Services according to the following schedule:

SECTION C - COMPENSATION

The total amount payable by CITY under this Task Order resulting from the Services is \$_____ and shall be paid according to the following terms:

(Any and all reimbursable expenses related to the project shall be included within this Section)

SECTION D – OTHER PROVISIONS

The parties agree to the following provisions with respect to this specific Task Order:

All terms and conditions of the Agreement are incorporated herein and shall control in the event of a conflict with this Task Order. CITY and CONSULTANT hereby agree to the terms and conditions of this Task Order as of the date set forth above. The individuals signing this Task Order represent and warrant that they have the power and authority to enter into this Task Order and bind the parties for whom they sign.

CITY:

CONSULTANT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A Motion approving a Consultant Agreement with Ogden Murphy Wallace PLLC for City Attorney services in 2022.	Agenda Bill No.:	AB22-05	
	Type of Action:	MOTION	
	Origin: <i>(Council/Manager)</i>	City Manager	
	Agenda Bill Author:	City Clerk	
EXHIBITS: <ul style="list-style-type: none"> • Proposed Consultant Agreement 2022 	Date Submitted:	12/21/2021	
	For Agenda of:	01/04/2022	
	Expenditure Required:		
	Amount Budgeted:		
	Appropriation Required:		
SUMMARY STATEMENT AND DISCUSSION: <p>Ogden Murphy Wallace (OMW) has served as the City Attorney since 1998. This proposed agreement will renew their services for 2022. The proposed rates for 2021 includes a 5.6% increase to the retainer rate, a 5.9% increase to the member rate, and a 6% increase to the associate rate. The retainer rate applies to the first 60 hours per month of general legal services. The City has rarely exceeded 60 hours of general legal services in a month.</p>			
RECOMMENDED ACTION: I move to authorize the City Manager to execute a Consultant Agreement with Ogden Murphy Wallace PLLC for City Attorney services in 2022.			
LEGISLATIVE HISTORY:			
ACTION TAKEN			
MOTION AS PROPOSED		MOTION AS AMENDED	
Motion made by:		Motion made by:	
Second by:		Second by:	
	YES Vote	NO Vote	
Hawkins			Hawkins
Ribail			Ribail
Harris			Harris
Lisk			Lisk
Green			Green
Passed/Failed			Passed/Failed
Ordinance/Resolution No.:		Ordinance/Resolution No.:	

CONSULTANT AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER City Attorney Services	WORK DESCRIPTION Legal Services for the City of Carnation
CONSULTANT Ogden Murphy Wallace PLLC 901 Fifth Avenue, Suite 3500 Seattle, WA 98164-2008	CONSULTANT CONTACT NAME, ADDRESS AND TELEPHONE NO. J. Zachary Lell 206-447-7000 phone, 206-749-0215 fax zlell@omwlaw.com
FEDERAL I.D. NO.	BUDGET OR FUNDING SOURCE General Fund 001 or as appropriate
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. City Manager	MAXIMUM AMOUNT PAYABLE, IF ANY
COMPLETION DATE December 31, 2022	

THIS AGREEMENT is entered into on _____, 2022 between the City of Carnation, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

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

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

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

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

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

equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

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

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

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

5. Extra Work.

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

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

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

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

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

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

8. Indemnification / Hold Harmless.

The CONSULTANT shall fully defend, protect, indemnify and hold the City, its officers, officials, employees and volunteers (collectively, "the CITY") harmless from any and all claims, injuries, damages, losses or suits, including attorneys' fees, arising out of, in connection with, or otherwise resulting in any manner from the performance of this agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the City, the CONSULTANT'S liability hereunder shall only be to the extent of the CONSULTANT'S negligence.

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

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

9. Insurance. The CONSULTANT shall obtain and provide verification of insurance coverage of the type and amount specified in this section.

A. Minimum Scope of Insurance.

The CONSULTANT shall obtain insurance of the types described below:

(1). Worker's compensation and employer's liability insurance as required by the State of Washington;

(2). Commercial General Liability insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 and covering liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the CONSULTANT'S Commercial General Liability insurance policy with respect to any work performed for the CITY.

(3). Professional liability insurance, appropriate to CONSULTANT's field of expertise.

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

B. Minimum Amounts of Insurance.

The CONSULTANT shall maintain the following insurance limits:

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

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

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

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT

as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

C. Other Insurance Provisions.

(1) All insurance coverage required by this agreement shall be obtained from an insurance company authorized to do business in the State of Washington and holding a current A.M Best rating of not less than A:VII. Excepting professional liability insurance, the CITY will be named on all insurance as an additional insured. The certificates of insurance shall cover the work specified in, related to or performed in any manner under this agreement.

(2) The Automobile Liability, Commercial General Liability and Professional Liability insurance policies required under this agreement shall contain or be endorsed to contain the following provisions:

a. The CONSULTANT'S insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be excess of the CONSULTANT'S INSURANCE and shall not contribute with it.

b. The CONSULTANT'S insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Verification of Coverage.

The CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work specified under this agreement.

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

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

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. Disputes/Conflict amongst attachments. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for determination to the CITY Department Head who administers the department in which the Project Administrator works. The Department Head's decision in the matter shall be final and binding upon the parties to this agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review. In case of conflict between the Attachments to this Agreement and the portions of this Agreement preceding the signature lines (paragraphs 1-21), the terms of paragraphs 1-21 shall prevail. Any limitations on liability and indemnification expressed in the Attachments beyond those specified in paragraph 8 (prior to signature line) shall be null and void.

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

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

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

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

18. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorneys' fees, in addition to any other award.

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

20. City Business License. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement if required by CITY ordinances. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

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

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

CONSULTANT:

CITY OF CARNATION:

OGDEN MURPHY WALLACE, PLLC

By: J. Zachary Lell
Title: Member

Ana Cortez, City Manager

ATTEST/AUTHENTICATED:

Mary Madole, City Clerk

ATTACHMENT A

SCOPE OF WORK

The CONSULTANT shall perform general and specialty legal services as City Attorney for the CITY for all legal matters as assigned or referred by the CITY to the CONSULTANT. J. Zachary Lell of the CONSULTANT shall be the lead attorney. With the express or implied permission of the City Manager, other attorneys of the CONSULTANT may from time to time also perform legal services under this agreement.

I. General services include the following:

- A. Attendance at all regular and special meetings of the City Council, Planning Board or other boards and commissions as requested by the CITY.
- B. Consultation with staff or officials of the CITY, as requested by the City Manager; and routine preparation and legal research required in connection with such duties, and in preparation of ordinances, resolutions and legal memoranda.
- C. Routine preparation and legal research required in connection with any of the above subparagraphs, and in preparation of routine ordinances and resolutions.
- D. Drafting, review and consultation with respect to routine contracts in which the CITY's template contract forms are used.
- E. All transportation expenses and transit time incurred by the CONSULTANT in furtherance of the above tasks.

II. Specialty services include the following:

- A. All services rendered in connection with any potential or actual litigation, arbitration, mediation, administrative hearings and/or enforcement proceedings wherein the CITY, one of its boards, or one of its officials is or likely will be a party. It is understood by the parties that tort and/or negligence cases will normally be handled by counsel retained by the Association of Washington Cities (AWC) unless active participation by the CONSULTANT is specifically requested by AWC or by the CITY. Unless such active participation is so requested, the CONSULTANT will normally limit its participation in such cases to one of consultation and coordination between the CITY and the attorney(s) retained by AWC.
- B. All services rendered in connection with site or project-specific land use or real property matters, including but not limited to permitting, project review, regulatory approvals, and the acquisition or disposition of easements, rights-of-way, or other personal property and real property interests.
- C. All services to be rendered in connection with taxation issues, local improvement districts, bond issues and other matters where a special counsel has been or normally is retained. Such legal services, when requested to be performed by this office, will not substitute for but may supplement the services rendered by bond counsel.

- D. All services rendered in connection with drafting, review and consultation with respect to specialty contracts in which the City's template contract forms are not used. Specialty contracts shall include, but are not necessarily limited to, settlement agreements, franchises, collective bargaining agreements, interlocal agreements executed pursuant to Chapter 39.34 RCW, and development agreements executed pursuant to Chapter 36.70B RCW.
- E. All services rendered in connection with annexation proceedings.
- F. All services rendered in connection with labor arbitrations and negotiations.
- G. Any other services requested to be performed and not falling within the definition of general services.
- H. All transportation expenses and transit time incurred by the CONSULTANT in furtherance of the above tasks.

ATTACHMENT B

COMPLETION SCHEDULE

The legal services described in Attachment A shall be timely provided by the CONSULTANT upon request in accordance with a project-specific performance timeline mutually agreed upon by the CITY and the CONSULTANT.

ATTACHMENT C

FEE SCHEDULE

- I. General Services. The first 60 hours of general services performed under this Agreement in any month shall be compensated at the rate of \$285 per hour, irrespective of the CONSULTANT attorney involved. General services performed in excess of 60 hours in any month shall be compensated at the specialty rates set forth in Section II below.
- II. Specialty Services. Specialty services performed under this Agreement shall be compensated at the following rates:
 - Members: \$360 per hour
 - Associates: \$265 per hour
 - Paralegals: \$160 per hour

Consortium-Based Legal Services

Rates for consortium-based services related to franchise agreements will be negotiated on a case-specific basis.



