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## CARNATION CITY COUNCIL AGENDA Regular Meeting

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

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**DATE:** March 7<sup>th</sup>, 2023

**TIME:** 6:00 PM

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

**Meeting ID:** 983 3856 5355

**Passcode:** 970731

**Dial by location:** (253) 215 - 8782

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

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1. **CALL TO ORDER:** Mayor Jim Ribail
2. **PLEDGE OF ALLEGIANCE:** Councilmember Adair Hawkins
3. **ROLL CALL:** City Clerk Lora Wilmes
4. **APPROVAL OF AGENDA:** Mayor and Council
5. **EXECUTIVE SESSION:** None
  
6. **PROCLAMATIONS:**
  - a) Snoqualmie Valley Resilience Month
  - b) RE+ Pledge
  
7. **CONSENT AGENDA:**
  - a) Approval of Minutes for the following date(s):
    - i. Regular Session: February 7<sup>th</sup>, 2023
    - ii. Special Meeting: February 10<sup>th</sup>, 2023
    - iii. Regular Session: February 21<sup>st</sup>, 2023
  - b) Approval of Claims in the amount(s):
    - i. Batch #1: \$29,977.29
    - ii. Batch #2: \$12,985.47
    - iii. Batch #3: \$68,184.65
    - iv. Batch #4: \$12,207.31

- c) Approval of Payroll for the following pay period(s):
  - i. January 23<sup>rd</sup>, 2023 – February 5<sup>th</sup>, 2023
  - ii. February 6<sup>th</sup>, 2023 – February 19<sup>th</sup>, 2023

**8. COUNCIL REPORTS AND REQUESTS:**

**9. PRESENTATIONS:**

- a) Public Works Board Loan – City Manager Ana Cortez

**10. STAFF REPORTS:**

- a) City Manager's Office City Manager Ana Cortez
- b) Administrative Services Manager Lora Willmes
- c) Community Economic Development Update Rhonda Ender
- d) City Engineer Keith Stewart, Gray & Osborne

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

**12. AGENDA BILLS:**

- a) AB23-29 Motion: Settlement Agreement Between City and Local 763
- b) AB23-30 Motion: Carnation-Duvall Citizen Corps MOU
- c) AB23-31 Resolution: Definition of Alley
- d) AB23-32 Resolution: Repeal of Resolution 452
- e) AB23-33 Motion: Contract with City Manager
- f) AB23-34 Motion: Real Estate Disposition Policy
- g) AB23-35 Motion: McKinley KPG Psomas

**13. DISCUSSION ITEMS:**

- a) Housing Action Plan

**14. FUTURE AGENDAS:**

- a) Tentative agenda for the meeting of March 21<sup>st</sup>, 2023
- b) Tentative agenda for the meeting of April 4<sup>th</sup>, 2023

**15. ADJOURNMENT:** Mayor Jim Ribail



**PROCLAMATIONS:**

- a) Snoqualmie Valley Resilience Month



# CITY OF CARNATION



## OFFICIAL PROCLAMATION

*Whereas*, the City of Carnation recognizes the importance of a community conversant in Adverse Childhood Experiences (ACES), the effect of ACEs, trauma, and toxic stress on the developing brain, and how Resilience building strategies buffer these predicted negative impacts; and

*Whereas*, the cumulative effects of such experiences over a lifespan, if ignored, are detrimental to individuals, families and communities; and

*Whereas*, newest Washington State research suggests that building Community Resilience by increasing the opportunities for mutual support, hope, help and healing and ways to feel safe and connected within all our neighborhoods and community is beneficial, and

*Whereas*, promoting community engagement to learn more about ACEs – linked to chronic physical and mental health challenges as noted by the Centers for Disease Control and Prevention – and to learn how to interrupt the impact of ACEs by learning about and applying protective factors and resilience throughout our partners, agencies, schools and families.

*Whereas*, the City hereby recognizes the importance of the coalition work of Valley Resilient, Friends of Youth, Care Point Clinic, Larch Counseling, Ultimate Vision, Trail Youth Coffee Home, Encompass, Empower Youth Network, Snoqualmie Valley Transportation, Reclaim Stability, Snoqualmie Valley YMCA, Supportive Community For All, Riverview School District, Snoqualmie Valley School District and many other organizations working together toward a community of hope and healing.

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

*March 2023* as *National Mentoring Month*

in the City of Carnation.

*Approved* this 7<sup>th</sup> day of March 2023

\_\_\_\_\_  
Mayor Jim Ribail





**PROCLAMATIONS:**  
b) RE+ Pledge

# CITY OF CARNATION



## OFFICIAL PROCLAMATION

*WHEREAS*, climate change is an urgent challenge, with far-reaching current and future impacts to our environment, public health, and economy; and

*WHEREAS*, greenhouse gas (GHG) emissions generated globally from the production, transport, use, and disposal of goods, foods, and services consumed in King County are a major part of our communities' climate footprint and are more than locally generated GHG emissions; and

*WHEREAS*, King County and K4C partners are measuring, reporting, and developing new strategies to reduce consumption related GHG emissions; and

*WHEREAS*, supporting the Re+ effort will help focus our joint effort and responsibility to make progress toward reducing local GHG emissions by increasing waste prevention and recycling, laying the foundation for developing a circular economy; and

*WHEREAS*, we recognize that the success of Re+ will require collaboration between King County, local jurisdictions, tribes, businesses, community-based organizations, and others; and

*WHEREAS*, the Re+ Program is consistent with, consolidates, and accelerates progress towards achieving the approved goals and strategies of the 2020 Strategic Climate Action Plan, the 2019 Comprehensive Solid Waste Management Plan, and the Joint Climate Action Commitment of the King County Cities Climate Collaborative (K4C) in relation to the County's zero-waste goals; and

*WHEREAS*, we will work with the County to identify ways to enhance our efforts to achieve the vision of Re+ with implementation support from the County including competitive grants, model language for countywide program and policy implementation, and technical support; and

*WHEREAS*, as a core component of this important work we must engage in ways that are fair, equitable and inclusive for those who are historically under-represented and have been disproportionately impacted by the status quo in our communities.

*Now, Therefore*, we, the City Council of the City of Carnation, King County, Washington, do hereby pledge our support for the shared vision that Re+ represents and look forward to collaborating to see this vision become reality.

*Approved* this 7<sup>th</sup> day of March 2023

\_\_\_\_\_  
Mayor Jim Ribail

**CONSENT AGENDA:**

- a) Approval of Minutes for the following date(s):
  - i. Regular Session: February 7<sup>th</sup>, 2023



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## CARNATION CITY COUNCIL AGENDA Regular Meeting Minutes 2.07.2023

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

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1. **CALL TO ORDER:** Mayor Jim Ribail  
at 6:00 PM
2. **PLEDGE OF ALLEGIANCE:** Councilmember Dustin Green
3. **ROLL CALL:** City Clerk Lora Wilmes  
Present: Mayor Ribail, Deputy Mayor Harris, Councilmember Burrell,  
Councilmember Green, Councilmember Hawkins
4. **APPROVAL OF AGENDA:** Mayor and Council  
MOTION BY COUNCILMEMBER HARRIS AND SECOND BY  
COUNCILMEMBER GREEN. COUNCILMEMBER HARRIS REQUESTED TO  
CHANGE THE ORDER IN AGENDA BILLS AND TO MOVE AB23-14 TO THE  
LAST AGENDA BILL. MOTION PASSED AS AMENDED (5-0)
5. **EXECUTIVE SESSION: RCW: 42.30.140(4a)** Collective bargaining sessions  
with employee organizations, including contract negotiations, grievance  
meetings, and discussions relating to the interpretation or application of a labor  
agreement.  
EXECUTIVE SESSION BEGAN AT 6:03 PM AND WILL ADJOURN AT  
7:00PM.  
PRESENT: MAYOR RIBAIL, DEPUTY MAYOR HARRIS, COUNCILMEMBER  
BURRELL, COUNCILMEMBER GREEN, COUNCILMEMBER HAWKINS  
MAYOR EXTENDED EXECUTIVE SESSION TO 7:10PM. EXECUTIVE  
SESSION ADJOURNED AT 7:10 PM
6. **CONSENT AGENDA:**
  - a) Approval of Minutes for the following dates:
    - i. Regular Session: January 17<sup>th</sup>, 2023
    - ii. Special Meeting Council Retreat: January 21<sup>st</sup>, 2023
  - b) Approval of Claims for the following amount(s)
    - i. Batch 1: \$107,682.33

- ii. Batch 2: \$22,936.83
  - iii. Batch 3: \$55,851.84
  - iv. Batch 4: \$122,594.48
  - v. Batch 5: \$5,768.52
- c) Approval of Payroll for the following pay period(s):
- i. January 1<sup>st</sup> – January 8<sup>th</sup>, 2023: \$16,962.41
  - ii. January 9<sup>th</sup> – January 22<sup>nd</sup>, 2023: \$30,657.84

MOTION BY COUNCILMEMBER HARRIS. SECOND BY COUNCILMEMBER HAWKINS TO APPROVE CONSENT AGENDA AS PRESENTED. MOTION PASSED (5-0)

## **7. COUNCIL REPORTS AND REQUESTS:**

### Councilmember Hawkins

- Attended the King County Management Meeting
- Is a part of the Economic Development Committee, they are focusing on the Central Business District, code enforcement and design standards for construction.

### Councilmember Burrell

- Attended his first Council Retreat as a councilmember and enjoyed the economic development piece of it where they can help Carnation's local businesses and structuring new development.
- Attended his first Safety Committee meeting as a chair.

### Councilmember Green

- Sound Cities Association Public Issues Committee is meeting February 8<sup>th</sup>. Making sure he reports to City Manager about that meeting.
- Attending AWC Action Days with the rest of council next week. This is a great opportunity for meeting with our legislators and get issues or concerns in front of them.

### Deputy Mayor Harris

- Had a productive time at the Council Retreat priorities for the next two fiscal years are complete. The priorities are well written out and there is a workplan in motion for the coming year.
- Attended his first Regional Water Committee for this year. Deputy Mayor reports that King County Wastewater Management represents about 30% of King County's budget.

### Mayor Ribail

- Attended Snoqualmie Watershed Forum
- Carnation hosted the SVGA meeting. It was a great success even with some technical issues.



- Attended Coffee with Council with Councilmember Hawkins; the meeting was great with 10 community members showing up and engaging. They even had to extend it for an extra hour.
- Attended the Sno-Valley Local Advocacy meeting.

**8. STAFF REPORTS:**

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

Capital Improvement Projects Update – Administrative Services Manager Lora Wilmes

- The Emergency Operation Center is progressing on schedule and will go to bid in late March. Currently working our CED team to finish the permitting process.
- Brought on Gray and Osborne, Keith Stewart as our City Engineer. We are on schedule to get their surveying team out to all our project sites so we can start the design process.
- Met with King County and WSDOT about Phase II for Tolt Ave. We are on schedule to complete construction in Spring/Summer.

Community Economic Development Principal Rhonda Ender:

- Code enforcement is underway.
- Grants are being researched and written for the spring grant cycle.
- Our new City Planner Jonnie Lan starts February 21st.

**9. PUBLIC COMMENT & REQUESTS:** *Public comment on meeting items or other issues of note or concern*

- Jules H.

**10. PRESENTATIONS:** *(all presentation material was submitted in the Agenda Packet)*

a) Old Friends Club – Judy West

i. Carnation Fund

b) Levy to fund Behavioral Health Services – King County

**11. AGENDA BILLS:**

a) AB23-15 Motion: Collective Bargaining Agreement with Teamster  
City Manager reported on this Agenda Bill

- City Manager presented the Collective Bargaining Agreement between Teamster Union.
- City Manager explained the financial implications.
- City Manager explained the importance of creating equitable and competitive jobs in our city.

- City Manager recommended to accept the Collective Bargaining Agreement as presented.

MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER GREEN TO ACCEPT AB23-15. DEPUTY MAYOR HARRIS MADE A MOTION TO AMEND THE AGENDA BILL TO ALLOW CITY MANAGER TO EXECUTE THE CONTRACT WITHOUT ANY CHANGES TO THE CITY BUDGET AND WITHOUT REDUCING SERVICES TO THE CITIZENS OF CARNATION. COUNCILMEMBER BURRELL SECOND. MOTION AMENDED (5-0) MOTION PASSED (5-0)

- b) AB23-16 Motion: Accepting the Washington State Community Economic Revitalization Board (CERB) Grant

MOTION BY COUNCILMEMBER GREEN SECOND BY COUNCILMEMBER HAWKINS TO ACCEPT AB23-16. MOTION PASSED (5-0)

COUNCILMEMBER HAWKINS MOVED TO EXTEND COUNCILMEETING FOR 30 MINUTES TO 9:30 PM. SECOND BY DEPUTY MAYOR. MOTION PASSED

- c) AB23-14 Resolution: Council Procedure Amendment
  - i. Committee Assignments

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

## 12. DISCUSSION ITEMS:

- Mayor was approached by the television series Twin Peaks requesting a Proclamation for the month of February.
- There is a recycling pledge that requests King County to be more responsible with recycling material. Mayor is requesting additional information regarding this at the next meeting.

## 13. FUTURE AGENDAS:

- a) Tentative agenda for the meeting of February 21<sup>st</sup>, 2023
- b) Tentative agenda for the meeting of March 7<sup>th</sup>, 2023

## 14. ADJOURNMENT: Mayor Jim Ribail At 9:30pm



**CONSENT AGENDA:**

- a) Approval of Minutes for the following date(s):
  - ii. Special Meeting: February 10<sup>th</sup>, 2023





## SPECIAL MEETING OF THE CARNATION CITY COUNCIL

February 10<sup>th</sup>, 2023  
1:30 PM

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

**1. CALL TO ORDER:**

- a. Councilmember Hawkins calls meeting to order at 1:32 PM

**2. ROLL CALL:**

- a. Assistant to the City Manager Ashlyn Farnworth conducts Roll Call
- b. Present: Councilmember Ryan Burrell, Councilmember Dustin Green, Councilmember Adair Hawkins

**3. APPROVAL OF AGENDA:**

- a. MOTION BY COUNCILMEMBER GREEN, SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED (3-0)

**4. AGENDA BILLS:**

- a. AB23-18 – Motion: Set a date for a Public Hearing for the Planning Commission's definition of Alley.  
MOTION BY COUNCILMEMBER BURRELL, SECOND BY COUNCILMEMBER HAWKINS. MOTION PASSED (3-0)

**5. CITY COUNCIL WALKING TOUR:** Touring various sites throughout Carnation

- a. Community Economic Development Principal Rhonda Ender leads councilmembers and ASM Farnworth on a walking tour of Tolt Avenue

**6. ADJOURNMENT:**

- a. Councilmember Dustin Green adjourns Meeting at 3:16 PM

Approved at the special meeting of the Carnation City Council on \_\_\_\_\_,  
2023.

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MAYOR, JIM RIBAIL

March 2, 2023

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**CITY CLERK, LORA WILMES**



**CONSENT AGENDA:**

- a) Approval of Minutes for the following date(s):
  - iii. Regular Session: February 21<sup>st</sup>, 2023



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## CARNATION CITY COUNCIL AGENDA Regular Meeting Minutes 02.21.23

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

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1. **CALL TO ORDER:** Mayor Jim Ribail
  - at 6:00 P.M.
  
2. **PLEDGE OF ALLEGIANCE:** Deputy Mayor Tim Harris
  
3. **ROLL CALL:** City Clerk Lora Wilmes  
Present: Councilmember Hawkins, Councilmember Green, Mayor Ribail, and Deputy Mayor Harris, and Councilmember Burrell
  
4. **APPROVAL OF AGENDA:** Mayor and Council
  
5. **PROCLAMATION:** Twin Peaks Day  
Mayor Jim Ribail read aloud a proclamation proclaiming February 24<sup>th</sup> as Twin Peaks Day in Carnation.
  
6. **CONSENT AGENDA:**
  - a) Approval of Minutes for the following date(s):
    - Regular Session: February 7<sup>th</sup>, 2023 will be provided at the next council meeting.
    - Special Meeting: February 10<sup>th</sup>, 2023 will be provided at the next council meeting.
  - b) Approval of Vendors
    - AB23-19 Resolution: Association of Washington Cities
    - AB23-20 Resolution: Staff Cell Phone Reimbursement
    - AB23-21 Resolution: Comcast Business
    - AB23-22 Resolution: Mountain Mist
    - AB23-23 Resolution: Puget Sound Energy
    - AB23-24 Resolution: SHARP
    - AB23-25 Resolution: United Site Service
    - AB23-26 Resolution: Verizon
    - AB23-27 Resolution: Credit Card

- AB23-28 Resolution: Cleaning Services: R&A
- c) Approval of Claims in the following amount(s):
  - Batch #1: \$37,246.97
  - Batch #2: \$10,076.74
  - Batch #3: \$95,007.14

MOTION BY DEPUTY MAYOR HARRIS SECOND BY MAYOR RIBAIL TO APPROVE THE CONSENT AGENDA. DEPUTY MAYOR HARRIS MOVED TO PULL AB23-22 FROM CONSENT AGENDA. CITY CLERK SUGGESTS MOVING AB23-22 TO AGENDA BILLS. MOTION TO APPROVE CONSENT AGENDA AS AMENDED PASSED (5-0).

**7. COUNCIL REPORTS AND REQUESTS:**

- All Present Councilmembers Reported out to the public.

**8. STAFF REPORTS:**

- a) City Manager's Office - City Manager Ana Cortez
- b) Community Economic Development Update – CED Principal Rhonda Ender
- c) Year in Review – Chief Financial Officer Nitish Sharma
  - All Staff members present above reported out to Council

**9. PRESENTATIONS:**

- a) Hopelink and Snoqualmie Valley Transportation

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

- Several members of the public provided public comment. Written comment that was not read aloud during the public comment period will be supplemental documentation to the minutes.

**ADJOURNMENT**

- Recessed at 8:04 P.M.
- Returned at 8:13 P.M.

**11. AGENDA BILLS:**

- a) AB23-13 Public Works Board Loan

MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL TO TABLE AB23-13. MOTION TO TABLE AB23-13 PASSED (5-0).

- b) AB23-22 Resolution: Mountain Mist

MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER GREEN TO TABLE AB23-22. MOTION TO TABLE AB23-22 PASSED (5-0).

**12. DISCUSSION ITEMS:**

- a) Interlocal agreement with Seattle Public Utilities for Siren
- b) Jail Services
- c) Real Estate Sale
- d) Letter to Council

**13. FUTURE AGENDAS:**

- a) Tentative agenda for the meeting of March 7<sup>th</sup>, 2023
- b) Tentative agenda for the meeting of March 21<sup>st</sup>, 2023

**14. ADJOURNMENT:** Mayor Jim Ribail

- at 9:24 P.M.

**Approved at the regular meeting of the Carnation City Council on the 7<sup>th</sup> of March 2023.**

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MAYOR, JIM RIBAIL

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CITY CLERK, LORA WILMES

**CONSENT AGENDA:**

- b) Approval of Claims in the amount(s):
  - i. Batch #1: \$29,977.29





Today's Date: 2.14.23 Batch #1 F&O Date: Council Date: 3.7.23

PAID CLAIMS	INVOICE AMOUNT	Rhonda CR	LORA CR	BRANDON CR	NON INCOME	NUMBER	PROJECT NOTES
PSE- City of Carnation	\$3,975.34					AP-1	
PSE- City Hall	\$1,105.19					AP-2	
PSE- Tolt Commons Park	\$10.21					AP-3	
PSE- Triangle Park	\$31.54					AP-4	
PSE- Springs Well	\$339.91					AP-5	
PSE- Generator	\$310.25					AP-6	
PSE- VAC Station (PSE failed to bill for 2 cycles)	\$12,085.09					AP-7	
PSE- Entwistle	\$344.59					AP-8	
PSE- Yellow Park	\$90.98					AP-9	
PSE- Shop	\$256.05					AP-10	
<b>PAID CLAIMS TOTAL</b>	<b>\$18,549.15</b>						

CLAIMANT	INVOICE AMOUNT	Rhonda CR	LORA CR	BRANDON CR	NON INCOME	NUMBER	PROJECT NOTES
AirVac- Pump Oil	\$2,373.76					11	
Ricardo Noguera- Services and Travel	\$3,753.52					12	
Lora Wilmes Reimbursement	\$70.46					13	
Davidson Macri Sweeping Rt 1	\$317.40					14	
Davidson Macri Sweeping rt 2	\$317.40					15	
Davidson Macri Sweeping Rt 3	\$281.54					16	
Ana Cortez Reimbursement	\$148.07					17	
AWC Life Insurance						48	
SafeBuilt Code Review	\$260.00	\$130.00				19	
SafeBuilt Inspections	\$686.00					20	
SafeBuilt Inspections	\$882.00					21	
SafeBuilt Permitting	\$2,337.99	\$357.50				22	
<b>CLAIMANT TOTAL</b>	<b>\$11,428.14</b>	<b>\$487.50</b>	<b>\$0.00</b>	<b>\$0.00</b>			

**GRAND TOTAL \$29,977.29**



ANA CORTEZ

JIM RIBAIL

TIM HARRIS

APPROVED:	CHECKS ISSUED	COUNTIL MEETING
SPRINGBROOK	CHECKS MAILED	

**CONSENT AGENDA:**

- b) Approval of Claims in the amount(s):
  - ii. Batch #2: \$12,985.47



Today's Date: 2.15.23


Batch #2 BOA

F&O Date:

Council Date: 3.7.23

PAID CLAIMS	INVOICE AMOUNT	Rhonda CR	LORA CR	BRANDON CR	NON INCOME	NUMBER	PROJECT NOTES
Bank of America New Cards Jan	\$12,985.47						
PAID CLAIMS TOTAL	\$12,985.47						

GRAND TOTAL	\$12,985.47
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 ANA CORTEZ \_\_\_\_\_ JIM RIBAIL \_\_\_\_\_ TIM HARRIS \_\_\_\_\_

APPROVED:	CHECKS ISSUED	COUNTIL MEETING
SPRINGBROOK	CHECKS MAILED	

**CONSENT AGENDA:**

- b) Approval of Claims in the amount(s):
  - iii. Batch #3: \$68,184.65



Todays Date: 2.21.23	Batch #3	F&O Date:				Council Date: 3.7.23			
		PAID CLAIMS	INVOICE AMOUNT	Rhonda CR	LORA CR	BRANDON CR	NON INCOME	NUMBER	PROJECT NOTES
	PAID CLAIMS TOTAL	\$0.00							
	CLAIMANT	INVOICE AMOUNT	Rhonda CR	LORA CR	BRANDON CR	NON INCOME	NUMBER	PROJECT NOTES	
Granich Engineered Products		\$782.64					1		
Sharma and Associates		\$5,500.00					2		
Fury Site Works		\$7,430.51					3		
EDG							4		
Tim Woolett-Aug-Oct 2022		\$6,944.17					5		
Tim Woolett- Nov 2022		\$6,351.51					6		
Tim Woolett- Dec 2022		\$4,557.81					7		
King County Dept of Elections		\$8,247.87					8		
sherweb		\$19.31					9		
Adair-Hawkins Reimbursement							10		
Brandon Schell Reimbursement		\$119.30					11		
Mike Tipton Reimbursement		\$20.89					12		
Beckwith & Kuffel		\$782.64					13		
HNTB		\$27,428.00	\$22,495.00				14		
	CLAIMANT TOTAL	\$68,184.65	\$22,495.00	\$0.00	\$0.00				

**GRAND TOTAL \$68,184.65**

ANA CORTEZ  JIM RIBAIL  TIM HARRIS

APPROVED:	CHECKS ISSUED	COUNTIL MEETING
SPRINGBROOK	CHECKS MAILED	



**CONSENT AGENDA:**

- b) Approval of Claims in the amount(s):
  - iv. Batch #4: \$12,207.31



Today's Date: 2.24.23		Batch #4		F&O Date:			Council Date: 3.7.23		
PAID CLAIMS	INVOICE AMOUNT	Rhonda CR	LORA CR	BRANDON CR	NON INCOME	NUMBER	PROJECT NOTES		
AWC Life Insurance Policy	\$61.20					AP-1			
AWC Life Insurance Policy	\$38.25					AP-2			
<b>PAID CLAIMS TOTAL</b>	<b>\$99.45</b>								
CLAIMANT	INVOICE AMOUNT	Rhonda CR	LORA CR	BRANDON CR	NON INCOME	NUMBER	PROJECT NOTES		
Nick DeHaven Reimbursement	\$387.81					1			
Bank of America Account Analysis Fee	\$1,732.39					2			
AM Test- Bacterial Analysis	\$100.00					3			
United Site Services	\$349.50					4			
Sign Pros	\$1,113.09					5			
Personnel Concepts	\$257.84					6			
Invoice Cloud	\$902.50					7			
KPG Psomas	\$1,411.93					8			
City of Carnation Water City Hall	\$781.80					9			
Department of Corrections						40			
Utility Services Associates	\$5,071.00					11			
<b>CLAIMANT TOTAL</b>	<b>\$12,107.86</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>					

**GRAND TOTAL \$12,207.31**

ANA CORTEZ 

JIM RIBAIL

TIM HARRIS

APPROVED: SPRINGBROOK	CHECKS ISSUED CHECKS MAILED	COUNTIL MEETING
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**CONSENT AGENDA:**

- c) Approval of Payroll for the following pay period(s):
  - i. January 23<sup>rd</sup>, 2023 – February 5<sup>th</sup>, 2023





PERIOD: JANUARY 23 – FEBRUARY 5, 2023

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

Total Amount: \$29,388.20

Adjustments: NONE

A handwritten signature in black ink, appearing to read "Ashlyn Farnworth", written over a horizontal line.

Ashlyn Farnworth  
Assistant to the City Manager

A handwritten signature in black ink, appearing to read "Ana Cortez", written over a horizontal line.

Ana Cortez  
City Manager

### Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	
1099 Employee <b>STARN, STACY</b> Code: A00C Tax Profile: 2 - WA/WA/WA	Regular Sick GROSS	27.97 27.97	77.46 3.05	2,166.56 85.31 2,251.87	Federal W/H (M) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	148.42 30.31 129.60 23.18 4.01 9.09 56.63 2.50 698.95 7.98 1.02 8.31 0.46	EE Deferred Compensation \$ DRS EE Contribution Union Amount DRS ER Contribution - Match ER Dental ER Life ER Medical ER Vision ER Dental DP ER Medical DP ER Vision DP Direct Deposit Net Check NET PAY	1,573.45 1,573.45
<b>TIPTON, MIKE</b> Code: A00F Tax Profile: 2 - WA/WA/WA	Regular GROSS	42.76	80.00	3,420.91 3,420.91	Federal W/H (M) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	514.63 49.60 212.09 23.94 6.10 13.81 56.63 2.50 698.95 7.98 1.02 8.31 0.46	DRS EE Contribution Union Amount DRS ER Contribution - Match ER Dental ER Life ER Medical ER Vision ER Dental DP ER Medical DP ER Vision DP Direct Deposit Net Check NET PAY	2,340.05 2,340.05
<b>WILMES, LORA</b> Code: A00D Tax Profile: 2 - WA/WA/WA	Regular GROSS	43.27	80.00	3,461.54 3,461.54	Federal W/H (M) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	309.38 50.19 214.62 23.94 6.17 13.98 56.63 2.50 698.95 7.98 1.02 8.31 0.46	DRS EE Contribution DRS ER Contribution - Match ER Dental ER Life ER Medical ER Vision ER Dental DP ER Medical DP ER Vision DP Direct Deposit Net Check NET PAY	2,670.18 2,670.18
<b>Subtotals for Dept: 001</b>	Regular Comp time Requested Management Leave Sick Longevity Bonus Overtime Temp Rate	1,352.95 2.00 8.00 27.05 0.07	36,084.44 2.00 8.00 27.05 0.07	3,315.53 500.15 2,138.64 329.87 61.76 139.93	Federal W/H Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	3,315.53 500.15 2,138.64 329.87 61.76 139.93 2,439.58 3,230.39 161.54 509.67 9.18 22.50 6,290.55	DRS EE Contribution DRS ER Contribution - Match EE Deferred Compensation \$ ER Dental ER Dental DP ER Life ER Medical 19 DD Vouchers NET PAY	29,388.20 29,388.20

# Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay
	GROSS	1,388.07	38,616.70			ER Medical DP ER Vision ER Vision DP Union Amount	74.79 71.82 4.14 141.50
<b>Total Company</b>							
<b>Company Totals</b>	Regular Comp time Requested Management Leave Sick Longevity Bonus Overtime Temp Rate GROSS	1,352.95 2.00 8.00 27.05 0.07 1,388.07	36,084.44 442.31 1,859.35 230.60 38,616.70	Federal W/H Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	3,315.53 500.15 2,138.64 329.87 61.76 139.93	DRS EE Contribution DRS ER Contribution - Match EE Deferred Compensation \$ ER Dental ER Dental DP ER Life ER Medical ER Medical DP ER Vision ER Vision DP Union Amount	2,439.58 3,230.39 161.54 509.67 9.18 22.50 6,290.55 74.79 71.82 4.14 141.50
						19 DD Vouchers NET PAY	29,388.20 29,388.20
							<u>29,388.20</u>