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A Motion appointing Rhonda Ender to Planning Board Position 2 and appointing Brodie Nelson to Planning Board Position 4 both with terms expiring in December 2025.	Agenda Bill No.:	AB22-06																																																																		
	Type of Action:	MOTION																																																																		
	Origin: <i>(Council/Manager)</i>	Community Development Committee																																																																		
	Agenda Bill Author:	City Planner & City Clerk																																																																		
EXHIBITS: <ul style="list-style-type: none"> • Applications for Appointment 	Date Submitted:	12/21/2021																																																																		
	For Agenda of:	01/04/2022																																																																		
	Expenditure Required:																																																																			
	Amount Budgeted:																																																																			
	Appropriation Required:																																																																			
SUMMARY STATEMENT AND DISCUSSION: <p>The term for Planning Board Positions 2 and 4 expired at the end of 2021. The City advertised for applicants in early October and received five applications by the due date in mid-December. One applicant subsequently withdrew their application in January. Mayor Lisk, Councilmember Harris, Planning Board Chairperson Ron Lundeen, and City Planner Jean Lin interviewed the applicants on December 20, 2021 and recommend that Rhonda Ender who resides in Brook Tree be appointed to Position 2, and that Brodie Nelson who resides on East Myrtle Street be appointed to Position 4.</p>																																																																				
RECOMMENDED ACTION: I move to appoint Rhonda Ender to Planning Board Position 2 and appoint Brodie Nelson to Planning Board Position 4 both with terms expiring in December 2025.																																																																				
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Application for Appointment to City Board or Council

I would like to be considered for appointment to the following board, commission or council:

- Planning Board City Council Parks Board
- Other:

Please explain why you would like to serve on this board. Describe the knowledge, experience and skills you would bring to the board:

As a Carnation resident and business owner I would like to contribute to my local community by being involved in the city's planning and development. I am a real estate broker and fundraiser with experience in real estate sales, permitting and remodeling projects and project management. I believe I could add a fresh perspective as a newer resident having moved from Snoqualmie to Carnation in April of 2020. I have served on many boards in the past including Encompass, Falls Little League, and The Volunteer Center. My daughter interned with the City of Carnation last summer and really enjoyed the experience - I want to get involved locally as well!

GENERAL INFORMATION

Name: Rhonda Ender

Date of Birth (mm/dd/yy):

Street Address:

Mailing Address:

Carnation WA 98014

Home Phone:

Work Phone:

Cell Phone:

Email:

CERTIFICATION AND LOCATION INFORMATION

Do you currently live within Carnation city limits? Yes No

Are you a Registered Voter in city limits? Yes No

If yes, how long? 1 year 8 months

How long have you lived in the Carnation area? 1 year 8 months

List all property you own or lease in Carnation:

List the name and physical address of any businesses you own or operate in Carnation:

List any professional certifications or licenses you hold:

Real Estate Broker's License.

BACKGROUND AND EXPERIENCE:

Education (Check all that apply, and list major areas of study):

- High School Graduate or GED Bachelors Degree in _____
 Master's Degree in **MBA** Doctorate in _____
 Other (describe)

Work History (List most recent experience first):

- | | |
|--|--------------------------------------|
| 1. Employer: NW Real Estate, Inc. | Title: Broker |
| Duties: Work with clients in buying and selling real estate. Supervise other agents. | |
| <hr/> | |
| 2. Employer: Encompass NW | Title: Special Events Manager |
| Duties: Plan and execute fundraising events for this Snoqualmie Valley non-profit organization. | |
| <hr/> | |
| 3. Employer: | Title: |
| Duties: (I was on the board of directors of Encompass for 9 years before joining as staff) | |

Charitable, Social and Civic Activities and Memberships (Briefly describe organizations that you belong to, and your participation in them):

Eastside Catholic HS: Booster Club, Lacrosse & Cross Country Team Parent. Vand'al Lacrosse: Team Parent. Supportive Community for All: Advisory Committee. Michael's Place & Issaquah Meals: Prepare meals

REFERENCES

(List three Carnation residents not related to you, whom you have known for at least one year)

- | | |
|-------------------------------|--------------------------|
| 1. Name: Heidi Paradis | Phone: ██████████ |
| 2. Name: Alaa Hassan | Phone: ██████████ |
| 3. Name: Jackie Lefort | Phone: ██████████ |

SIGNATURE

All answers and statements are true and complete to the best of my knowledge. I understand that untruthful or misleading answers may be cause for rejection or removal from the position sought.

Rhonda Ender

Applicant Signature

12/09/2021

Date



Application for Appointment to City Board or Council

I would like to be considered for appointment to the following board, commission or council:

- Planning Board City Council Parks Board
- Other:

Please explain why you would like to serve on this board. Describe the knowledge, experience and skills you would bring to the board:

I have a BA from UW in Political Science and an extensive background in Financial Services. I also have lived in the Valley my entire life and have owned a home in Carnation for the past 9 years.

GENERAL INFORMATION

Name: Brodie Nelson

Date of Birth (mm/dd/yy): [REDACTED]

Street Address:

Mailing Address:

Home Phone: [REDACTED]

Work Phone:

Cell Phone: [REDACTED]

Email: [REDACTED]

CERTIFICATION AND LOCATION INFORMATION

Do you currently live within Carnation city limits? Yes No

Are you a Registered Voter in city limits? Yes No

If yes, how long?

How long have you lived in the Carnation area? 9 years

List all property you own or lease in Carnation:

[REDACTED] [REDACTED]

List the name and physical address of any businesses you own or operate in Carnation:

None

List any professional certifications or licenses you hold:

Notary public

BACKGROUND AND EXPERIENCE:

Education (Check all that apply, and list major areas of study):

- High School Graduate or GED Bachelors Degree in Political Science
 Master's Degree in _____ Doctorate in _____
 Other (describe)

Work History (List most recent experience first):

- | | |
|---|------------------------------|
| 1. Employer: BECU | Title: Manager |
| Duties: Daily operations of a Financial Services Institution | |
| <hr/> | |
| 2. Employer: Target | Title: Internal Investigator |
| Duties: Investigate internal theft, case management, employee interview and termination | |
| <hr/> | |
| 3. Employer: | Title: |
| Duties: | |

Charitable, Social and Civic Activities and Memberships (Briefly describe organizations that you belong to, and your participation in them):

Issaquah Chamber of Commerce

REFERENCES

(List three Carnation residents not related to you, whom you have known for at least one year)

- | | |
|-------------------------|-------------------|
| 1. Name: Carl Boyd | Phone: [REDACTED] |
| 2. Name: Adaire Hawkins | Phone: [REDACTED] |
| 3. Name: Sarah Wilson | Phone: [REDACTED] |

SIGNATURE

All answers and statements are true and complete to the best of my knowledge. I understand that untruthful or misleading answers may be cause for rejection or removal from the position sought.

Brodie Nelson

10/20/2021

Applicant Signature

Date



CARNATION CITY COUNCIL

Subject: 2022 Council Study Committee appointments.

Origin: Ana Cortez, City Manager

Date Submitted: 12/21/2021

Agenda Date: 01/04/2022

The Carnation City Council Rules of Procedure Rule 22(b) requires the City Council to make Study Committee appointments at the first Council meeting of the year. The table below shows the appointments that were made in April 2021:

2021 City Council Study Committee Appointments:

Council Study Committee	Chairperson	Second	Alternate
Community Development To advise upon matters of policy involving the physical and economic development of the city, including subdivision, housing, building and zoning matters, development and redevelopment, downtown economic and physical development, environmental quality issues.	Council of the Whole	Council of the Whole	Council of the Whole
Finance & Operations To advise upon matters of policy involving city financial affairs and on general operations of the city, including the review of all requisition vouchers for payment; personnel matters of the city; general administration; grants and interlocal agreements.	Deputy Mayor Jim Ribail	Councilmember Dustin Green	Mayor Kim Lisk
Public Health & Safety To advise upon matters of policy involving public health, welfare, and safety pertaining to the city, including public health, animal control, fire and police protection and law enforcement.	Councilmember Adair Hawkins	Mayor Kim Lisk	Councilmember Dustin Green
Utilities & Public Facilities To advise upon matters of policy involving facilities of the city, including streets, parks, public buildings, and utility operations and capital activities, including water and wastewater systems and operations; solid waste collection and disposal including recycling and waste reduction; maintenance and improvement of all city properties and infrastructure.	Councilmember Tim Harris	Mayor Kim Lisk	Deputy Mayor Jim Ribail

Attachment: City Council Rules of Procedure – Rule 22(a)(b)&(c) (on reverse)

Carnation City Council Rules of Procedure – Rule 22:

COMMITTEES AND LIAISONS

RULE 22. The Committee structure of the Council and the procedures governing all committees shall be as follows:

- (a) Committee Of The Whole. There shall be a standing committee of the Council known as the Committee Of The Whole (COW), composed of the entire council sitting as a legislative study committee. The committee of the whole shall not take any official action while in committee. The Mayor shall chair the COW.
- (b) Council Study Committees. There are hereby created four standing committees of the Council:
 - a. Community Development Committee. The primary purpose of the Community Development Committee is to review and advise upon on all matters of policy coming before the city council involving the physical and economic development of the city, including subdivision, housing, building and zoning matters, development and redevelopment, downtown economic and physical development, environmental quality issues, and such other matters as may be assigned to this committee.
 - b. Finance and Operations Committee. The primary purpose of the Finance and Operations Committee is to review and advise upon on all matters of policy coming before the city council involving city financial affairs and on general operations of the city, including the review of all requisition vouchers for payment; personnel matters of the city; general administration; grants and interlocal agreements, and such other matters as may be assigned to this committee.
 - c. Public Health and Safety Committee. The primary purpose of this committee is to review and advise upon on all matters of policy coming before the city council involving public health, welfare, and safety pertaining to the city, including public health, animal control, fire and police protection and law enforcement, and such other matters as may be assigned to this committee.
 - d. Utilities and Public Facilities Committee. The primary purpose of this committee is to review and advise upon all matters of policy coming before the city council involving facilities of the city, including streets, parks, public buildings, and utility operations and capital activities, including water and wastewater systems and operations; solid waste collection and disposal including recycling and waste reduction; maintenance and improvement of all city properties and infrastructure, and such other matters as may be assigned to this committee.
 - e. Term: The term and membership of each committee shall commence on the first regular meeting in January of the city council, and shall terminate effective with the day prior to such meeting the following year. The appointment to each council committee shall be made by the council during the first meeting of the council in January of each year, which meeting shall be denominated as the council organizational meeting.
- (c) Special Ad Hoc Study Committees. Special ad hoc Council study committees may be created by the Council for a particular purpose, or when the issue is so complex and time consuming that it cannot be reasonably handled at a Council or COW meeting. Special study committees shall consist of two Council members appointed by the Mayor, and may also include citizens. Special study committees shall sunset at the end of their mission, but no later than the end of each calendar year unless specifically continued by the Council thereafter for a specified time period. A Councilmember shall serve as chair of the committee.

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CARNATION CITY COUNCIL

Subject: 2022 Council Liaison appointments.

Origin: Ana Cortez, City Manager

Date Submitted: 12/21/2021

Agenda Date: 01/04/2022

The Carnation City Council Rules of Procedure Rules 22(d) calls for the City Council to make Council Liaison appointments at the beginning of each year. The table below shows the appointments that were made in April 2021:

Agency, Board or Committee		2021 Assignments	
		Primary	Secondary
1.	American Legion	Lisk	Green
2.	Carnation Chamber of Commerce	Lisk	Ribail
3.	Carnation-Duvall Citizen Corps Council/CERT	Green	Hawkins
4.	Carnation Farmers Market		
5.	Carnation Fourth of July Committee		
6.	Empower Youth Network	Lisk	Hawkins
7.	Joint Recommendations Committee (JRC)/CDBG	Lisk	Ribail
8.	Hopelink	Green	Harris
9.	King County Flood Control Zone District Advisory Committee	Hawkins	Lisk
10.	Puget Sound Regional Council	Lisk	Ribail
11.	Riverview School District (including REF and PTSA)	Lisk	Green
12.	Riverview School District Community Wellness Task Force	Lisk	Ribail
13.	Seattle Public Utilities	Green	Hawkins
14.	Snoqualmie Valley Governments Association	(CoW)	
15.	Snoqualmie Valley Mobility Coalition	Lisk	Hawkins
16.	Snoqualmie Watershed Forum/King Conservation District (KCD)/WRIA 7	Ribail	Harris
17.	Sno-Valley Senior Center	Ribail	Lisk
18.	Sno-Valley Tilth	Lisk	Green
19.	Sound Cities Association (SCA) & Public Issues Committee (PIC)	Green	Lisk
20.	Tolt Historical Society	Lisk	Harris

Attachment: City Council Rules of Procedure – Rule 22(d) (on reverse)

Carnation City Council Rules of Procedure – Rule 22:

COMMITTEES AND LIAISONS

RULE 22. The Committee structure of the Council and the procedures governing all committees shall be as follows:

....

(d) Council Liaisons. In order to provide a liaison and give the City Council representation before various boards, commissions and community based groups, the Mayor may appoint each Council member, at the beginning of the fiscal year, to serve as a liaison to one or more community based groups, institutions, boards, regional bodies, or commissions, such as:

1. American Legion
2. Carnation Chamber of Commerce
3. Carnation-Duvall Citizen Corps Council/CERT
4. Carnation Farmers Market
5. Carnation Fourth of July Committee
6. Empower Youth Network
7. Joint Recommendations Committee (JRC)/CDBG
8. Hopelink
9. King County Flood Control District Advisory Committee
10. Puget Sound Regional Council
11. Riverview School District (including REF and PTSA)
12. Riverview School District Community Wellness Task Force
13. Seattle Public Utilities
14. Snoqualmie Valley Governments Association
15. Snoqualmie Valley Mobility Coalition
16. Snoqualmie Watershed Forum/King Conservation District (KCD)/WRIA 7
17. Sno-Valley Senior Center
18. Sno-Valley Tilth
19. Sound Cities Association (SCA) & Public Issues Committee (PIC)
20. Tolt Historical Society

The City Manager and respective department heads shall strive to provide council liaisons with additional information beyond that normally provided to the Council as a whole, and to keep the liaisons abreast of developments, trends, conditions and issues in their various areas of responsibility. The Liaisons shall strive to keep the Mayor, Council, City Manager and staff current on activities, plans and issues affecting their various liaison assignments. It shall be the duty of the assigned Council liaisons to serve as a point of contact and liaison with these groups. Council members shall reasonably report on their interaction with said groups and any interests and needs of the group that relate to the City government and its programs and services.

....



CARNATION CITY COUNCIL DISCUSSION ITEM

Subject: Condition of City Hall
Origin: Ana Cortez, City Manager
Author: Mary Madole, City Clerk
Date Submitted: 12/30/2021
Agenda Date: 01/04/2022

The current city hall is comprised of three structures built between 1917 and 1955. The 1955 portion was constructed as the fire station, and in 1996 was remodeled into the space that we now know as the Council Chambers. Another minor remodel was done in 2002 to add and improve office spaces. Around 2014, Verizon investigated the building with interest to lease space on the roof for a cellular antenna but found that the old fire station was constructed of unreinforced masonry backfilled with concrete. The antenna proposal was abandoned since the roof could not support the weight of the equipment without supports that would make the interior office spaces inoperable.

In 2016, staff became concerned by doors and windows that were becoming inoperable and one window that had cracked on the inside the prior year. A structural inspection of the building was conducted, and that report is attached. Subsequent to the 2016 inspection, the City undertook a remodel of the upstairs bathroom in 2019 and discovered rotten posts and beams in the floor and roof which were investigated and repaired to the extent necessary for that project.

Attachments:

2016 Structural Inspection Report
2019 photos of rotted beams (on reverse)
2019 emails regarding rot assessment and repair

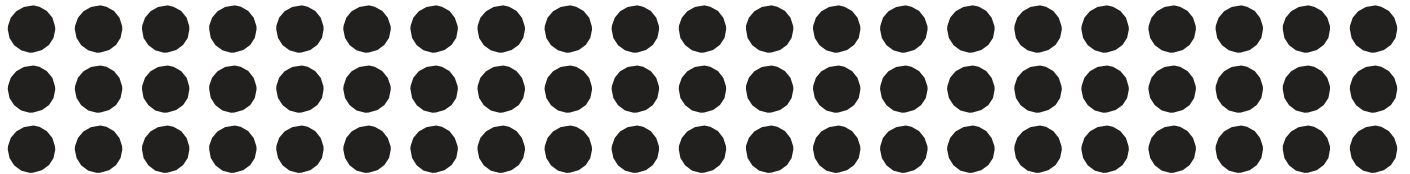
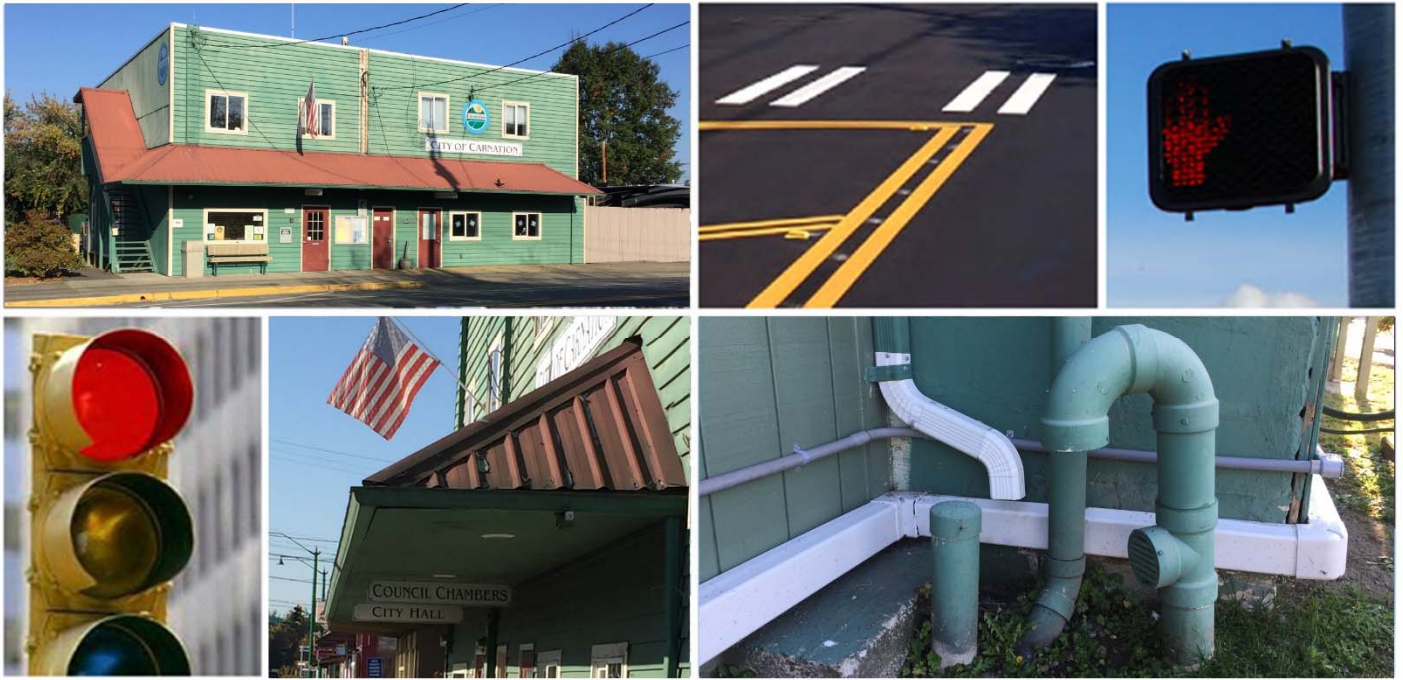


January 2019



LOCHNER

*City Hall Building
Structural Inspection Report*



City of Carnation
City Hall Structural Inspection Report



This report serves as the summary of the structural visual inspection performed on morning of September 30, 2016 of the City Hall Building located at:

PROPERTY ADDRESS: 4621 Tolt Avenue, Carnation, WA 98014

LEGAL DESCRIPTION: TOLT TOWNSITE COS PLAT OF TOLT
PLat Block: 17
Plat Lot: 5-6-7

This report addresses the following:

1. Provide a general summary of the information available on King County Property Search
2. Provide a general summary of Background Findings
3. Provide a summary of the existing building inspected.
4. Address the potential for settlement on the south side of the building.
5. Address any drainage issues
6. Provide general Summary & Recommendations related to the inspection of the building

King County Property Findings:

The building inspected is depicted in Photo 1 of Appendix A, and was constructed in 1947 with an effective year of 1980. The building is classified as City Hall and Fire Department, however the current use is for City Hall and related City government services. Previous use of the building was as a Fire Station with the likely conversion happening in 1980 to the current use. The two story building has a total square footage of 6,560 square feet, and is constructed from masonry block with a wood framed roof. The building is heated by forced air and does not have a sprinkler system for fire protection.

The existing building has had permitted work for an unspecified remodel on 11/20/1996, the attachment of antennas to existing building on 10/26/2005, and the replacement of siding, insulation and windows on the south and west sides of the building on 8/28/2015.

Background Findings

Access to the building and coordination for the inspection was done through City Treasurer, Kelly Hankinson Russell. Initial discussions disclosed that the building used to be the Fire Station and the south side of the building was an addition to the original building. Visual observation concluded this to be correct. The original building is constructed as a garage space with slab-on-grade floor, and the addition has the same. A slight upsloping ramp joins the old portion to the new.

Discussions with City Manager, Phil Messina disclosed that within the past few years there was an investigation for installing a cellular tower on the roof of the building. Investigations found that the existing masonry walls are backfilled with concrete but are not reinforced. The construction of the cellular tower on the roof was terminated since supports were proposed to be placed in locations that would be adverse to the operations in the building, hence the current plan is to install a cellular tower at a location adjacent to the building and within the limits of the property. General conclusion is that the existing building could not serve as a support system and the new cellular tower and an independent support system was proposed. Documents produced for the investigation were not provided, but may serve for future remodel work.

Currently, the City is planning a remodel of the building space. Specifics of the remodel were not disclosed nor did it appear that the work for designing the remodel has not commenced. Essentially, the City expressed that they are interested in having the space structurally inspected prior to constructing a new remodel. One concern expressed was that one of the windows replaced in 2015 were found to not be operable and there was a presumption that the building had settled, and resulting in the window not working properly. The old window was located Becky Buelna's office on the south side of the building.

A call was placed to the Jason Zeigler of Zeigler Construction who was presumed to be the responsible contractor for replacing the window on the south side of the building near Becky Buelna's office. Conversation with Mr. Zeigler disclosed that he did not replace the window, but had performed other window and siding replacement work to the building. He was not aware of any structural issues with the building, nor did any appear to be present related to the scope of services that he provided. He did state that much of the siding needed to be removed in the vicinity of where windows were replaced, and he needed to repair areas where wood was rotted due to improper installation of exterior flashing. He felt all areas were well constructed by his company.

Inspection:

The building inspection began by inspecting the exterior of the building and followed by the inspection of the interior of the building. All inspections were visual observations. Observations were assisted with a 4-foot level and a tape measure as needed.

The south exterior side of the building has an exterior stair constructed from wood to access the second floor interior space. There are windows through the masonry walls. The photo of the south exterior side of the building taken at the time of the inspection is shown in Photo 2 of Appendix A. The replaced inoperable window is shown on the first floor to the left of the exterior stair. All of the windows on the south side of the building are currently operable and do not show any signs of distress. However, inspection just

to the west of the window where the building jogs to the north is where multiple utilities reside as shown in Photo 3 of Appendix A. One area of concern is that the downspout is not tight line drained away from the building. This is an area of potential concern in that the water in this area could contribute to the reduction the bearing capacity of the building's foundation and could result in localized settlement.

The south exterior stair constructed from wood to access the second floor interior space has the roof support column above the landing that is not plumb, and the wood decking is at the end of the service life. These areas are shown in Photo 4 and 5 of Appendix A.

The west exterior side of the building has exterior siding that extends to the top of the concrete as shown in Photo 6 Appendix A. A separation gap should be provided to prevent decay of the siding.

The north exterior side was behind a fenced-in area did not show signs of structural issues, however a close-up look along the side of the building was not performed.

The east (front) exterior side shows signs that the awning overhang has deflected downward and this may be a sign of structural support issues. The overhang awning is shown in Photo 7 Appendix A. Access to the structural members was not possible unless the bottom soffit is removed to provide access. This area should be watched for additional deflection. There is a break in the second story siding which exposes the masonry block units behind. The area is shown in Photo 8 Appendix A. The exposure does not look adverse to the upper exterior of the building, but moisture can likely migrate down into hidden areas causing rotting of any exposed wood that may be present. The area should be covered and fully flashed to prevent the migration of moisture.

The roof area was inspected and found to be in excellent condition. It appears there may be heat tape in the gutter on the west side of the building. The roof is wood framed with dimensional lumber and likely 3/4 thick tongue-and-groove wood used for the roof panels.

The first floor interior area of the building was inspected and found to be in good condition. The walls did not show any signs of cracking that could be the result of building settlement. However, many of the doors did not work properly and were binding with the door frame when closing. The issue could be related to the doors being old or not properly hung in the frame. The following doors exhibited issues:

- a. The southwest office door is out of plumb.
- b. The door at the rear of Council Chambers binds when closing and is out of plumb.
- c. The east exterior door for the entry to the Council Chambers binds when closing and has the back jamb out of plumb.
- d. The restroom door is slightly not fitting when closing.

- e. The electrical panel closet door in the back central conference room does not close properly.

The second floor interior area of the building was inspected and found to be in good condition with the following areas documented:

- a. The access door on the east end of the building was working properly.
- b. The interior stair access to the second floor is in good condition.
- c. The main hall corridor is in good condition, yet the floor is slightly out of level.
- d. The windows in the Sheriff's office are older and at the end of their service life, but were in good to fair operable condition.
- e. The office next to the Sheriff's office was locked and access could not be obtained.
- f. The Snovarc office area was locked and access could not be obtained.
- g. The computer room is in good condition.
- h. The conference room was locked and access could not be obtained.
- i. The door next to the conference room was locked and access could not be obtained.
- j. The kitchen area has one window sealed and not operable, and one window that is difficult to open. There appears to be no structural issues with the walls surrounding the kitchen area.
- k. The locker room on the west end of the building has one window that is not operable. There appears to be no structural issues with the walls surrounding the locker area.
- l. The restroom / shower area has a window that is not operable. There appears to be no structural issues with the walls surrounding the room area. The shower appears to be operable, but was not fully tested.
- m. The northeast offices and conference room areas were found to have no visual structural issues with the windows operating in fair condition.