Total Net Pay

**CONSENT AGENDA:**

- c) Approval of Payroll for the following pay period(s):
  - ii. February 6<sup>th</sup>, 2023 – February 19<sup>th</sup>, 2023



# Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay
<b>001 - General Fund</b>							
<b>BUELNA, BECKY</b> Code: A001 Tax Profile: 2 - WA/WA/WA	Regular	34.29	78.09	2,677.71	Federal W/H (M)	87.95	209.21
	Comp time		2.00		Medicare	40.44	35.62
	Requested				Social Security	172.95	289.83
	Longevity Bonus		0.07	111.80	WA EE 0803-00 Cities & Towns All O	23.39	56.63
	Overtime Temp Rate				Washington EE	4.97	2.50
	GROSS			2,789.51	Medical Leave	698.95	7.98
					Washington EE Family Leave	11.26	1.02
						ER Dental DP	8.31
						ER Medical DP	0.46
						ER Vision DP	
<b>BURRELL, RYAN</b> Code: A002 Tax Profile: 2 - WA/WA/WA	Regular	3.46	80.00	276.93	Federal W/H (M)	23.00	
	GROSS			276.93	Medicare	4.02	
					Social Security	17.17	
					WA EE 0803-00 Cities & Towns All O	23.94	
					Washington EE	0.49	
					Medical Leave	1.12	
					Washington EE Family Leave		
<b>CORTEZ, ANA 1099</b> Code: A00E 1099 Employee	Regular	4.04	80.00	323.08			
	GROSS			323.08			
<b>CORTEZ, ANA W-TWO</b> Code: A003 Tax Profile: 2 - WA/WA/WA	Regular	73.92	56.00	4,139.43	Federal W/H (M)	710.47	887.02
	Sick	73.92	24.00	1,774.04	Medicare	85.74	614.41
	GROSS			5,913.47	Social Security	366.64	56.63
					WA EE 0803-00 Cities & Towns All O	16.76	2.50
					Washington EE	10.54	698.95
					Medical Leave	23.88	7.98
					Washington EE Family Leave		1.02
						ER Dental DP	8.31
						ER Medical DP	0.46
						ER Vision DP	
<b>DEHAVEN, NICK</b> Code: A00M 1099 Employee	Regular	30.00	18.69	560.70			
	GROSS			560.70			
<b>ENDER, RHONDA</b> Code: A00J Tax Profile: 2 - WA/WA/WA	Regular	45.67	80.00	3,653.85	Federal W/H (H)	317.35	232.38
	GROSS			3,653.85	Medicare	52.98	379.64
					Social Security	226.54	56.63
					Washington EE	6.51	2.50
					Medical Leave	14.75	698.95
					Washington EE Family Leave		
						ER Dental	
						ER Life	
						ER Medical	
						ER Vision DP	
						ER Medical DP	
						ER Vision DP	
<b>DEHAVEN, NICK</b> Code: A00M 1099 Employee	Regular	30.00	18.69	560.70			
	GROSS			560.70			
<b>ENDER, RHONDA</b> Code: A00J Tax Profile: 2 - WA/WA/WA	Regular	45.67	80.00	3,653.85	Federal W/H (H)	317.35	232.38
	GROSS			3,653.85	Medicare	52.98	379.64
					Social Security	226.54	56.63
					Washington EE	6.51	2.50
					Medical Leave	14.75	698.95
					Washington EE Family Leave		
						ER Dental	
						ER Life	
						ER Medical	
						ER Vision DP	
						ER Medical DP	
						ER Vision DP	
<b>DEHAVEN, NICK</b> Code: A00M 1099 Employee	Regular	30.00	18.69	560.70			
	GROSS			560.70			
<b>ENDER, RHONDA</b> Code: A00J Tax Profile: 2 - WA/WA/WA	Regular	45.67	80.00	3,653.85	Federal W/H (H)	317.35	232.38
	GROSS			3,653.85	Medicare	52.98	379.64
					Social Security	226.54	56.63
					Washington EE	6.51	2.50
					Medical Leave	14.75	698.95
					Washington EE Family Leave		
						ER Dental	
						ER Life	
						ER Medical	
						ER Vision DP	
						ER Medical DP	
						ER Vision DP	
<b>DEHAVEN, NICK</b> Code: A00M 1099 Employee	Regular	30.00	18.69	560.70			
	GROSS			560.70			
<b>ENDER, RHONDA</b> Code: A00J Tax Profile: 2 - WA/WA/WA	Regular	45.67	80.00	3,653.85	Federal W/H (H)	317.35	232.38
	GROSS			3,653.85	Medicare	52.98	379.64
					Social Security	226.54	56.63
					Washington EE	6.51	2.50
					Medical Leave	14.75	698.95
					Washington EE Family Leave		
						ER Dental	
						ER Life	
						ER Medical	
						ER Vision DP	
						ER Medical DP	
						ER Vision DP	
<b>DEHAVEN, NICK</b> Code: A00M 1099 Employee	Regular	30.00	18.69	560.70			
	GROSS			560.70			
<b>ENDER, RHONDA</b> Code: A00J Tax Profile: 2 - WA/WA/WA	Regular	45.67	80.00	3,653.85	Federal W/H (H)	317.35	232.38
	GROSS			3,653.85	Medicare	52.98	379.64
					Social Security	226.54	56.63
					Washington EE	6.51	2.50
					Medical Leave	14.75	698.95
					Washington EE Family Leave		
						ER Dental	
						ER Life	
						ER Medical	
						ER Vision DP	
						ER Medical DP	
						ER Vision DP	
<b>DEHAVEN, NICK</b> Code: A00M 1099 Employee	Regular	30.00	18.69	560.70			
	GROSS			560.70			
<b>ENDER, RHONDA</b> Code: A00J Tax Profile: 2 - WA/WA/WA	Regular	45.67	80.00	3,653.85	Federal W/H (H)	317.35	232.38
	GROSS			3,653.85	Medicare	52.98	379.64
					Social Security	226.54	56.63
					Washington EE	6.51	2.50
					Medical Leave	14.75	698.95
					Washington EE Family Leave		
						ER Dental	
						ER Life	
						ER Medical	
						ER Vision DP	
						ER Medical DP	
						ER Vision DP	
<b>DEHAVEN, NICK</b> Code: A00M 1099 Employee	Regular	30.00	18.69	560.70			
	GROSS			560.70			
<b>ENDER, RHONDA</b> Code: A00J Tax Profile: 2 - WA/WA/WA	Regular	45.67	80.00	3,653.85	Federal W/H (H)	317.35	232.38
	GROSS			3,653.85	Medicare	52.98	379.64
					Social Security	226.54	56.63
					Washington EE	6.51	2.50
					Medical Leave	14.75	698.95
					Washington EE Family Leave		
						ER Dental	
						ER Life	
						ER Medical	
						ER Vision DP	
						ER Medical DP	
						ER Vision DP	
<b>DEHAVEN, NICK</b> Code: A00M 1099 Employee	Regular	30.00	18.69	560.70			
	GROSS			560.70			
<b>ENDER, RHONDA</b> Code: A00J Tax Profile: 2 - WA/WA/WA	Regular	45.67	80.00	3,653.85	Federal W/H (H)	317.35	232.38
	GROSS			3,653.85	Medicare	52.98	379.64
					Social Security	226.54	56.63
					Washington EE	6.51	2.50
					Medical Leave	14.75	698.95
					Washington EE Family Leave		
						ER Dental	
						ER Life	
						ER Medical	
						ER Vision DP	
						ER Medical DP	
						ER Vision DP	
<b>DEHAVEN, NICK</b> Code: A00M 1099 Employee	Regular	30.00	18.69	560.70			
	GROSS			560.70			
<b>ENDER, RHONDA</b> Code: A00J Tax Profile: 2 - WA/WA/WA	Regular	45.67	80.00	3,653.85	Federal W/H (H)	317.35	232.38
	GROSS			3,653.85	Medicare	52.98	379.64
					Social Security	226.54	56.63
					Washington EE	6.51	2.50
					Medical Leave	14.75	698.95
					Washington EE Family Leave		
						ER Dental	
						ER Life	
						ER Medical	
						ER Vision DP	
						ER Medical DP	
						ER Vision DP	
<b>DEHAVEN, NICK</b> Code: A00M 1099 Employee	Regular	30.00	18.69	560.70			
	GROSS			560.70			
<b>ENDER, RHONDA</b> Code: A00J Tax Profile: 2 - WA/WA/WA	Regular	45.67	80.00	3,653.85	Federal W/H (H)	317.35	232.38
	GROSS			3,653.85	Medicare	52.98	379.64
					Social Security	226.54	56.63
					Washington EE	6.51	2.50
					Medical Leave	14.75	698.95
					Washington EE Family Leave		
						ER Dental	
						ER Life	
						ER Medical	
						ER Vision DP	
						ER Medical DP	
						ER Vision DP	



### Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	
<b>FARNWORTH, ASHLYN</b> Code: A004 Tax Profile: 1 - WA/WA/WA	Regular GROSS	30.77	80.00	2,461.54 2,461.54	Leave Federal W/H (H) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	ER Vision ER Dental DP ER Medical DP ER Vision DP DRS EE Contribution DRS ER Contribution - Match ER Dental ER Life ER Medical ER Vision ER Dental DP ER Medical DP ER Vision DP	7.98 1.02 8.31 0.46 123.08 255.75 56.63 2.50 698.95 7.98 1.02 8.31 0.46 Direct Deposit Net Check NET PAY	1,822.32 1,822.32
<b>GARCIA JIMENEZ, BIBI</b> Code: A00K Tax Profile: 2 - WA/WA/WA	Regular GROSS	25.00	45.47	1,136.75 1,136.75	Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave		16.48 70.47 13.60 2.03 4.59 Direct Deposit Net Check NET PAY	1,029.58 1,029.58
<b>GREEN, DUSTIN</b> Code: A005 Tax Profile: 2 - WA/WA/WA	Regular GROSS	3.46	80.00	276.91 276.91	Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave		4.02 17.17 23.94 0.49 1.12 Direct Deposit Net Check NET PAY	230.17 230.17
<b>HARRIS, TIM</b> Code: A006 Tax Profile: 2 - WA/WA/WA	Regular GROSS	4.04	80.00	323.08 323.08	Federal W/H (M) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave		250.00 4.68 20.03 23.94 0.58 1.30 Direct Deposit Net Check NET PAY	22.55 22.55
<b>HAWKINS, ADAIR</b> Code: A007 Tax Profile: 2 - WA/WA/WA	Regular GROSS	3.46	80.00	276.93 276.93	Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE		4.02 17.17 23.94 0.49 Direct Deposit Net Check NET PAY	230.19 230.19

### Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay
<b>MUELLER, CARL</b> Code: A009 Tax Profile: 2 - WA/WA/WA	Regular Longevity Bonus GROSS	32.46	80.00	2,596.80 118.80 2,715.60	Medical Leave Washington EE Family Leave Federal W/H (M) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	1.12 219.92 39.37 168.36 23.94 4.84 10.97 DRS EE Contribution Union Amount DRS ER Contribution - Match ER Dental ER Life ER Medical ER Vision ER Dental DP ER Medical DP ER Vision DP	2,041.78 2,041.78
<b>RAO, SIDDI</b> Code: A00A Tax Profile: 2 - WA/WA/WA	Regular GROSS	20.00	45.24	904.80 904.80	Federal W/H (F) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	75.88 13.12 56.09 13.54 1.61 3.65	740.91 740.91
<b>RIBAIL, JIM</b> Code: A00B Tax Profile: 2 - WA/WA/WA	Regular GROSS	4.62	80.00	369.24 369.24	Federal W/H (F) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	16.73 5.55 22.89 23.94 0.66 1.49	298.18 298.18
<b>SCHELL, BRANDON</b> Code: A00H Tax Profile: 2 - TX/WA/WA	Regular Management Leave GROSS	55.29 55.29	72.00 8.00	3,980.77 442.31 4,423.08	Federal W/H (M) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	352.24 64.14 274.23 23.94 7.88 17.86 DRS EE Contribution DRS ER Contribution - Match ER Dental ER Life ER Medical ER Vision ER Dental DP ER Medical DP ER Vision DP	3,401.48 3,401.48
<b>SHARMA, NITISH</b> Code: A00I	Regular GROSS	38.46	80.00	3,076.91 3,076.91			3,076.91 3,076.91

# CITY OF CARNATION



PERIOD: FEBRUARY 6 – FEBRUARY 19, 2023

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

Total Amount: \$55,653.91

Adjustments: NONE

A handwritten signature in black ink, appearing to read "Ashlyn Farnworth", written over a horizontal line.

Ashlyn Farnworth  
Assistant to the City Manager

A handwritten signature in black ink, appearing to read "Ana Cortez", written over a horizontal line.