Recommendations:

It appears through inspection observation that following is recommended:

1. The downspout drain pipe shown in Photo 3 of Appendix A, should be tight line drained away from the building. This is an area of potential concern, and it should be remediated prior to the wet season.
2. The south exterior stair constructed from wood to access the second floor interior space is at the end of the service life and should be replaced.
3. Provide a proper separation gap for the siding on the west side of the building to prevent decay of the siding.
4. Have a carpenter adjust the doors not operating properly on the first floor. After the doors have been adjusted to open and close properly, monitor the doors over time for changes.

5. The windows on the second floor are at the end of their service life and should be replaced.
6. The masonry walls are likely backfilled with unreinforced concrete, and they will not serve as a lateral resisting system for meeting current design codes. Lateral design loadings include wind and seismic forces. Hence, remodel work would likely be limited to only cosmetic changes, i.e. non-structural modifications. Therefore, if a future remodel design includes structural upgrades, it could trigger bringing applicable areas or the entire building up to the current code. Until the upgrades are known, it cannot be determined what areas will need to be brought up to code, and trying to work with the existing building may prove to be too costly.
7. The existing condition of the building could be checked for meeting current design codes, however it was not included in the scope of services for this report.

This completes my services at this time.

It has been my pleasure to provide the structural inspection services for you. Please contact me if you would like to proceed with additional services.

If you may have any further questions or comments, or need any additional help, please don't hesitate to contact me.

Appendix A – Inspection Photos



Photo 1 – East Exterior View of Building



Photo 2 – South Exterior View of Building



Photo 3 – Utilities on the South Exterior



Photo 4 – South Exterior Second Floor Stair Landing



Photo 5 – Pool Foundation (shown inside red box)



Photo 6 – Wood Siding on West Side of Building Extending to Top of Concrete



Photo 7 – Exterior Awning on East Side of Building

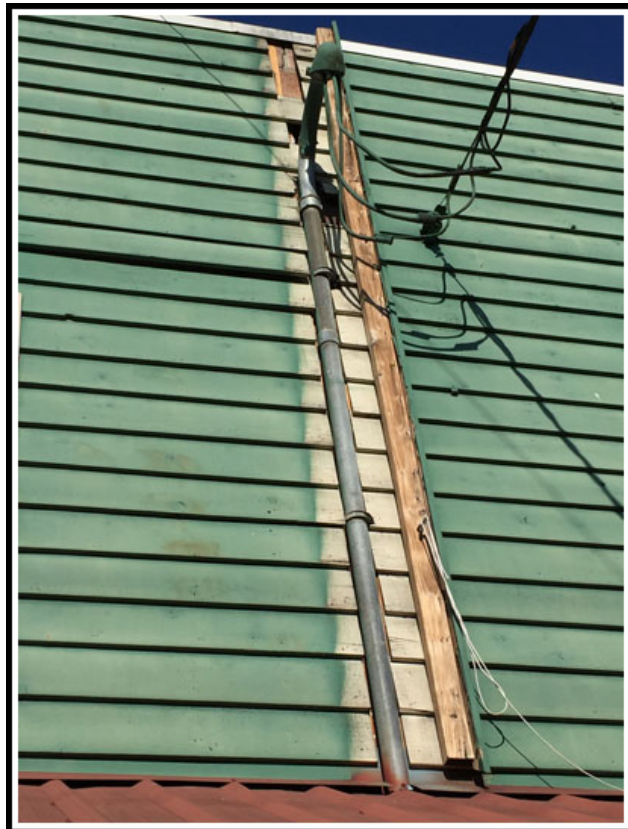


Photo 8 – Interruption of Wood Siding on East Side of Building

Kelly Russell

BLD-19-0008
865 830-2200

From: Russell Foisy <russf@malsam-tsang.com>
Sent: Wednesday, February 20, 2019 4:02 PM
To: Kelly Russell
Cc: Ivan Tsang; Amy Arrington
Subject: RE: Carnation City Hall
Attachments: City Hall - Preliminary Layout.pdf

Hi Kelly,

The following is a summary from my site visit last Friday:

-The 4-ply floor beam below the bathroom had severe rot, which we understand was caused by a roof leak that has since been repaired. The material was dry at the time of my observation. The joists coming into the beam appear to be in acceptable condition. The floor beam bears at a pilaster in the masonry wall and at a column approximately 17'-6" away. The detectable rot appeared to extend about 5'-6" or 6-ft from the masonry wall. The exact extent of the compromised beam is unknown and must be determined during the replacement.

-The roof beam is not visible due to existing drywall/ceiling/framing, but appears to bear at a 6x6 at the masonry wall and at approximately 15'-0' away at the wall near the middle of the structure. There are water stains on the drywall in the room adjacent to the shower indicating that there was heavy moisture present at one time. Investigation by your contractor will be required to determine the extent of the water damage, if any, at the roof framing. If there is water damage, we will need to gauge the extent of damage and the best way to repair it.

-The existing 6x6 post at the masonry wall above the pilaster supporting the roof beam must be replaced.

-All non-structural framing with rot damage should be removed or stabilized.

Options to Repair or Replace - Assuming the roof beam needs repair above the bathroom, which would be worst case:

Option 1. No new bearing locations. Replace roof beam (if required) with existing support locations, replace 6x6 at masonry above the pilaster, replace floor beam with upgraded beam size.

Option 2. New bearing location as discussed. Replace roof beam (if required) with either existing support locations or adding new bearing point at extent of rot damage, replace 6x6 at masonry above pilaster, replace floor beam at rotted portion only, add post and footing (approx. 3'-0" square) at extent of rot damage.

Discuss with your contractor on which option makes the most sense for the method of repair. It might be a good idea to have him open up the ceiling and check the condition of the roof beam while this decision is being made. Attached are partial plans of the area we are looking at for repair.

Please call or email if you have any questions. I'm happy to talk directly with the contractor while he is onsite if there is any confusion.

Thanks,

RUSS FOISY PE
MALSAM TSANG STRUCTURAL ENGINEERING
206.789.6038 MAIN | 206.623.2799 DIRECT
www.malsam-tsang.com

From: Russell Foisy
Sent: Thursday, February 14, 2019 9:16 AM
To: 'Kelly Russell'

Cc: Ivan Tsang; Amy Arrington
Subject: RE: Carnation City Hall

Hi Kelly,

I'm confirming our meeting tomorrow at 10:00. I don't think the snow will hold us up this time!

Also want to follow up and see if there are plans for the building and if so, if we would get a copy.

Lastly, I wanted to check the status of the proposal.

If you have any question, please let me know.

Thanks!

RUSS FOISY PE
MALSAM TSANG STRUCTURAL ENGINEERING
206.789.6038 MAIN | 206.623.2799 DIRECT
www.malsam-tsang.com

From: Kelly Russell [<mailto:kelly.russell@carnationwa.gov>]
Sent: Monday, February 11, 2019 8:06 AM
To: Russell Foisy
Cc: Ivan Tsang; Amy Arrington
Subject: RE: Carnation City Hall

Good Morning, Russ!

So Happy we didn't schedule to have you here today! I made it in to the office but don't know how many others will... I have printed your proposal and will review it with Amy Arrington, my City Manager, when she gets in... she can walk here so I know I will see her today. We will get this signed and sent back to you.

Thank you so much for your prompt response. I look forward to meeting you on Friday.

Sincerely,

Kelly Russell
City Treasurer

City of Carnation
4621 Tolt Avenue
PO Box 1238
Carnation, WA 98014

Direct: 425.549.0406
Main: 425.333.4192
Fax: 425.333.4336

www.carnationwa.gov

From: Russell Foisy <russf@malsam-tsang.com>
Sent: Friday, February 8, 2019 12:15 PM
To: Kelly Russell <kelly.russell@carnationwa.gov>

Cc: Ivan Tsang <IvanT@malsam-tsang.com>

Subject: Carnation City Hall

Hi Kelly,

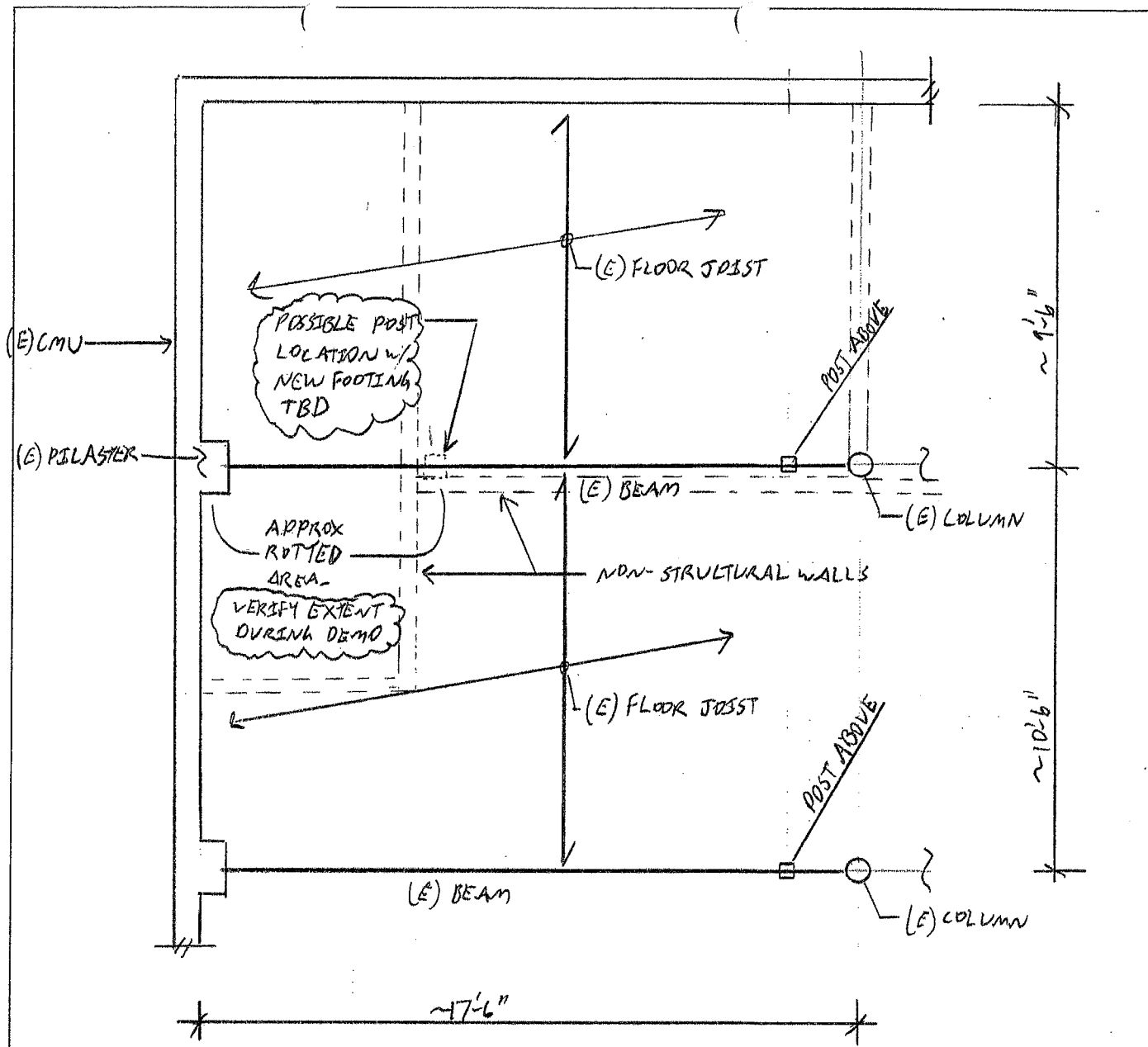
It was nice speaking with you this morning. Per our conversation, we will meet at City Hall at 10:00 on Friday 2/15 and you will check to see if there are any existing plans/drawings of the building. If there are drawings, please provide a copy of them for me to have on Friday.

Attached is our Proposal with our Schedule of Conditions. If this is acceptable, 1) please fill in the billing information at the top of the first page, 2) sign and date at the bottom of the first page, 3) initial at the bottom of the 2nd, 3rd and 4th pages and 4) email it back to us.

If you have any questions please feel free to call or email.

Thanks!

RUSS FOISY PE
ASSOCIATE
MALSAM TSANG STRUCTURAL ENGINEERING
122 S JACKSON ST | SUITE 210 | SEATTLE WA 98104
206.789.6036 MAIN | 206.623.2799 DIRECT
www.malsam-tsang.com



(E) = EXISTING

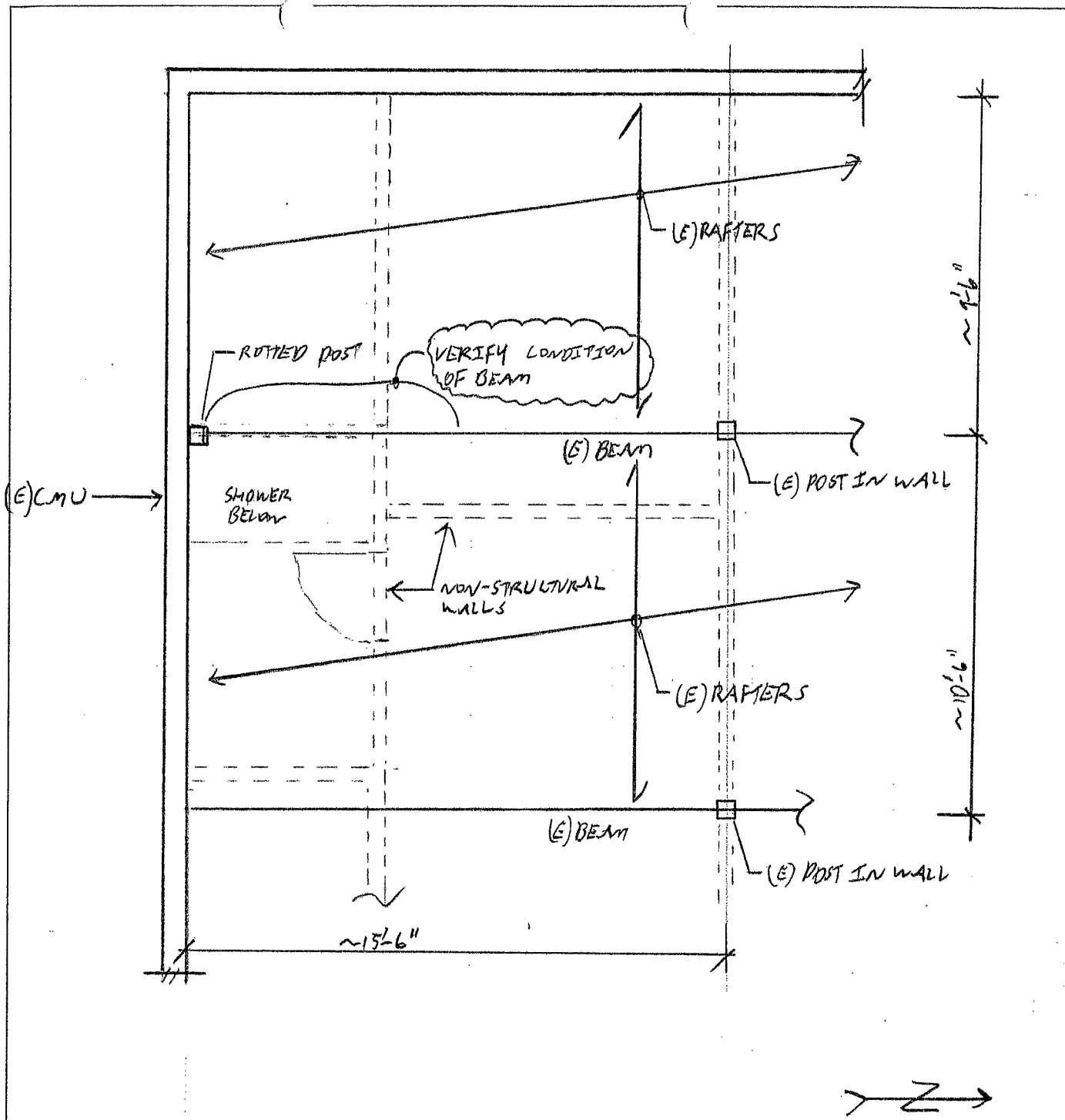
PARTIAL FLOOR FRAMING PLAN

NTS



122 SOUTH JACKSON ST
SUITE 210
SEATTLE, WA 98104
T 206.789.8038
MALSAM-TSANG.COM

PROJECT	CITY MALL	DATE	2/20/19
	CITY OF CARNATION	PROJECT NO	5298-2019-01
		DESIGN	RAF
		SHEET	1



(E) = EXISTING

PARTIAL ROOF FRAMING PLAN
NTS



122 SOUTH JACKSON ST
SUITE 210
SEATTLE, WA 98104
T 206.789.6038
MALSAM-TSANG.COM

PROJECT	CITY HALL	DATE	2/20/19
	CITY OF CARNATION	PROJECT NO	5298-2019-01
		DESIGN	RAP
		SHEET	2

Kelly Russell

From: Russell Foisy <russf@malsam-tsang.com>
Sent: Wednesday, July 24, 2019 2:20 PM
To: Jason Zeigler (jasonz@rczeigler.com)
Cc: Amy Arrington; Kelly Russell; Ivan Tsang
Subject: City Hall - City of Carnation - Revised Sheet 3
Attachments: 2019.07.24 - City Hall at City of Carnation - Rev'd Sheet 3 for site conditions.pdf

Hi Jason,

Attached is revised sheet 3 (Partial Roof Framing Plan) for the upper floor post to be located outside of the wall framing, due to extent of damage to beam. A post base is specified. A note was also added for the roof rafter with the rotten end to sister a member to it and to remove the rotten end.