Ana Cortez  
City Manager

# Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay
<b>001 - General Fund</b>							
<b>BUELNA, BECKY</b> Code: A001 Tax Profile: 2 - WA/WA/WA	Regular Sick Extra Pay Longevity Bonus Retroactive Pay Severance Pay GROSS	39.32 39.32	48.07 8.00	1,890.11 314.56 4,052.71 117.38 1,052.08 6,852.26 14,279.10	Federal W/H (M) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	2,329.66 207.05 885.31 14.38 25.45 698.95 57.66 1.02 8.31 0.46	Direct Deposit Net Check NET PAY 9,653.04 9,653.04
<b>BURRELL, RYAN</b> Code: A002 Tax Profile: 2 - WA/WA/WA	Regular GROSS	3.46	80.00	276.93 276.93	Federal W/H (M) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	85.00 4.01 17.17 23.94 0.49 1.12	Direct Deposit Net Check NET PAY 145.20 145.20
<b>CORTEZ, ANA W-IWO</b> Code: A003 Tax Profile: 2 - WA/WA/WA	Regular 1099 Pay GROSS	73.92	80.00	5,913.47 323.08 6,236.55	Federal W/H (M) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	699.81 85.75 366.63 23.94 10.54 23.88 1.02 8.31 0.46	Direct Deposit Net Check NET PAY 4,090.52 4,090.52
<b>DEHAVEN, NICK</b> Code: A00M 1099 Employee	Regular GROSS	30.00	19.17	575.10 575.10			Direct Deposit Net Check NET PAY 575.10 575.10
<b>ENDER, RHONDA</b> Code: A00J Tax Profile: 2 - WA/WA/WA	Regular GROSS	45.67	80.00	3,653.84 3,653.84	Federal W/H (H) Medicare Social Security Washington EE Medical Leave Washington EE Family Leave	317.34 52.98 226.54 6.51 14.75 1.02 8.31 0.46	Direct Deposit Net Check NET PAY 2,803.34 2,803.34

### Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay
<b>FARNWORTH, ASHLYN</b> Code: A004 Tax Profile: 1 - WA/WA/WA	Regular	30.77	80.00	2,461.54	Federal W/H (H)	DRS EE Contribution	Direct Deposit Net Check
	GROSS			2,461.54	Medicare	DRS ER Contribution - Match	1,822.33
<b>GARCIA JIMENEZ, BIBI</b> Code: A00K Tax Profile: 2 - WA/WA/WA	Regular GROSS	25.00	44.59	1,114.75	Social Security	ER Dental	Direct Deposit Net Check NET PAY
				1,114.75	WA EE 0803-00 Cities & Towns All O	ER Life	
					Washington EE Medical Leave	ER Vision	
					Washington EE Family Leave	ER Dental DP	
					Medicare	ER Medical DP	
					Social Security	ER Vision DP	
					WA EE 0803-00 Cities & Towns All O		
					Washington EE Medical Leave		
					Washington EE Family Leave		
<b>GREEN, DUSTIN</b> Code: A005 Tax Profile: 2 - WA/WA/WA	Regular GROSS	3.46	80.00	276.91	Medicare		Direct Deposit Net Check NET PAY
				276.91	Social Security		
					WA EE 0803-00 Cities & Towns All O		
					Washington EE Medical Leave		
					Washington EE Family Leave		
					Medicare		
					Social Security		
					WA EE 0803-00 Cities & Towns All O		
					Washington EE Medical Leave		
					Washington EE Family Leave		
<b>HARRIS, TIM</b> Code: A006 Tax Profile: 2 - WA/WA/WA	Regular GROSS	4.04	80.00	323.08	Federal W/H (M)		Direct Deposit Net Check NET PAY
				323.08	Medicare		
					Social Security		
					WA EE 0803-00 Cities & Towns All O		
					Washington EE Medical Leave		
					Washington EE Family Leave		
					Medicare		
					Social Security		
					WA EE 0803-00 Cities & Towns All O		
					Washington EE Medical Leave		
<b>HAWKINS, ADAIR</b> Code: A007 Tax Profile: 2 - WA/WA/WA	Regular GROSS	3.46	80.00	276.93	Medicare		Direct Deposit Net Check NET PAY
				276.93	Social Security		
					WA EE 0803-00 Cities & Towns All O		
					Washington EE Medical Leave		
					Washington EE Family Leave		
					Medicare		
					Social Security		
					WA EE 0803-00 Cities & Towns All O		
					Washington EE Medical Leave		
					Washington EE Family Leave		
<b>MAURER, LIZ</b>	Retroactive Pay			854.00	Federal W/H (S)	DRS EE Contribution	Direct Deposit Net Check
				1,146.07		433.66	4,287.25

### Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay
Code: A008 Tax Profile: 2 - WA/WA/WA	Severance Pay DP Benefit GROSS			5,604.48 360.00 6,818.48	Medicare Social Security Washington EE Medical Leave Washington EE Family Leave	Union Amount DRS ER Contribution - Match ER Dental ER Life ER Medical ER Vision ER Dental DP ER Medical DP ER Vision DP	NET PAY 4,287.25
<b>MUELLER, CARL</b> Code: A009 Tax Profile: 2 - WA/WA/WA	Regular Vacation Extra Pay Longevity Bonus Retroactive Pay Severance Pay GROSS	37.22 37.22	42.18 6.00	1,569.94 223.32 5,354.47 117.38 977.08 6,499.46 14,741.65	Federal W/H (M) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	DRS EE Contribution Union Amount DRS ER Contribution - Match ER Dental ER Life ER Medical ER Vision ER Dental DP ER Medical DP ER Vision DP	Direct Deposit Net Check NET PAY 9,875.52 9,875.52
<b>MULLHOLLAND, HEATHER</b> Code: A00G 1099 Employee	Regular GROSS	35.00	36.00	1,260.00 1,260.00			Payroll Net Check Check # 1000 NET PAY 1,260.00
<b>RAO, SIDD</b> Code: A00A Tax Profile: 2 - WA/WA/WA	Regular GROSS	20.00	52.23	1,044.60 1,044.60	Federal W/H (H) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave		Direct Deposit Net Check NET PAY 850.31 850.31
<b>RIBAIL, JIM</b> Code: A00B Tax Profile: 2 - WA/WA/WA	Regular GROSS	4.62	80.00	369.24 369.24	Federal W/H (H) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave		Direct Deposit Net Check NET PAY 298.16 298.16
<b>SCHELL, BRANDON</b> Code: A00H	Regular GROSS	55.29	80.00	4,423.08 4,423.08	Federal W/H (M) Medicare	DRS EE Contribution DRS ER Contribution -	Direct Deposit Net Check NET PAY 3,401.49 3,401.49

### Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	
<b>SHARMA, NITISH</b> Code: A001 1099 Employee Tax Profile: 2 - TX/WA/WA	Regular GROSS	38.46	80.00	3,076.91 3,076.91	Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	274.23 23.94 7.88 17.86 0.46	Match ER Dental ER Life ER Medical ER Vision ER Dental DP ER Medical DP ER Vision DP Direct Deposit Net Check NET PAY	3,076.91 3,076.91
<b>STARNES, STACY</b> Code: A00C Tax Profile: 2 - WA/WA/WA	Regular Sick Extra Pay Overtime Temp Rate Retroactive Pay Severance Pay GROSS	32.08 32.08	51.41 1.50 0.83	1,649.23 48.12 2,387.07 822.00 5,389.44 10,295.86	Federal W/H (M) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	1,630.77 146.95 628.33 15.63 18.35 41.57	EE Deferred Compensation \$ DRS EE Contribution Union Amount DRS ER Contribution - Match ER Dental ER Life ER Medical ER Vision ER Dental DP ER Medical DP ER Vision DP Direct Deposit Net Check NET PAY	6,968.85 6,968.85
<b>TIPTON, MIKE</b> Code: A00F Tax Profile: 2 - WA/WA/WA	Regular GROSS	42.76	80.00	3,420.91 3,420.91	Federal W/H (M) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	514.63 49.61 212.10 23.94 6.10 13.81	DRS EE Contribution DRS ER Contribution - Match ER Dental ER Life ER Medical ER Vision ER Dental DP ER Medical DP ER Vision DP Direct Deposit Net Check NET PAY	2,383.15 2,383.15
<b>WILMES, LORA</b> Code: A00D Tax Profile: 2 - WA/WA/WA	Regular GROSS	43.27	80.00	3,461.54 3,461.54	Federal W/H (M) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	309.38 50.19 214.61 23.94 6.17 13.98	DRS EE Contribution DRS ER Contribution - Match ER Dental ER Life ER Medical ER Vision ER Dental DP ER Medical DP ER Vision DP Direct Deposit Net Check NET PAY	2,670.19 2,670.19

### Check Register Report

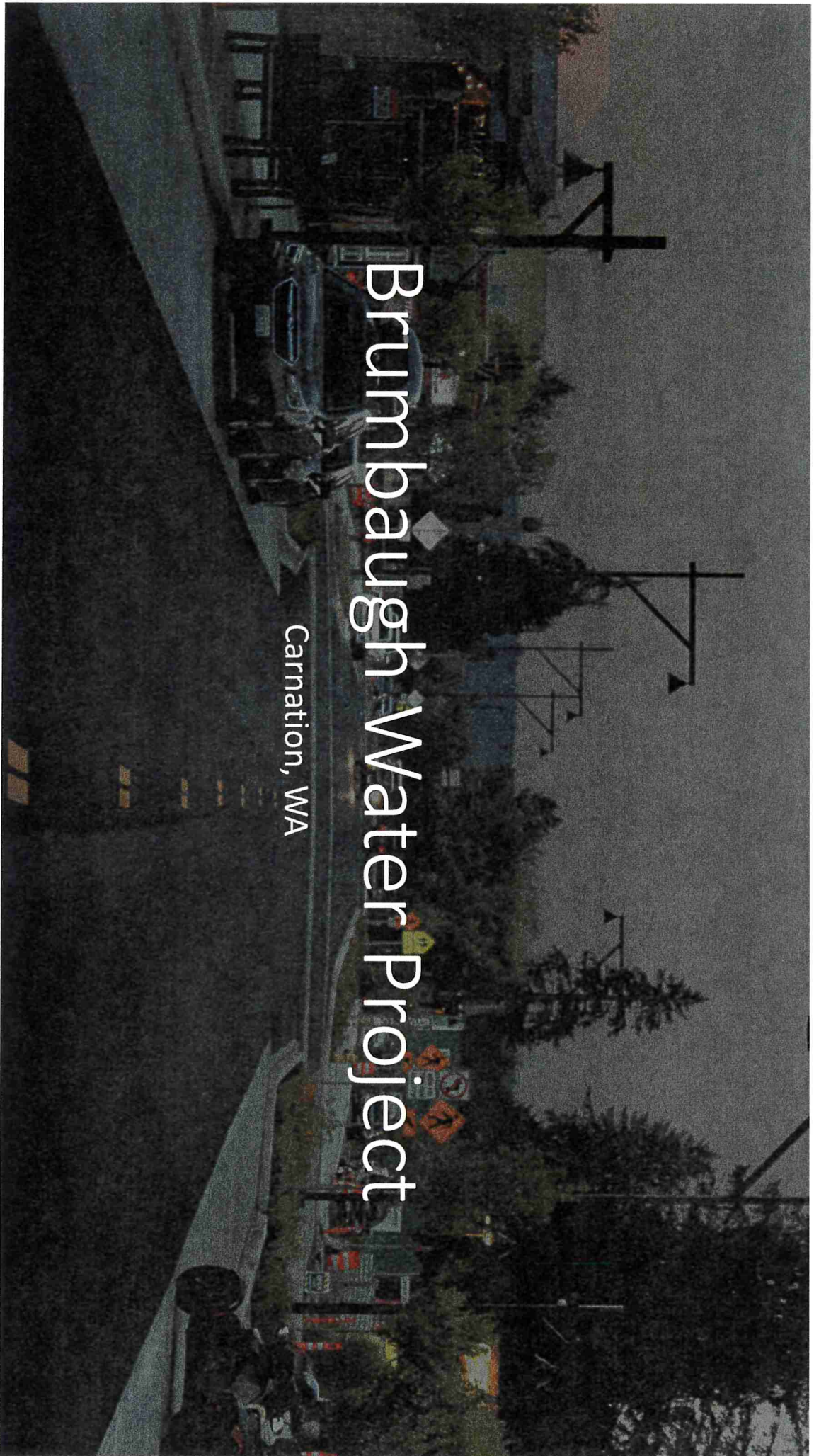
Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay
<b>Subtotals for Dept: 001</b>							
Regular		1,253.65	37,038.11	10,702.52	DRS EE Contribution	5,059.88	1,260.00
Sick		9.50	362.68	1,058.37	DRS ER Contribution -	7,251.44	54,393.91
Vacation		6.00	223.32	4,525.42	Match		55,653.91
1099 Pay			323.08	311.00	EE Deferred	161.54	
Extra Pay			11,794.25		Compensation \$		
Longevity Bonus			234.76	130.38	ER Dental	566.30	
Overtime Temp		0.83			ER Dental DP	10.20	
Rate				295.38	ER Life	25.00	
Retroactive Pay			3,705.16		ER Medical	6,989.50	
Severance Pay			24,345.64		ER Medical DP	83.10	
DP Benefit			360.00		ER Vision	79.80	
GROSS		1,269.98	78,387.00		ER Vision DP	4.60	
					Union Amount	128.60	
<b>Total Company</b>							
<b>Company Totals</b>							
Regular		1,253.65	37,038.11	10,702.52	DRS EE Contribution	5,059.88	1,260.00
Sick		9.50	362.68	1,058.37	DRS ER Contribution -	7,251.44	54,393.91
Vacation		6.00	223.32	4,525.42	Match		55,653.91
1099 Pay			323.08	311.00	EE Deferred	161.54	
Extra Pay			11,794.25		Compensation \$		
Longevity Bonus			234.76	130.38	ER Dental	566.30	
Overtime Temp		0.83			ER Dental DP	10.20	
Rate				295.38	ER Life	25.00	
Retroactive Pay			3,705.16		ER Medical	6,989.50	
Severance Pay			24,345.64		ER Medical DP	83.10	
DP Benefit			360.00		ER Vision	79.80	
GROSS		1,269.98	78,387.00		ER Vision DP	4.60	
					Union Amount	128.60	
Total Net Pay							<u>55,653.91</u>



**PRESENTATIONS:**

- a) Public Works Board Loan – City Manager Ana Cortez





# Brumbaugh Water Project

Carnation, WA



## Project Scope

The proposed project scope includes replacement of 3,100 LF of 6-inch diameter asbestos cement pipe with new 8-inch ductile iron piping to provide adequate volume for fire flow and eliminate the cement asbestos pipes from the City of Carnation water distribution system. This project is located in the Brumbaugh neighborhood and was identified as Project R-6 in the City of Carnation Capital Improvement Plan (CIP). The project scope will include project design engineering, contract award and construction management; environmental review; cultural resources coordination with DAHP; permitting and public involvement meetings and activities for these project review processes.

# Project Map

EXHIBIT B



(February 21, 2023)

# Outcomes

---

3,100 LF of 8-inch ductile iron  
piping removing the old 6- inch  
asbestos cement piping

---

New water meters per City  
standards for impacted water  
connections.

---

Roadway restoration



**From:** Rentfrow, Mark (COM) <[mark.rentfrow@commerce.wa.gov](mailto:mark.rentfrow@commerce.wa.gov)>  
**Date:** Wednesday, February 1, 2023 at 12:06 PM  
**To:** Nitish Sharma <[nitish.sharma@carnationwa.gov](mailto:nitish.sharma@carnationwa.gov)>  
**Subject:** RE: Your 2023 Public Works Board Contract

Hello Nitish,

Based on the loan amount of \$1,623,000 with an interest rate of 1.39% and the length of time for the loan, the annual payment for 20 years is calculated at \$93,511.

You are welcome to pay the loan off (balloon payment) at any time with no penalty.

Loan forgiveness performance incentives are shown below:

<b>1.12 Performance (completion incentive) contract</b>	
The Contractor shall complete the project no later than sixty (60) months after the date of contract execution.	
Complete the project and submit the Certified Project Completion Report within <b>forty-eight (48) months</b> of the date of contract execution, the Contractor may choose one of the two following incentives upon project completion:	
Option A:	The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR:
Option B:	The interest rate will be decreased by one-quarter of one percent (0.25%).
Complete the project and submit the Certified Project Completion Report within <b>thirty-six (36) months</b> of the date of contract execution, the Contractor may choose one of the following two incentives upon project completion:	
Option C:	The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;
Option D:	The interest rate will be decreased by up to one-half of one percent (0.50%).
Please <b>choose only one</b> "option" (A, B, C, or D), if applicable:	

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

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

I hope you find this information helpful, Please contact me with any additional questions or comments.

Thanks,  
 Mark

**Mark Rentfrow** | PROGRAM DIRECTOR & TRIBAL LIAISON  
 Public Works Board  
 Washington State Department of Commerce  
 360.529.6432  
[www.commerce.wa.gov](http://www.commerce.wa.gov) | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [Subscribe](#)

# ATTACHMENT I: ATTORNEY'S CERTIFICATION

## PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

City of Carnation  
PC23-96103-115

I, Emily Gouldner, hereby certify:

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

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

Based on the foregoing, it is my opinion that:

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

Emily Gouldner  
Signature of Attorney

2/28/23  
Date

Emily Gouldner  
Name

**STAFF REPORTS:**

- i. CED Update, Rhonda Ender





# HARVOLD PROPERTY ANNEXATION FAQs

## Who proposed annexation of the Harvold property?

On November 17, 2022, **The Harvold Trust** delivered a written request to The City of Carnation to annex three of its parcels into the City.

## Can the City force Harvold to annex their property?

**No.** The City has not asked the Harvold Trust to annex.

## Can a property owner force the City of Carnation to accept their annexation request?

**No.** The Carnation City Council alone must agree for the annexation to happen.

## Will the Harvold Trust property be annexed?

**That has not been decided.** The City Council discussed the issue at their January 3, 2023, Council meeting. Further analysis will be done before the City Council votes on the annexation request.

If the City Council votes to tentatively accept the annexation, then a petition will be circulated that requires consent to annexation by property owners holding not less than 60% of the assessed value of property subject to annexation. Final annexation will be pending the outcome and certification of the petition and review by a local boundary review board or annexation review board.

## Does the City Manager make the final decision?

**No.** Annexations are a legislative matter. The City Manager does not have any legislative powers or authorities. The City Council will vote on the annexation request and a majority vote will decide the annexation request.

## What are the benefits of annexation for the landowner?

The property owner will receive the benefits of public services the City offers its taxpayers.

## What are the benefits of annexation to the City?

Benefits are yet to be determined. Beginning in January 2023, the City is conducting an impact analysis of this potential annexation.

## Will the zoning of the property change?

That is unknown at the present time. The City is updating its zoning map in 2023. This map will be included as part of the Comprehensive Plan update required by the State of Washington in 2024. Whichever zoning is designated for potentially annexed parcels may change in the future regardless of the 2024 map.



# HARVOLD PROPERTY ANNEXATION FAQs

## What will be built on the Harvold property?

The Harvold Trust and any future buyer of the property will have to embark in the City's development and permitting process and then, the City will know about potential developments.

When/if there is a formal proposal for actual development on those parcels the City Council will legislate according to City Code and the powers granted by the State Constitution and will make decisions driven by policy documents such as the Comprehensive Plan and its own strategic vision.

## Will housing be built on the Harvold parcels?

No housing is being developed on those parcels at this time. The only action that is factual is that the Harvold Family has requested annexation.

## What is the community's role in this decision-making process?

The Annexation process is a public legislative one. For this reason, all decisions are made in the public City Council meetings. The public is encouraged to share its views with the Council in person at these meetings or through direct communication via email or letter.

## What if a Carnation resident wishes to preserve the farmlands as they are?

Any party that wants to control the future of privately owned parcels may discuss purchase of the land with the private owner.

## Will all decisions regarding annexation be made public?

By law, the Council can't make decisions behind closed doors. The Council may hold executive sessions where no minutes are taken and where only selected non-elected persons are present, however, all decisions must be made in public.

## Does the City have an annexation plan?

Yes, the City produced an annexation plan in the Spring of 2022. The plan has been presented to the Economic Development Committee.

## For more information on Washington state laws pertaining to annexation visit:

<https://app.leg.wa.gov/rcw/default.aspx?cite=35.10.217>

Ashlyn Farnworth, Public Information Officer  
(425) 786-4402  
ashlynfarnworth@carnationwa.gov

**AGENDA BILLS:**

- a) AB23-29 Motion: Settlement Agreement Between City and Local 763





# CARNATION CITY COUNCIL AGENDA BILL

<b>TITLE:</b> A MOTION to enter into a settlement agreement between the City and Teamster Local 763 to settle the unfair labor practice allegation.	<b>Agenda Bill No.:</b>	AB23-29			
	<b>Type of Action:</b>	MOTION			
	<b>Origin:</b> <i>(Council/Manager)</i>	City Manager			
	<b>Agenda Bill Author:</b>	City Manager			
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Email to Bill Ferry Regarding Public Work Superintendent</li> <li>• Settlement Complaint</li> <li>• Settlement Agreement</li> </ul>	<b>Date Submitted:</b>	03/07/23			
	<b>For Agenda of:</b>	03/07/23			
	<b>Expenditure Required:</b>	\$3,240.00			
	<b>Amount Budgeted:</b>	\$3,240.00			
	<b>Appropriation Required:</b>	N/A			
	<b>SUMMARY STATEMENT AND DISCUSSION:</b> <p>On September 21, 2022, the Union filed an Unfair Labor Practice (ULP) against the City. The ULP is included as Attachment 1. The Union claimed that the City refused to provide description of the 2022 Public Works Superintendent and the proposed 2023 CED Superintendent.</p> <p>The requested information had been provided to the former Public Works Superintendent on August 22, 2022. See Attachment 2. This information was not provided to the Union prior to September 21, 2022.</p> <p>The Union claimed that it spent considerable time and resources getting documents/information that should have been easily and quickly provided.</p> <p>Responsible City staff was unavailable to provide information prior September 21, 2023 due to a family emergency.</p> <p>To avoid time and legal costs, the Parties want to resolve their differences and reach an end, compromise, and settlement for Public Employment Relations Commission (PERC) ULP case 132925-U-22.</p>				
<b>RECOMMENDED ACTION:</b> I move to enter into a settlement agreement between the City of Carnation and Teamster Local Union 763 to settle the unfair Labor practice allegation.					
<b>LEGISLATIVE HISTORY:</b>					
<b>ACTION TAKEN</b>					
<b>MOTION AS PROPOSED</b>			<b>MOTION AS AMENDED</b>		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote

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





# UNFAIR LABOR PRACTICE COMPLAINT

Is this an amended complaint?  Yes  No If yes, enter the case number: \_\_\_\_\_

### **PARTIES** Include information for all parties involved.

**COMPLAINANT** Teamsters Local 763

Contact Jason Powell

Title Vice-President/Staff Director

Address 14675 Interurban Ave S, #305

City, State, ZIP Tukwila, WA 98168

Telephone (206) 441-0763 Ext. \_\_\_\_\_

Email j.powell@teamsters763.org

**UNION** Teamsters Local 763

Contact Jason Powell

Title Vice-President/Staff Director

Address 14675 Interurban Ave S, #305

City, State, ZIP Tukwila, WA 98168

Telephone (206) 441-0763 Ext. \_\_\_\_\_

Email j.powell@teamsters763.org

**EMPLOYER** City of Carnation

Contact Ana Cortez

Title City Manager

Address 4621 Tolt Avenue - PO Box 1238

City, State, ZIP Carnation, WA 98014-1238

Telephone (425) 419-3697 Ext. \_\_\_\_\_

Email ana.cortez@carnationwa.gov

### **ALLEGED VIOLATION**

Indicate who the alleged violation is against:

Employer  Union  Both\*

\*If the alleged violation is against both the union and employer, two separate complaints must be filed with two statements of facts describing the alleged violation(s) against each.

### **STATEMENT OF FACTS**

Prepare and submit with this complaint a statement of facts using numbered paragraphs to clearly and concisely describe the alleged violation(s).

The following must be included:

- Specific allegations and required elements;
- Times, dates, places, and participants in occurrences;
- Whether a related grievance has been filed and its status;
- A description of the remedies requested.

For more information refer to WAC 391-45-050.

### **BARGAINING UNIT**

If the alleged violation relates to more than one bargaining unit, a separate complaint must be filed for each unit.

**Identify Bargaining Unit** Office-Technical/Public Works

**Department or Division** Public Works

**Collective Bargaining Agreement (CBA)**

The parties have never had a CBA.

A copy of the most current CBA is attached.

### **AUTHORIZED CONTACT FOR COMPLAINANT**

Name Tom Leahy Title Attorney

Address 100 W Harrison St., North Tower #300 City, State, ZIP Seattle, WA 98119

Telephone (206) 285-3610 Ext. 230 Email tom@rmbllaw.com

Signature /s/ Tom Leahy Date 09/21/2022

### **Who Can File a Complaint?**

The complainant is the party who files the complaint and may be an individual employee, a union, or an employer.

If the complainant is the union or employer, contact information does not need to be entered twice. Indicate that the union or employer is the same as the complainant.

For more detailed information about violations and required elements, please refer to our website at [perc.wa.gov/unfair-labor-practice](http://perc.wa.gov/unfair-labor-practice).

For applicable rules, visit [perc.wa.gov/laws-rules](http://perc.wa.gov/laws-rules) and refer to chapters 10-08, 391-08, and 391-45 WAC.

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### **Party Representatives**

PERC only sends documents to default contacts currently on file. If a party intends to have another representative as the primary contact that person must file a notice of appearance.

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### **Filing Time Frame**

A complaint must be filed within 6 months from the date the complainant knew or should have known of the alleged violation.

---

### **Filing and Service**

Documents may be submitted to PERC by email attachment, by fax, by mail, or in person. Email filing is preferred and no paper copies are required.

- Email to [filing@perc.wa.gov](mailto:filing@perc.wa.gov)
- Fax to 360.570.7334
- Mail to P.O. Box 40919, Olympia, WA 98504-0919
- Hand Deliver to 112 Henry St. NE, Olympia, WA 98506

Service is required on all parties to the case and is considered complete when the document is received by email, fax, or hand delivery or when the document is put into the mail. A certificate of service is required to show when, how, and on whom the document was served. A certificate of service form can be found at [perc.wa.gov/file-a-case](http://perc.wa.gov/file-a-case).

## STATEMENT OF FACTS

1. Teamsters Local 763 (“Union” or “Local 763”) is the exclusive bargaining representative for all regular full-time and regular part-time Office-Technical and Public Works employee at the City of Carnation (“Carnation” or “City”).

2. The bargaining unit currently consists of approximately six (6) members.

3. The current collective bargaining agreement expires on December 31, 2022.

4. On or around August 23, 2022, Jason Powell, Union Representative for Teamsters Local 763, requested via email that City Manager Ana Cortez provide the Union with a copy of the proposed new job description for a job that the City wanted Bill Ferry to move into after he returned from FMLA leave. Mr. Ferry was a long-time Local 763 bargaining unit member at the time. Mr. Powell also requested via email on August 23, 2022 that Ms. Cortez provide the status of the position that Mr. Ferry held when he left the City on FMLA leave, Public Works Superintendent. The Public Works Superintendent position is a longstanding Local 763 bargaining unit position. Mr. Powell wanted to investigate who was filling this position and what were the City’s future plans with this position.

5. The Union needed this information and/or documents to investigate a potential grievance and/or Unfair Labor Practice (ULP) if the City did not return Mr. Ferry to his proper position after he returned from FMLA leave.

6. Mr. Ferry ended up resigning from the City because he thought that the City would treat him unfairly upon his return. Nonetheless, the Union still needs the August 23, 2022 information and/or documents that Mr. Powell requested from Ms. Cortez to continue to investigate if the City is properly filling the Public Works Superintendent with a Teamsters Local 763 bargaining unit member. The Union is concerned and investigating whether the City is removing historical bargaining unit work in violation of the CBA and/or state law.

7. Since Mr. Powell made his August 23, 2022 request, the City has still not provided Mr. Powell with the information and/or documents that he has requested. And since the request, Mr. Powell has made it clear to Ms. Cortez, and/or Mr. Nitish Sharma, the Deputy City Mayor, that Mr. Powell needs this information to continue to investigate a potential grievance and/or ULP related to bargaining unit work and/or the City not properly filling the Public Works Superintendent position. Mr. Powell has confirmed this as recently as on or around September 16, 2022 with Ms. Cortez and/or Mr. Sharma. A grievance has not yet been filed.

8. Therefore, the City’s refusal to provide Mr. Powell with the request information has undermined his ability to investigate a grievance and/or police the CBA. It has also undermined his ability to investigate a potential ULP.

//



//

### REMEDY REQUESTED

1. The Union seeks a finding that the City has engaged in the above alleged Unfair Labor Practice(s). The Union also requests:

2. That the City be ordered to cease and desist from all violations found, including but not limited to, refusing to provide information and/or documents to the Union that it needs to investigate a potential grievance or unfair labor practice;

3. That the City be ordered to provide the information and/or documents that the Union requested related to the position that the City wanted Mr. Ferry to move into, and the status of the Public Works Superintendent. This includes, but is not limited to, a copy of the proposed new job description of the position the City wanted Mr. Ferry to move into upon his return, and the status of the Public Works Superintendent position (e.g., who was currently filling this position);

4. That the City be ordered to make the Union and/or the employees in the Teamsters Local 763 bargaining unit whole, monetarily or otherwise, for any damages that they have suffered or that they will suffer in the future, as a result of the City's violation(s) of RCW 41.56.140(1) and/or (4), as described above;

5. That the City be ordered to post an appropriate remedial notice to employees and the public. This should include, but is not limited to, the City being directed to post a notice of its violation of RCW 41.56.140(1) and/or (4) in a public location throughout the City's facilities and to read this notice at one of its public meetings; and

6. That PERC award any and all other relief deemed just and appropriate.

**BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION  
STATE OF WASHINGTON**

TEAMSTERS LOCAL 763

Petitioner/Complainant/Filing Party

v.