Let me know if you or the inspector have any questions or need anything else.

Thanks,

RUSS FOISY PE

ASSOCIATE

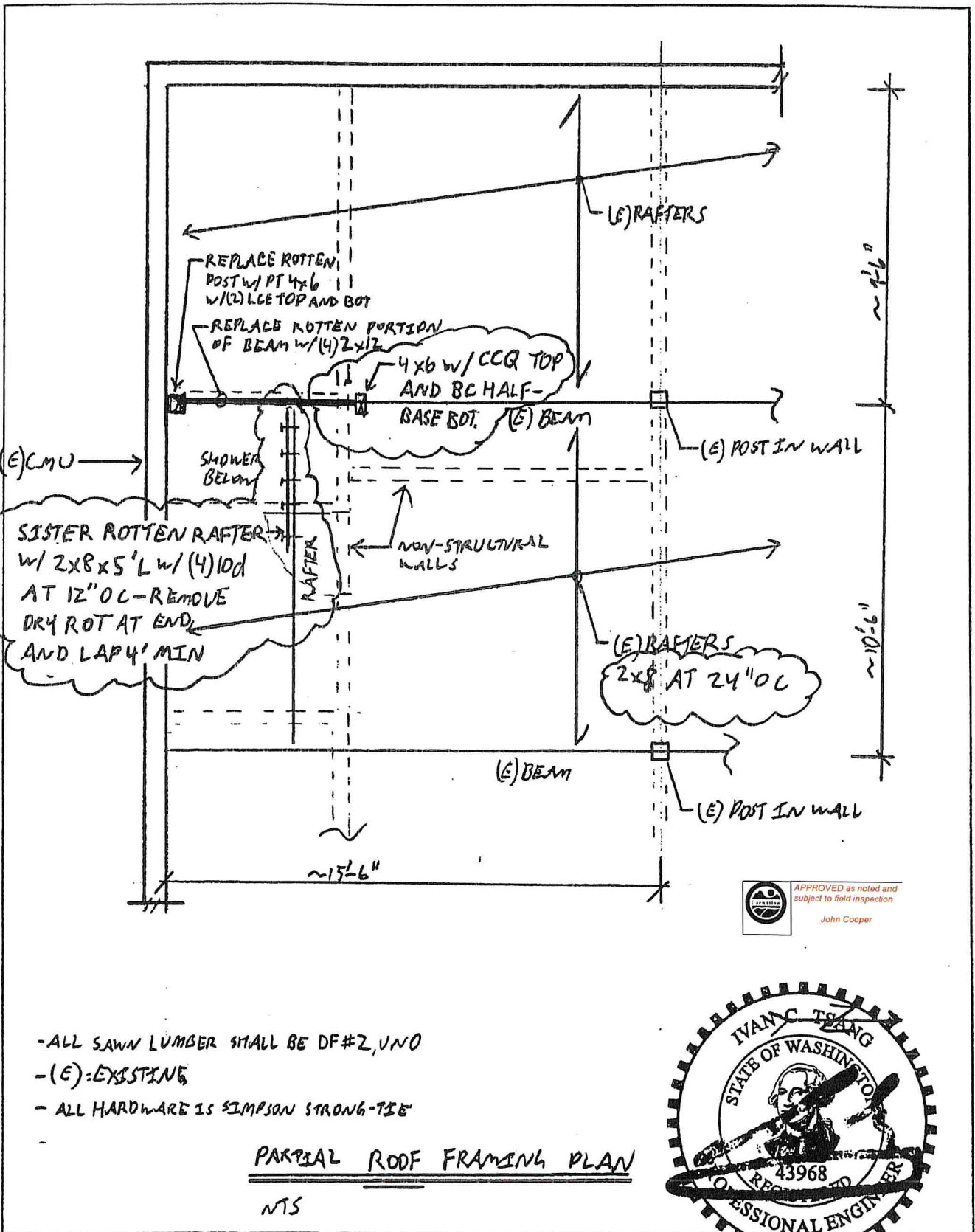
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206.789.6038 MAIN | 206.623.2799 DIRECT

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I WILL BE OUT OF THE OFFICE FROM 7/29 THRU 8/2



- ALL SAWN LUMBER SHALL BE DF#2, UNO
- (E) = EXISTING
- ALL HARDWARE IS SIMPSON STRONG-TIE

PARTIAL ROOF FRAMING PLAN
NTS



122 SOUTH JACKSON ST
SUITE 210
SEATTLE, WA 98104
T 206.780.8038
MALSAM-TSANG.COM

PROJECT CITY HALL
CITY OF LARNATION

REV'D 7/29/19

DATE 7/19/19
PROJECT NO 5298-2019-01
DESIGN RAF
SHEET 3



City of Carnation Meeting Calendar and Preliminary Agendas

This list is intended to be used for planning purposes only. Agenda items and dates may change.

1/8/2022 Tolt Commons Committee

Kick-Off Meeting (10:00-noon)

Origin: City Manager

Staff: City Manager

Firm Date?

1/18/2022 City Council

AGENDA BILLS

RESOLUTION Supporting the establishment of policies that ensure mobility and mobility infrastructure are accessible, affordable, convenient, coordinated, reliable and safe for Carnation and Snoqualmie Valley residents, businesses, and visitors.

Origin: Mayor Lisk & Councilmember Hawkins

Staff: City Planner

Firm Date?

MOTION Authorize 2022 Docket.

Origin: 15.100.020(C) CMC

Staff: City Planner

Firm Date?

MOTION Authorizing the City Manager to execute a Consultant Agreement with SAFEbuilt for Building Dept. services.

Origin: City Manager

Staff: City Planner

Firm Date?

MOTION Appointing members to the Salary Commission.

Origin: Chapter 2.20 CMC

Staff: City Clerk

Firm Date?

OTHER BUSINESS

DISCUSSION RFP for Schefer Industrial Park

Origin: City Manager

Staff: City Manager

Firm Date?

DISCUSSION Recommended amendments to CMC 15.09.200 Mailing Requirements, Bonding Requirements, 15.18 Land Use Approvals, 15.40 Permitted Uses, 15.17 Development Agreements, 15.48 Density & Dimensions, 15.72 Parking, 15.110 Marijuana Related Uses

Origin: Planning Board

Staff: City Planner

Firm Date?

STAFF REPORT

DISCUSSION Chamber of Commerce

Origin:

Staff:

Firm Date?

DISCUSSION Seattle Public Utilities (third Tuesday every other month)

Origin:

Staff:

Firm Date?

1/25/2022 Planning Board

NEW BUSINESS

DISCUSSION 2022 Docket

Origin: 2022 Docket

Staff: City Planner

Firm Date?

UNFINISHED BUSINESS

DISCUSSION Comp Plan Update Visioning Process

Origin: 2022 Docket

Staff: City Planner

Firm Date?

1/26/2022 SVGA

Hosted by the City of Carnation.

Origin:

Staff:

Firm Date?

2/1/2022 City Council

PRESENTATION

DISCUSSION Snoqualmie Watershed Forum, by Elissa Ostergaard.

Origin: Deputy Mayor Ribail &
Councilmember Harris

Staff:

Firm Date?

PUBLIC HEARING

DISCUSSION Recommended amendments to CMC 15.09.200 Mailing Requirements, Bonding Requirements, 15.18 Land Use Approvals, 15.40 Permitted Uses, 15.17 Development Agreements, 15.48 Density & Dimensions, 15.72 Parking, 15.110 Marijuana Related Uses

Origin: 2021 Docket

Staff: City Planner

Firm Date?

2/7/2022 Parks Board

NEW BUSINESS

DISCUSSION Review and recommendation for Final PROS Plan

Origin:

Staff: City Planner

Firm Date?

2/15/2022 City Council

AGENDA BILLS

ORDINANCE Adopt amendments to CMC 15.09.200 Mailing Requirements, Bonding Requirements, 15.18 Land Use Approvals, 15.40 Permitted Uses, 15.17 Development Agreements, 15.48 Density & Dimensions, 15.72 Parking, 15.110 Marijuana Related Uses

Origin: 2021 Docket

Staff: City Planner

Firm Date?

NEW BUSINESS

DISCUSSION Review Final PROS Plan and CIP

Origin: 2021 Docket

Staff: City Planner

Firm Date?

STAFF REPORT

DISCUSSION Chamber of Commerce

Origin:

Staff:

Firm Date?

2/22/2022 Planning Board

NEW BUSINESS

DISCUSSION Comp Plan Chapter 6 Parks Element

Origin: 2022 Docket

Staff: City Planner

Firm Date?

2/26/2022 City Council

DISCUSSION Council Retreat

Origin: Council of the Whole

Staff: City Manager

Firm Date?

3/1/2022 City Council

OTHER BUSINESS

DISCUSSION Draft Stormwater Utility ordinance

Origin: City Manager

Staff: City Manager

Firm Date?

3/15/2022 City Council

OTHER BUSINESS

DISCUSSION Review project priorities for STIP 2023-2028.

Origin:

Staff:

Firm Date?

STAFF REPORT

DISCUSSION Chamber of Commerce

Origin:

Staff:

Firm Date?

DISCUSSION Seattle Public Utilities (third Tuesday every other month)

Origin: Council of the Whole

Staff: City Manager

Firm Date?

3/22/2022 Planning Board

UNFINISHED BUSINESS

DISCUSSION Comp Plan Chapter 6 Parks Element

Origin:

Staff: City Planner

Firm Date?

3/23/2022 **SVGA**

Hosted by the City of Snoqualmie.

Origin:

Staff:

Firm Date?

4/5/2022 **City Council**

Origin:

Staff:

Firm Date?

4/19/2022 **City Council**

STAFF REPORT

DISCUSSION Chamber of Commerce

Origin:

Staff:

Firm Date?

4/26/2022 **Planning Board**

PUBLIC HEARING

DISCUSSION Comp Plan Chapter 6 Parks Element

Origin:

Staff: City Planner

Firm Date?

5/3/2022 **City Council**

OTHER BUSINESS

DISCUSSION Recommended amendment to Comp Plan Chapter 6 Parks Element

Origin: City Manager

Staff: City Planner

Firm Date?

DISCUSSION Review proposed STIP 2023-2028.

Origin: City Manager

Staff: City Clerk

Firm Date?

5/9/2022 **Parks Board**

NEW BUSINESS

DISCUSSION CIP review for park projects

Origin:

Staff: City Planner

Firm Date?

5/17/2022 **City Council**

PUBLIC HEARING

DISCUSSION Proposed STIP 2023-2028.

Origin: City Manager

Staff: City Clerk

Firm Date?

DISCUSSION Recommended amendment to Comp Plan Chapter 6 Parks Element

Origin: City Manager

Staff: City Planner

Firm Date?

STAFF REPORT

DISCUSSION Chamber of Commerce

Origin:

Staff:

Firm Date?

DISCUSSION Seattle Public Utilities (third Tuesday every other month)

Origin: Council of the Whole

Staff: City Manager

Firm Date?

5/24/2022 **Planning Board**

NEW BUSINESS

DISCUSSION Comp Plan Chapter 7 Transportation & Chapter 9 Capital Facilities Element

Origin:

Staff: City Planner

Firm Date?

5/25/2022 **SVGA**

Hosted by the City of North Bend.

Origin:

Staff:

Firm Date?

6/7/2022	City Council			
AGENDA BILLS				
RESOLUTION	Adopt STIP 2023-2028.	<i>Origin:</i> City Manager	<i>Staff:</i> City Clerk	<i>Firm Date?</i> <input type="checkbox"/>
ORDINANCE	Amending park impact fees	<i>Origin:</i> City Manager	<i>Staff:</i> City Planner	<i>Firm Date?</i> <input type="checkbox"/>
ORDINANCE	Adopting amendment to Comp Plan Chapter 6 Parks Element	<i>Origin:</i> City Manager	<i>Staff:</i> City Planner	<i>Firm Date?</i> <input type="checkbox"/>
6/21/2022	City Council			
STAFF REPORT				
DISCUSSION	Chamber of Commerce	<i>Origin:</i>	<i>Staff:</i>	<i>Firm Date?</i> <input type="checkbox"/>
6/28/2022	Planning Board			
UNFINISHED BUSINESS				
DISCUSSION	Comp Plan Chapter 7 Transportation & Chapter 9 Capital Facilities Element	<i>Origin:</i>	<i>Staff:</i> City Planner	<i>Firm Date?</i> <input type="checkbox"/>
7/5/2022	City Council			
		<i>Origin:</i>	<i>Staff:</i>	<i>Firm Date?</i> <input type="checkbox"/>
7/19/2022	City Council			
STAFF REPORT				
DISCUSSION	Seattle Public Utilities (third Tuesday every other month)	<i>Origin:</i> Council of the Whole	<i>Staff:</i> City Manager	<i>Firm Date?</i> <input type="checkbox"/>
DISCUSSION	Chamber of Commerce	<i>Origin:</i>	<i>Staff:</i>	<i>Firm Date?</i> <input type="checkbox"/>
7/26/2022	Planning Board			
PUBLIC HEARING				
DISCUSSION	Comp Plan Chapter 7 Transportation & Chapter 9 Capital Facilities Element	<i>Origin:</i>	<i>Staff:</i> City Planner	<i>Firm Date?</i> <input type="checkbox"/>
8/2/2022	City Council			
	National Night Out. Regular Meeting cancelled.	<i>Origin:</i> PHS Committee	<i>Staff:</i>	<i>Firm Date?</i> <input type="checkbox"/>
8/8/2022	Parks Board			
UNFINISHED BUSINESS				
DISCUSSION	CIP review for park projects	<i>Origin:</i>	<i>Staff:</i> City Planner	<i>Firm Date?</i> <input type="checkbox"/>
8/16/2022	City Council			
OTHER BUSINESS				
DISCUSSION	Recommended amendments to Comp Plan Chapter 7 Transportation & Chapter 9 Capital Facilities Element	<i>Origin:</i> City Manager	<i>Staff:</i> City Planner	<i>Firm Date?</i> <input type="checkbox"/>
STAFF REPORT				
DISCUSSION	Chamber of Commerce	<i>Origin:</i>	<i>Staff:</i>	<i>Firm Date?</i> <input type="checkbox"/>
8/23/2022	Planning Board			
		<i>Origin:</i>	<i>Staff:</i> City Planner	<i>Firm Date?</i> <input type="checkbox"/>

9/6/2022 City Council

OTHER BUSINESS

DISCUSSION CaTV Tax 5.04.030(F)&(H).

Origin: Ordinance 914

Staff: City Manager

Firm Date?

PUBLIC HEARING

DISCUSSION Recommended amendments to Comp Plan Chapter 7 Transportation & Chapter 9 Capital Facilities Element

Origin: City Manager

Staff: City Planner

Firm Date?

9/20/2022 City Council

AGENDA BILLS

ORDINANCE Amending school impact fees

Origin: City Manager

Staff: City Clerk

Firm Date?

ORDINANCE Adopting amendments to Comp Plan Chapter 7 Transportation & Chapter 9 Capital Facilities Element

Origin: City Manager

Staff: City Planner

Firm Date?

STAFF REPORT

DISCUSSION Seattle Public Utilities (third Tuesday every other month)

Origin:

Staff:

Firm Date?

DISCUSSION Chamber of Commerce

Origin:

Staff:

Firm Date?

9/27/2022 Planning Board

Origin:

Staff: City Planner

Firm Date?

9/28/2022 SVGA

Hosted by the City of Duvall.

Origin:

Staff:

Firm Date?

10/4/2022 City Council

Origin:

Staff:

Firm Date?

10/18/2022 City Council

STAFF REPORT

Chamber of Commerce

Origin:

Staff:

Firm Date?

10/25/2022 Planning Board

Origin:

Staff: City Planner

Firm Date?

11/1/2022 City Council

Origin:

Staff:

Firm Date?

11/7/2022 Parks Board

UNFINISHED BUSINESS

DISCUSSION Park budget review

Origin:

Staff: City Planner

Firm Date?

11/15/2022 City Council

STAFF REPORT

DISCUSSION Chamber of Commerce

Origin:

Staff:

Firm Date?

11/22/2022	City Council		
STAFF REPORT	Seattle Public Utilities (third Tuesday every other month)		
	<i>Origin:</i>	<i>Staff:</i>	<i>Firm Date?</i> <input type="checkbox"/>
11/23/2022	SVGA		
	Hosted by the Snoqualmie Tribe.		
	<i>Origin:</i>	<i>Staff:</i>	<i>Firm Date?</i> <input type="checkbox"/>
11/29/2022	Planning Board		
	<i>Origin:</i>	<i>Staff:</i> City Planner	<i>Firm Date?</i> <input type="checkbox"/>
12/6/2022	City Council		
	<i>Origin:</i>	<i>Staff:</i>	<i>Firm Date?</i> <input type="checkbox"/>
12/20/2022	City Council		
STAFF REPORT	Chamber of Commerce		
	<i>Origin:</i>	<i>Staff:</i>	<i>Firm Date?</i> <input type="checkbox"/>
12/27/2022	Planning Board		
	<i>Origin:</i>	<i>Staff:</i> City Planner	<i>Firm Date?</i> <input type="checkbox"/>
1/24/2023	Planning Board		
	<i>Origin:</i>	<i>Staff:</i> City Planner	<i>Firm Date?</i> <input type="checkbox"/>
1/25/2023	SVGA		
	Hosted by the City of Carnation.		
	<i>Origin:</i>	<i>Staff:</i>	<i>Firm Date?</i> <input type="checkbox"/>
9/5/2023	City Council		
AGENDA BILLS			
ORDINANCE	PSE electric franchise expires March 29, 2024. (Ord. 494 codified at Ch 5.40 CMC)		
	<i>Origin:</i> Ordinance 494	<i>Staff:</i>	<i>Firm Date?</i> <input type="checkbox"/>