CITY OF CARNATION

Respondent/Responding Party

Case Number

**CERTIFICATE OF SERVICE**

I certify that I served a copy of this (*title of document*) ULP Complaint, Stmt of Facts, Cert of Service on all parties or their counsel of record on (*date*) 09/21/2022

To:	Name Organization Address City, State, ZIP Email Fax	Ana Cortez, City Manager City of Carnation 4621 Tolt Avenue - PO Box 1238 Carnation, WA 98014-1238 ana.cortez@carnationwa.gov	<input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/> Hand Delivery	<input type="checkbox"/> First Class U.S. Mail <input type="checkbox"/> Certified U.S. Mail <input type="checkbox"/> Registered U.S. Mail
To:	Name Organization Address City, State, ZIP Email Fax		<input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/> Hand Delivery	<input type="checkbox"/> First Class U.S. Mail <input type="checkbox"/> Certified U.S. Mail <input type="checkbox"/> Registered U.S. Mail
To:	Name Organization Address City, State, ZIP Email Fax		<input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/> Hand Delivery	<input type="checkbox"/> First Class U.S. Mail <input type="checkbox"/> Certified U.S. Mail <input type="checkbox"/> Registered U.S. Mail

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Date signed and submitted 09/21/2022

Print Name Jennifer J. Zagelow

Signature 



Certificate of Service (2019)

## Ashlyn Farnworth

---

**From:** Ana Cortez  
**Sent:** Monday, August 22, 2022 8:45 AM  
**To:** Bill Ferry  
**Subject:** for your review  
**Attachments:** PW Superintendent 7.1.22.docx; SUPERINTENDENT 8.16.22 clean.docx

Ana Cortez (she/her/hers/ella)  
City Manager  
City of Carnation  
(425) 419-3697  
Ana.Cortez@carnationwa.gov

**AGENDA BILLS:**

b) AB23-30 Motion: Carnation-Duvall Citizen Corps MOU





# CARNATION CITY COUNCIL AGENDA BILL

<b>TITLE:</b> A MOTION to enter into joint agreement with the Carnation-Duvall Citizen Corps Council concerning emergency responses and volunteers	<b>Agenda Bill No.:</b>	AB23-30
	<b>Type of Action:</b>	MOTION
	<b>Origin:</b> <i>(Council/Manager)</i>	City Manager
	<b>Agenda Bill Author:</b>	City Manager
	<b>Date Submitted:</b>	03/07/23
	<b>For Agenda of:</b>	03/07/23
	<b>Expenditure Required:</b>	0
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Memorandum of Understanding</li> </ul>	<b>Amount Budgeted:</b>	0
	<b>Appropriation Required:</b>	N/A
	<b>SUMMARY STATEMENT AND DISCUSSION:</b> <p>There is a need for volunteers to assist local government and professionals in the event of a disaster or emergency. It is recognized that government, citizens, and non-governmental organizations must coordinate response and recovery efforts in an effort to make the best use of limited resources and avoid duplication of services. Finally, it is recognized that there may be disaster events in the region which may be so devastating that transportation and communication services are disrupted. By compartmentalizing resources and services for affected community members, localized regions may find it necessary to engage in sheltering and other community support activities during times of disaster.</p>	
<b>RECOMMENDED ACTION:</b> <p>I move to enter into a joint agreement with the Carnation-Duvall Citizen Corps Council regarding disaster response and volunteers.</p>		
<b>LEGISLATIVE HISTORY:</b>		
<b>ACTION TAKEN</b>		
<b>MOTION AS PROPOSED</b>		<b>MOTION AS AMENDED</b>
Motion made by:		Motion made by:
Second by:		Second by:
	YES Vote	NO Vote
Hawkins		
Ribail		
Harris		
Burrell		
Green		
Passed/Failed		
Ordinance/Resolution No.:		Ordinance/Resolution No.:

MOU CARNATION 2023

**Joint Agreement and Memorandum of Understanding Between:  
City of Carnation and Carnation-Duvall Citizen Corps Council  
Concerning Emergency Responses and Volunteers**

**PARTIES:**

City of Carnation, a Washington municipal corporation  
4621 Tolt Avenue  
Carnation, WA 98014-1238

The Carnation-Duvall Citizen Corps Council, a non-profit 501(c)(3) entity, is part of the national program developed following 9/11 by Homeland Security. The mailing address of the organization is:

Carnation-Duvall Citizen Corps Council  
P.O. Box 644  
Carnation, WA 98014

**PREAMBLE:**

All parties represented herein have determined that there is a need for volunteers to assist local government and professionals in the event of a disaster or emergency. It is recognized that government, citizens, and non-governmental organizations must coordinate response and recovery efforts in an effort to make the best use of limited resources and avoid duplication of services. Finally, it is recognized that there may be disaster events in the region which may be so devastating that transportation and communication services are disrupted. By compartmentalizing resources and services for affected community members, localized regions may find it necessary to engage in sheltering and other community support activities during times of disaster. It is the hope of all parties represented in this document that through this formalized agreement our goal to help ease suffering and save lives during or after a major disaster will be mutual and attainable.

**IT IS UNDERSTOOD THAT:**

**The City of Carnation will:**

**Support:** the Carnation-Duvall Citizen Corps Council (CDCCC) in their efforts to engage volunteers at the community level, through CDCCC programs including, Community Emergency Response Teams (CERTs), Medical Reserve Corps (MRC) units, Neighborhood Watch groups (NWP), Snoqualmie Valley Amateur Radio Club (SNOVARC) and FireWise/FireCorps. Such support may take the form of requesting volunteers to assist in local activities such as community emergencies, disasters, training exercises or events/festivals including special

## MOU CARNATION 2023

organizational assistance for said events. Support may also come in the form of potential insurance coverage, monetary support, storage cache areas, use of City space for said events including the potential need for a communications center or recognition of volunteers in an emergency response.

**Disaster Response:** coordinate with the local CDCCC to request volunteers to assist with communications, shelter management, health issues, supply requisitioning, research, traffic flow, signage, etc. Volunteers will be requested to assist by local officials, and volunteers will be covered by insurance under the Disaster Number insurance as issued by the State. Volunteers will also be protected by the Good Samaritan Law, which requires them to keep their actions within the bounds of their training.

### **The Carnation-Duvall Citizen Corps Council (CDCCC) will involve participation of community members in the areas of:**

**Personal and neighborhood responsibility:** Directions and resources for developing a household preparedness plan and disaster supplies kits, observing home health and safety practices, implementing and practicing disaster mitigation measures, participating in crime prevention and reporting and communication/organization with neighbors.

**Training:** Offering classes in emergency preparedness, response capabilities, first aid, CPR, AED, fire suppression, search and rescue procedures, basic triage, sandbagging, personal preparedness and mitigation programs.

**Volunteer service:** Engaging individuals in volunteer activities that support first responders, disaster relief groups, and community safety organizations. Volunteers would support local law enforcement, fire, emergency medical services, community public health efforts, and the four stages of emergency management: prevention, mitigation, response and recovery efforts.

**Disaster Response:** Coordinating volunteer efforts in assisting with communications (HAM radio operators in the Snoqualmie Valley Amateur Radio Club or SNOVARC), shelter operations (trained shelter workers and CERT volunteers), traffic control (CERTs and SNOVARC), and health issues (MRC). These responses would be done at the request of and under the direction of city officials or police/fire officials. Volunteers are not intended to replace professional emergency responders, nor constitute the city's primary emergency response capability. Rather, they serve as an important supplement to it and complement and enhance first-response capability when at the scene of an emergency by ensuring the safety of themselves and others. Volunteers can then assist first-response personnel as directed. Volunteers must keep their safety in mind as their first priority and must know their capabilities and the limitations of their training and equipment and work within those limitations as taught within the curriculum of the Training Programs.

MOU CARNATION 2023

**Activation:** Maintain a King County alert/phone tree and a computer database of volunteers. The database will include volunteer contact information, training records, logs, documents and current credentials. All credentialed volunteers will have a completed background check per CDCCC guidelines and requirements.

It is extremely important that all participants to this agreement understand the requirements of this agreement in full. The signatory of each party is responsible for ensuring the party's performance in compliance with this agreement ("responsible person"). In order to avoid misunderstanding(s) regarding a party's rights and responsibilities, each signatory shall institute a method for informing their successor about the terms of this agreement. After the new responsible person has reviewed the agreement, they will send a copy of the agreement dated and including the new responsible person's signature, to the other party and confirm receipt thereof. In this way, each party's responsible person will always know who the responsible person for the other party is.

**AGREEMENT**

The signatories below agree to the provisions above and will adhere to them during the course of this agreement. This agreement supersedes and replaces all previous agreements.

**For the City of Carnation**

\_\_\_\_\_  
Ashlyn Farnworth, Safety Liaison Date

\_\_\_\_\_  
Councilmember Adair Hawkins, Safety Committee Date

\_\_\_\_\_  
Councilmember Ryan Burrell, Safety Committee Date

**For the Carnation-Duvall Citizen Corps Council**

\_\_\_\_\_  
Kathleen Brasch, President Date



**AGENDA BILLS:**

c) AB23-31 Resolution: Definition of Alley





# CARNATION CITY COUNCIL AGENDA BILL

<b>TITLE:</b> Amendment to Correct CMC 15.08.010, Definitions: "Alley"	<b>Agenda Bill No.:</b>	<b>AB23-31</b>			
	<b>Type of Action:</b>	<b>MOTION</b>			
	<b>Origin: (Council/Manager)</b>	City Manager			
	<b>Agenda Bill Author:</b>	City Manager			
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>Planning Board Meeting Minutes from January 25, 2023.</li> <li>Ordinance 960</li> </ul>	<b>Date Submitted:</b>	03/07/23			
	<b>For Agenda of:</b>	03/07/23			
	<b>Expenditure Required:</b>	0			
	<b>Amount Budgeted:</b>	0			
	<b>Appropriation Required:</b>				
<p><b>SUMMARY STATEMENT AND DISCUSSION:</b></p> <p>On October 16, 2018, the Carnation City Council approved Ordinance 909 which was the adoption of high-density development regulations that were primarily applicable to the city's land use zones that support high density residential development. In amending the definitions in CMC 15.08.010 the definition of "alley" was overlooked. As such, the current definition is inconsistent with the definition provided in the current edition of the Carnation Street and Storm Sewer Standards and renders some of the intended results of the adopted HDDRs related rear lot access impossible to achieve. The requested action is that the City Council approve the <b>correction to this omission as a clerical error by motion</b>.</p> <p>The proposed definition is as follows:  <i>"Alley" is a public or private way, at the rear or side of property, permanently reserved as a means of vehicular or pedestrian access to a property.</i></p>					
<p><b>RECOMMENDED ACTION:</b> I move to approve Ordinance No. 909 amending the definition of "Alley" provided in Chapter 15.08 CMC to be consistent with the definition provided in Section I of the current edition of the City of Carnation Street and Storm Sewer Standards as was intended with the adoption of Ord. 909.</p>					
<p><b>LEGISLATIVE HISTORY:</b> At the October 4, 2022 City Council meeting the Council voted 5-0 to send the agenda bill to the Planning Board for review and recommendation. The Planning Board (minutes attached) recommended adopting the above definition of alley.</p>					
ACTION TAKEN					
MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
CARNATION, WASHINGTON, AMENDING SECTION  
15.08.010 DEFINITIONS OF BASIC TERMS TO CHANGE THE  
DEFINITION OF "ALLEY" TO RECONCILE WITH ITS  
DEFINITION IN THE CARNATION STREET AND STORM  
SEWER STANDARDS

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WHEREAS, City code and the City Street and Storm Sewer Standards contain differing definitions for "Alley" and the preferred definition is in the Standards,

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

**SECTION 1.** Carnation Municipal Code Section 15.08.010 Definition of basic terms  
"Alley" is amended to change the definition of "Alley" to read as follows:

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

**SECTION 2.** If any section or part of this Ordinance is declared unlawful, the remainder of this Ordinance shall remain in full force and effect.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CITY OF CARNATION

\_\_\_\_\_  
MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK

ORDINANCE NO.:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



# CITY OF CARNATION

4621 TOLT AVENUE • PO BOX 1238 • CARNATION, WA 98014-1238  
(425) 333-4192 phone • (425) 333-4336 fax • [www.carnationwa.gov](http://www.carnationwa.gov)

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## SPECIAL MEETING OF THE CARNATION PLANNING BOARD AGENDA

*Ron Lundeen   John Roberts*  
*Vacant   Caroline Habell   Vacant*

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**DATE:** January 25, 2023

**TIME:** 3:00 PM

**LOCATION:** CARNATION CITY HALL, COUNCIL CHAMBERS, 4621 TOLT AVENUE

**JOIN ONLINE:** <https://tinyurl.com/230125pb>

Meeting ID: 299 726 729 464

Passcode: wsCCtU

**OR CALL IN (AUDIO ONLY):**

1 (509) 724-0556

1 (833) 827-2625 (toll free)

Phone Conference ID: 423 379 845#

### AGENDA ITEMS:

1. CALL TO ORDER
2. ROLL CALL
3. Organizational Meeting: Election of Chairperson and Vice-Chairperson for 2023
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES: December 7, 2022.
6. CITIZEN COMMENTS AND REQUESTS: Comment may be provided orally by joining/calling the online meeting or in writing to [clerk@carnationwa.gov](mailto:clerk@carnationwa.gov).
7. NEW BUSINESS
  - a. Review of Current Zoning Map
  - b. Review and discussion of Future Zoning Map
  - c. Comprehensive Plan Updates & Timeline
  - d. Discussion on merging the Parks Advisory Board and the Planning Board
8. OLD BUSINESS
  - a. Mobile Food Vendor Regulations
9. OTHER
10. NEXT MEETING
  - a. February 28, 2023.
11. ADJOURNMENT

# ORGANIZATIONAL MEETING: ELECTION OF OFFICERS

## **CHAIRPERSON:**

*The presiding officer opens the table to nominations:*

I move to nominate Boardmember \_\_\_\_\_ to the position of Chairperson. (A second is not required for nominations).

*Presiding officer asks if there are any additional nominations. If so, repeat above motion. If not, the chair closes the table to nominations and a vote is taken.*

## **VICE-CHAIRPERSON:**

*The newly elected Chairperson opens the table to nominations:*

I move to nominate Boardmember \_\_\_\_\_ to the position of Vice-Chairperson. (A second is not required for nominations).

*Chairperson asks if there are any additional nominations. If so, repeat above motion. If not, the chair closes the table to nominations and a vote is taken.*

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# CITY OF CARNATION

4621 TOLT AVENUE • PO BOX 1238 • CARNATION, WA 980141238  
(425) 333-4192 phone • (425) 333-4336 fax • www.carnationwa.gov

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## SPECIAL MEETING OF THE CARNATION PLANNING BOARD MINUTES DECEMBER 7, 2022

*Ron Lundeen, Chairperson   John Roberts, Vice Chairperson  
Rhonda Ender   Caroline Habell*

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### 1. CALL TO ORDER AT 3:05 PM

Chairperson Ron Lundeen called the special meeting of the Carnation Planning Board to order at 3:05 PM.

### 2. ROLL CALL

Present: Chairperson Ron Lundeen, Vice-Chairperson John Roberts, Boardmember Rhonda Ender, Boardmember Caroline Habell, Planning Consultant Tim Woolett, and citizen present.

### 3. APPROVAL OF AGENDA

MOTION BY CHAIRPERSON RON LUNDEEN AND SECOND BY VICE-CHAIRPERSON JOHN ROBERTS TO APPROVE THE AGENDA AS PRESENTED. MOTION PASSED (4-0)

### 4. APPROVAL OF MINUTES

MOTION BY CHAIRPERSON RON LUNDEEN AND SECOND BY BOARDMEMBER RHONDA ENDER TO APPROVE THE OCTOBER 25, 2022 MINUTES AS PRESENTED. MOTION PASSED (4-0)

### 5. CITIZEN COMMENTS AND REQUESTS

Shane Fortney of Fortwest LLC, PO Box 522, Woodinville, WA 98072: Spoke about the limitations of public alley width versus what is possible on a property and how it's difficult to achieve density with Carnation's small lots.

### 6. PUBLIC HEARING

- a. Amendments to Carnation Municipal Code (CMC) Chapter 15.08 Basic Definitions and Interpretations.

Chairperson Lundeen asked if all persons who wished to be heard during the public hearing had signed-in to speak, described the hearing subject, opened the public hearing at 3:09 PM, and referred to the Rules of Order which were posted at the speaker's rostrum. City Planning Consultant Tim Woolett delivered the staff report and described the proposed Amendments to Carnation Municipal Code Chapter 15.08 Basic Definitions and Interpretations with regard to the definition of "alley".

STAFF REPORT SUMMARY: The current definition is inconsistent with the definition provided in the current edition of the Carnation Street and Storm Sewer Standards and renders some of the intended results of the adopted High Density Development Regulations related rear lot access impossible to achieve. The two definitions for "alley" provided in the city's development regulations are currently inconsistent and must be aligned. The proposed definition ins as follows:

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

Chairperson Lundeen called for any persons who wished to speak during the public hearing. No speakers came forward. The Planning Board had no additional concerns or comments. Chairperson Lundeen closed the public hearing at 3:20 PM.

MOTION BY CHAIRPERSON LUNDEEN AND SECOND BY VICE-CHAIRPERSON ROBERTS TO RECOMMEND THE CITY COUNCIL APPROVE AN ORDINANCE AMENDING CMC CHAPTER 15.08 BASIC DEFINITIONS AND INTERPRETATIONS REGARDING "ALLEY", BASED ON THE FOLLOWING FINDINGS AND CONCLUSIONS:

THE CARNATION PLANNING BOARD HAS CONSIDERED THE CRITERIA ENUMERATED UNDER CARNATION MUNICIPAL CODE SUBSECTION 15.100.030(E)(1) AND HAS FOUND THAT THE PROPOSED AMENDMENTS SATISFY THE REQUIREMENTS THEREIN; AND

THE PROPOSED AMENDMENTS ARE CONSISTENT WITH THE GROWTH MANAGEMENT ACT (CHAPTER 36.70A RCW); AND

THE PROPOSED AMENDMENTS ARE CONSISTENT WITH THE EXISTING GOALS AND POLICIES OF THE COMPREHENSIVE PLAN; AND

THE PROPOSED AMENDMENTS WILL HAVE A BENEFICIAL CUMULATIVE IMPACT UPON THE CITY; AND

CAPITAL FACILITIES AND INFRASTRUCTURE ARE AVAILABLE TO SUPPORT THE PROPOSED AMENDMENTS; AND

THE PLANNING BOARD HAS CONSIDERED CHANGES IN CIRCUMSTANCES THAT SUPPORT THE AMENDMENT INCLUDING REVISIONS TO POPULATION ESTIMATES, EXPANSION OR REDUCTION OF THE URBAN GROWTH AREA, ANNEXATION, NEW INFRASTRUCTURE AND CAPITAL FACILITIES, AND SIMILAR FACTORS; AND

THERE ARE NO PROBABLE SIGNIFICANT ADVERSE ENVIRONMENTAL IMPACTS THAT WOULD RESULT FROM THE PROPOSED AMENDMENTS.

MOTION PASSED UNANIMOUSLY (4-0).

- b. Amendments to Carnation Municipal Code Chapter 15.18 Land Use Approvals Part IV Design Review and Chapter 15.18 Land Use Approvals Part III Site Development Review.

Chairperson Lundeen asked if all persons who wished to be heard during the public hearing had signed-in to speak, described the hearing subject, opened the public hearing at 3:22 PM, and referred to the Rules of Order which were posted at the speaker's rostrum. City Planning Consultant Tim Woollett delivered the staff report and described the proposed Amendments to Carnation Municipal Code Chapter 15.18 Land Use Approvals Part IV Design Review and Chapter 15.18 Land Use Approvals Part III Site Development Review.

STAFF REPORT SUMMARY: In the case where a Site Development Review permit is required, a second permit application, a Design Review permit that is in some cases a Type II permit process is also required. These proposed amendments to the Design Review and Site Development Review codes are intended to eliminate duplicative permitting requirements. The proposed code revisions

provide that if a project subject to Design Review is also subject to site development review, the site development review will also be regarded as a design review.

Chairperson Lundeen called for any persons who wished to speak during the public hearing. No speakers came forward. The Planning Board had a brief discussion and amended a clerical error of Chapter 18.18 to Chapter 15.18, and had no additional concerns or comments. Chairperson Lundeen closed the public hearing at 3:25 PM.

MOTION BY CHAIRPERSON LUNDEEN AND SECOND BY BOARDMEMBER HABELL TO RECOMMEND THE CITY COUNCIL APPROVE AS AMENDED AN ORDINANCE AMENDING CMC CHAPTER 15.18 LAND USE APPROVALS PART IV DESIGN REVIEW AND CHAPTER 15.18 LAND USE APPROVALS PART III SITE DEVELOPMENT REVIEW BASED ON THE FOLLOWING FINDINGS AND CONCLUSIONS:

THE CARNATION PLANNING BOARD HAS CONSIDERED THE CRITERIA ENUMERATED UNDER CARNATION MUNICIPAL CODE SUBSECTION 15.100.030(E)(1) AND HAS FOUND THAT THE PROPOSED AMENDMENTS SATISFY THE REQUIREMENTS THEREIN; AND

THE PROPOSED AMENDMENTS ARE CONSISTENT WITH THE GROWTH MANAGEMENT ACT (CHAPTER 36.70A RCW); AND

THE PROPOSED AMENDMENTS ARE CONSISTENT WITH THE EXISTING GOALS AND POLICIES OF THE COMPREHENSIVE PLAN; AND

THE PROPOSED AMENDMENTS WILL HAVE A BENEFICIAL CUMULATIVE IMPACT UPON THE CITY; AND

CAPITAL FACILITIES AND INFRASTRUCTURE ARE AVAILABLE TO SUPPORT THE PROPOSED AMENDMENTS; AND

THE PLANNING BOARD HAS CONSIDERED CHANGES IN CIRCUMSTANCES THAT SUPPORT THE AMENDMENT INCLUDING REVISIONS TO POPULATION ESTIMATES, EXPANSION OR REDUCTION OF THE URBAN GROWTH AREA, ANNEXATION, NEW INFRASTRUCTURE AND CAPITAL FACILITIES, AND SIMILAR FACTORS; AND

THERE ARE NO PROBABLE SIGNIFICANT ADVERSE ENVIRONMENTAL IMPACTS THAT WOULD RESULT FROM THE PROPOSED AMENDMENTS.

MOTION PASSED UNANIMOUSLY (4-0).

## **7. OTHER**

- a. 2023 Goals: The Planning Board will continue to look at the 2024 Comprehensive Plan Update, but will be redirected to proposing a simpler version. Minor municipal code amendments will be needed during the year. Chairperson Lundeen would like to know what the city council would like the Planning Board to be working on, and of those items, a prioritized list of major and minor work. Other goals include an update to the Tolt Avenue Action Plan, an updated Economic Development Plan, customer service, rezone of the current city shop property located at 33100 NE 45<sup>th</sup> St, and regulations for mobile food vendors. Discussion took place. The Planning Board requested that staff provide real-world examples of proposed changes, issues that are restrictive, and what are the priorities of the citizens.
- b. The next two regular meetings of the Planning Board have been cancelled (December 27, 2022 and January 24, 2023), and a special meeting will be scheduled for January 25, 2023 at 3:00 PM.

## **8. ADJOURNMENT AT 4:43 PM**



Approved at the special meeting of the Carnation Planning Board on January 25, 2023.

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PLANNING BOARD CHAIRPERSON

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COMMUNITY DEVELOPMENT TECH, BECKY BUELNA

**AGENDA BILLS:**

d) AB23-32 Resolution: Repeal of Resolution 452





# CARNATION CITY COUNCIL

## AGENDA BILL

<b>TITLE:</b> A RESOLUTION repealing Resolution 452.	<b>Agenda Bill No.:</b>	AB23-32	
	<b>Type of Action:</b>	RESOLUTION	
	<b>Origin:</b> <i>(Council/Manager)</i>	City Manager	
	<b>Agenda Bill Author:</b>	City Manager	
	<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Resolution</li> </ul>	<b>Date Submitted:</b>	03/07/23
		<b>For Agenda of:</b>	03/07/23
		<b>Expenditure Required:</b>	0
<b>Amount Budgeted:</b>		0	
	<b>Appropriation Required:</b>	0	
<b>SUMMARY STATEMENT AND DISCUSSION:</b> The proposed resolution repeals Resolution 452 (AB22-53). Consistent with King County and other cities in the County, Carnation will repeal the vaccination requirements adopted during the COVID-19 pandemic.			
<b>RECOMMENDED ACTION:</b> Move to accept resolution repealing Resolution 452.			
<b>LEGISLATIVE HISTORY:</b>			
<b>ACTION TAKEN</b>			
<b>MOTION AS PROPOSED</b>			
<b>MOTION AS AMENDED</b>			
Motion made by:			
Motion made by:			
Second by:			
Second by:			
	YES Vote	NO Vote	
Hawkins			
Ribail			
Harris			
Burrell			
Green			
Passed/Failed			
Ordinance/Resolution No.:			
Ordinance/Resolution No.:			

RESOLUTION NO. 452

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CARNATION, WASHINGTON, ADOPTING A COVID-19  
VACCINATION POLICY FOR CITY WORKERS.

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WHEREAS, On February 29, 2020, Governor Jay Inslee issued Proclamation 20-05 declaring a state of emergency in all counties of the state related to the spread of the COVID-19 virus; and

WHEREAS, On March 6, 2020, the Carnation City Council declared the existence of an emergency within the City of Carnation related to the significant health risks posed by the COVID-19 virus; and

WHEREAS, On March 23, 2020, Governor Inslee issued a “Stay Home – Stay Healthy” order intended to reduce the spread and transmission of the COVID-19 virus, and has since issued several proclamations and orders related to the reopening of the state, including Proclamation 20-25.4 (“Safe Start-Stay Healthy”), Proclamation 20-25.14 (“Washington Ready”) and multiple amendments thereof; and

WHEREAS, The U.S. Centers for Disease Control and Prevention (“CDC”) and the Washington State Department of Health (“DOH”) have determined that the COVID-19 vaccines that have received emergency use authorization (“EUA”) or full authorization by the U.S. Food & Drug Administration (“FDA”) are safe and effective against infection with the coronavirus that causes COVID-19; and

WHEREAS, highly contagious COVID-19 variants are emerging, including the Delta variant, which, coupled with the continued significant numbers of unvaccinated people, is causing

high numbers of COVID-19 cases and hospitalizations to continue; and

WHEREAS, on August 9, 2021, Governor Inslee issued Proclamation 21-14 requiring state employees and health care workers to be fully vaccinated against Covid-19 by October 18, 2021 as a condition of employment; and

WHEREAS, On August 10, 2021, King County Executive Dow Constantine issued an Order requiring Covid-19 vaccination for all executive branch employees of King County by October 18, 2021 as a condition of employment; and

WHEREAS, On August 18, 2021, Governor Inslee issued a directive expanding the vaccination requirements of Proclamation 21-14 to all employees working in K-12 education, most childcare and early learning facilities, and higher education, and re-imposing a statewide mask mandate for all individuals regardless of vaccination status in public indoor spaces; and

WHEREAS, in order to provide and maintain a safe workplace, protect the health of employees and their families, and protect the community at large from the risks of COVID-19, the City Council finds it will have a beneficial effect upon the health, safety, and welfare of Carnation to require City Workers to be fully vaccinated; and

WHEREAS, For City employees who are members of a bargaining unit, this Policy is subject to good faith bargaining between the City and the bargaining unit prior to going into effect; NOW, THEREFORE,

IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARNATION AS FOLLOWS:

Section 1.     Adoption of a City of Carnation Mandatory COVID-19 Vaccination Policy.

The Carnation City Council hereby adopts the City of Carnation Mandatory COVID-19 Vaccination Policy dated October 5, 2021, attached as Exhibit A and incorporated by this reference as if set forth in full.

Section 2.     Severability. If any one or more sections, subsections, or sentences of this

resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this resolution and the same shall remain in full force and effect.

Section 3. Effective Date. This resolution shall take effect and be in full force immediately upon its passage and adoption by the City Council.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 5<sup>th</sup> DAY OF OCTOBER, 2021.

CITY OF CARNATION

Kimberly Lisk

Kimberly Lisk (Oct 7, 2021 14:06 MDT)

MAYOR, KIMBERLY LISK

ATTEST/AUTHENTICATED:

Mary Madole

CITY CLERK, MARY MADOLE

RESOLUTION NO.:.....452

City of Carnation  
Mandatory COVID-19 Vaccination Policy

Effective Date: October 5, 2021

**PURPOSE**

The purpose of this Mandatory COVID-19 Vaccination Policy is to ensure that all employees of the City of Carnation ("City") and all other Workers who work at the City are fully vaccinated against SARS-CoV-2, the novel coronavirus that causes COVID-19 infections. The U.S. Centers for Disease Control and Prevention ("CDC") and the Washington State Department of Health ("DOH") have determined that the COVID-19 vaccines that have received emergency use authorization ("EUA") or full authorization by the U.S. Food & Drug Administration ("FDA") are safe and effective against infection with the coronavirus that causes COVID-19. Individuals have the choice to receive or not receive COVID-19 vaccines that are authorized under an EUA; however, the FDA only requires that this information be given to potential vaccine recipients by the vaccine provider; it does not prohibit entities such as employers from imposing vaccination requirements.

**SCOPE**

This mandate is a condition of employment or contracting with the City that is applicable to all City "Workers," which includes any person engaged to work as an employee, independent contractor, service provider, volunteer, or through any other formal or informal agreement to provide goods or services, whether compensated or uncompensated, but does not include a visitor or patron. Also, independent contractors are exempt from this Policy if they do not perform any work at a location that is: 1) owned, leased, or used by the City; and 2) no other City Workers are present at the location(s) where the independent contractors are performing work. Independent contractors are also exempt if they are physically present at a City site for only a short period of time and any moments of close physical proximity to others onsite are fleeting; examples include contractors delivering supplies by truck to a construction site where they remain physically distanced from others on the site or a driver for a contracted shipping and delivery service briefly entering a site to pick up parcels for shipping.

This Policy shall be effective for non-represented City employees, volunteers, independent contractors, and service providers on the Effective Date set forth above. For City employees who are members of a bargaining unit, this Policy is subject to good faith bargaining between the City and the bargaining unit prior to going into effect.

**POLICY**

No later than 4:00 p.m. on November 23, 2021, all Workers are required to provide acceptable proof to the City Manager that they have received either the second dose in a two-dose series of a COVID-19 vaccine authorized for emergency use, licensed, or otherwise approved by the FDA (e.g., Pfizer-BioNTech or Moderna) or that they have received a single-dose of a COVID-19 vaccine authorized for emergency use, licensed, or otherwise approved by the FDA (e.g., Johnson & Johnson (J&J)/Janssen. City employees who have not been vaccinated as of the Effective Date of this Policy are entitled to use up to an hour of paid time off per injection to receive their vaccinations, and up to three (3) days of paid time off to recover from any adverse effects of their vaccinations. The paid time off referenced in this Policy is not deducted from the employee's regular leave banks, and shall be recorded as "COVID-19 PTO" on their timesheets.

Workers who fail to provide acceptable proof of vaccination on or before 4:00 p.m. on November 23, 2021 will be separated from employment effective as of the end of the work day on November 30, 2021.

Anyone applying to become a Worker whose start date would be on or after November 30, 2021 is required to provide proof of full vaccination prior to their start date. "Full vaccination" means that it has been at least two weeks since an individual has received either the second dose in a two-dose series of a COVID-19 vaccine authorized for emergency use, licensed, or otherwise approved by the FDA (e.g., Pfizer-BioNTech or Moderna) or a single-dose of a COVID-19 vaccine authorized for emergency use, licensed, or otherwise approved by the FDA (e.g., Johnson & Johnson (J&J)/Janssen). Additionally, if the CDC, DOH, FDA, or the local health district recommends booster vaccinations, Workers and applicants will need to receive the recommended booster vaccinations at the recommended intervals and provide proof of receipt of the booster vaccination in order to maintain their status as fully vaccinated.

Acceptable proof of full vaccination against COVID-19 includes:

- CDC COVID-19 Vaccination Record Card or photo of the card;
- Documentation of vaccination from a health care provider or electronic health record;
- State immunization information system record; or
- For an Individual who was vaccinated outside of the United States, a reasonable equivalent of any of the above.

Personal attestation is not an acceptable form of verification of COVID-19 vaccination. The City may select which form of proof of full vaccination listed above is acceptable to the City; for example, the City may require an employee to provide an electronic health record or State immunization information system record instead of a CDC COVID-19 Vaccination Record Card.

Workers seeking an exemption from this Policy due to a disability, or because of a sincerely held religious belief, must submit a completed Request for Accommodation form to the City Manager to begin the interactive process no later than October 19, 2021. Applicants in need of a reasonable accommodation must submit a completed Request for Accommodation form to the City Manager to begin the interactive process within two (2) days after the date of the offer of employment. Accommodations will be granted if they are required by any applicable law or ordinance, provided that the accommodation does not cause the City undue hardship or pose a direct threat to the health and safety of others.

Workers who are not fully vaccinated on or before 4:00 p.m. on November 23, 2021 will no longer be employed by, or qualified to contract with, the City after November 23, 2021 unless they have been approved for a reasonable accommodation that includes exempting them from this vaccination requirement on or before November 23, 2021. Applicants who have not provided proof that they have been fully vaccinated or who have not received a reasonable accommodation exempting them from this vaccination requirement shall not be eligible for hire.



**CITY OF CARNATION**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION REPEALING RESOLUTION 452.**

**WHEREAS**, the City Council adopted in 2021 Resolution 452, imposing COVID-19 Vaccination as condition of employment for all City Employees; and

WHEREAS, King County eliminated its COVID 19 mandate as condition of employment for County employees on February 6, 2023; and

WHEREAS, other cities in King County have already eliminated this requirement while others are in the process of eliminating COVID-19 vaccination for their employees; and

WHEREAS, the City will continue to monitor any risk factors that may impact the labor force and or the larger community;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Carnation, Washington as follows:

1. Repeal Resolution 452/ COVID-19 vaccination as condition of employment.

CITY OF CARNATION

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MAYOR, JIM RIBAIL

ATTEST/AUTHENTICATED:

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CITY CLERK, LORA WILMES

RESOLUTION NO.:.....

**AGENDA BILLS:**  
e) AB23-33 Motion: Contract with City Manager





# CARNATION CITY COUNCIL

## AGENDA BILL

<b>TITLE:</b> A RESOLUTION to accept Amendment #1 to Ana Cortez Contract with the City of Carnation.	<b>Agenda Bill No.:</b>	AB23-33	
	<b>Type of Action:</b>	RESOLUTION	
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Amendment #1</li> </ul>	<b>Origin:</b> <i>(Council/Manager)</i>	City Manager	
	<b>Agenda Bill Author:</b>	City Manager	
	<b>Date Submitted:</b>	03/07/23	
	<b>For Agenda of:</b>	03/07/23	
	<b>Expenditure Required:</b>		
	<b>Amount Budgeted:</b>		
	<b>Appropriation Required:</b>		
<b>SUMMARY STATEMENT AND DISCUSSION:</b> Ana Cortez, City Manager has requested the following amendments to her contract: <ol style="list-style-type: none"> <li>1. Two-year term for her contract with the City of Carnation to serve as City Manager. The new term will be from January 1, 2023, to December 31, 2024.</li> <li>2. The new contract outlines a new severance clause.</li> <li>3. The new contract provides 80 hours of Executive Leave for manager and her team.</li> <li>4. The new contract includes a \$300 additional housing allowance per month.</li> <li>5. The new contract includes a DRS Employee matching contribution not to exceed \$1,000 per month.</li> </ol> <p>Salary adjustments</p>			
<b>RECOMMENDED ACTION:</b> Motion to accept Amendment 1 of the contract between Ana Cortez and the City of Carnation for provision of City Management services.			
<b>LEGISLATIVE HISTORY:</b>			
<b>ACTION TAKEN</b>			
<b>MOTION AS PROPOSED</b>		<b>MOTION AS AMENDED</b>	
Motion made by:		Motion made by:	
Second by:		Second by:	
	YES Vote	NO Vote	
Hawkins			Hawkins
Ribail			Ribail
Harris			Harris
Burrell			Burrell
Green			Green
Passed/Failed			Passed/Failed
Ordinance/Resolution No.:		Ordinance/Resolution No.:	

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF CARNATION, WASHINGTON AND ANA CORTEZ  
AMENDMENT #1**

The following terms from the contract signed on September 30, 2021 are changed; elements not included in this amendment remain unaffected.

(1) New Contract Term

The original contract is now defined by a period of twenty four (24) months beginning on January 1, 2023 and ending on December 31, 2024.

(2) Renewal

The City may renew or extend this contract at any time. If the City will not renew the contract, it shall provide notice to Ana Cortez six months prior to the end of the term.

(3) Termination

- a) A lump sum payment equivalent to the reminder balance of the contract for full compensation including:
  - a. Salary
  - b. Housing allowance
  - c. Holidays
  - d. Employer pension contributions
  - e. Employee pension contributions
  - f. Unused vacation leave.
- b) COBRA coverage for 4 months.

(4) Executive Leave

The City Manager as other members of the Executive team shall receive 80 hours each year for executive leave in recognition of evening, weekend and holiday work. The Executive Leave will not be carried from year to year nor will it be cashed out upon separation. Executive Leave will be provided on January 1 of each year to the City Manager and other members of the Executive Team.

(5) Housing Allowance

The City Manager shall receive a \$1,000 housing allowance each month.

(6) Employee Pension Contribution

The City shall contribute 50% of the employee DRS contribution up to \$1,000/month.

(7) Salary Adjustments

- a) 01.1.2023      2.5% Merit Increase- associated to the City Manager's 11.1.2022 review.
- b) 01.1.2024      Merit increase To be set at 11.7.2023 performance review.

CITY OF CARNATION

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION ACCEPTING AMENDMENT #1 TO THE CONTRACT BETWEEN THE CITY OF CARNATION AND ANA CORTEZ FOR CITY MANAGER SERVICES**

**WHEREAS**, the City Council wishes to stabilize the City Manager’s Office in the City of Carnation; and

**WHEREAS**, the City Council understands the deep and complex internal changes that have to occur to ensure the sustainability of the City; and

**WHEREAS**, the City Council wishes to continue the momentum created by the City Manager and her Executive Team; and

**WHEREAS**, Whereas, the City Council’s evaluation of the City Manager has been affirmative; and

**WHEREAS**, the City Council and the City Manager have an excellent working relationship;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Carnation, Washington as follows:

1. The City Council adopt amendment #1 of the contract between the City of Carnation and Ana Cortez.

CITY OF CARNATION

\_\_\_\_\_  
MAYOR, JIM RIBAIL

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, LORA WILMES

RESOLUTION NO.:.....



# CARNATION CITY COUNCIL AGENDA BILL

<b>TITLE:</b> A Motion authorizing City Manager to enter into and negotiate a contract with KPG Psomas for construction management and design for the McKinley CIP Project for an amount not to exceed \$326,132.04.	<b>Agenda Bill No.:</b>	AB23-35
	<b>Type of Action:</b>	MOTION
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Local Agency Contract</li> </ul>	<b>Origin:</b> <i>(Council/Manager)</i>	City Manager
	<b>Agenda Bill Author:</b>	City Manager's Office
	<b>Date Submitted:</b>	3/2/2023
	<b>For Agenda of:</b>	3/7/2023
	<b>Expenditure Required:</b>	\$326,132.04
	<b>Amount Budgeted:</b>	\$326,132.04
	<b>Appropriation Required:</b>	

**SUMMARY STATEMENT AND DISCUSSION:**

After a competitive RFP process, KPG Psomas was selected to design and help with construction management efforts for the McKinley Capital Improvement Project. This project will include much coordination between the City and near by development to ensure this project stays on schedule. Grants were secured for this project and the amount for this project will be cost recovery through the Transportation Improvement Board and the Community Development Block Grant.

**RECOMMENDED ACTION:** I move to authorize City Manager to enter into and negotiate a contract with KPG Psomas for construction management and design for the McKinley CIP Project for an amount not to exceed \$326,132.04.

**LEGISLATIVE HISTORY:**

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

**AGENDA BILLS:**

f) AB23-34 Motion: Real Estate Disposition Policy







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

<b>TITLE:</b> A motion adopting an internal policy for municipal real estate disposition.	<b>Agenda Bill No.:</b>	AB23-34
	<b>Type of Action:</b>	MOTION
	<b>Origin:</b> <i>(Council/Manager)</i>	City Manager
	<b>Agenda Bill Author:</b>	City Manager
	<b>Date Submitted:</b>	03/07/23
	<b>For Agenda of:</b>	03/07/23
	<b>Expenditure Required:</b>	0
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Property Inventory</li> <li>• Appraisal</li> </ul>	<b>Amount Budgeted:</b>	0
	<b>Appropriation Required:</b>	N/A
	<b>SUMMARY STATEMENT AND DISCUSSION:</b> <p>CED has developed an inventory of parcels owned by the City. The City Manager wishes to sell properties that are not essential to sustain public infrastructure and that are not integral to the implementation of City priorities. There are two models for selling real estate. 1. RFP and 2. Direct Sale. The City Manager wishes to receive guidance from the Council on its preference for disposition of land.</p> <p>The use of a public, competitive RFP process allows the city to guide future use by using Purpose as key criteria for selling property. Direct sale only focuses on price and limits how the City may influence future uses</p>	
<b>RECOMMENDED ACTION:</b> I move to adopt an internal policy to dispose all real estate through a public RFP process that ensure future Purpose of use that is consistent with the City's vision of Carnation and secondarily on price.		
<b>LEGISLATIVE HISTORY:</b>		
<b>ACTION TAKEN</b>		
<b>MOTION AS PROPOSED</b>		<b>MOTION AS AMENDED</b>
Motion made by:		Motion made by:
Second by:		Second by:
	YES Vote	NO Vote
Hawkins		
Ribail		
Harris		
Burrell		
Green		
Passed/Failed		
Ordinance/Resolution No.:		Ordinance/Resolution No.:

**AGENDA BILLS:**

g) AB23-35 Motion: McKinley KPG Psomas





# CARNATION CITY COUNCIL AGENDA BILL

<b>TITLE:</b> A Motion authorizing City Manager to enter into and negotiate a contract with KPG Psomas for construction management and design for the McKinley CIP Project for an amount not to exceed \$326,132.04.	<b>Agenda Bill No.:</b>	AB23-35
	<b>Type of Action:</b>	MOTION
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Local Agency Contract</li> </ul>	<b>Origin:</b> <i>(Council/Manager)</i>	City Manager
	<b>Agenda Bill Author:</b>	City Manager's Office
	<b>Date Submitted:</b>	3/2/2023
	<b>For Agenda of:</b>	3/7/2023
	<b>Expenditure Required:</b>	\$326,132.04
	<b>Amount Budgeted:</b>	\$326,132.04
	<b>Appropriation Required:</b>	

**SUMMARY STATEMENT AND DISCUSSION:**

After a competitive RFP process, KPG Psomas was selected to design and help with construction management efforts for the McKinley Capital Improvement Project. This project will include much coordination between the City and near by development to ensure this project stays on schedule. Grants were secured for this project and the amount for this project will be cost recovery through the Transportation Improvement Board and the Community Development Block Grant.

**RECOMMENDED ACTION:** I move to authorize City Manager to enter into and negotiate a contract with KPG Psomas for construction management and design for the McKinley CIP Project for an amount not to exceed \$326,132.04.

**LEGISLATIVE HISTORY:**

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

# Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): KPG Psomas Inc.	
Address 3131 Elliott Ave., Suite 400, Seattle, WA 98121	Federal Aid Number
UBI Number 604-635-123	Federal TIN or SSN Number 95-2863554
Execution Date	Completion Date 12/31/2024
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title South McKinley Street Improvement Project	
Description of Work  This work will provide design and construction support services for roadway improvements and associated work within the City of Carnation for the subject project. Roadway improvements will include design of standard width pavement travel lanes and pedestrian facilities along S McKinley Street including stormwater conveyance and parallel parking within the typical section where space allows.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Total Amount Authorized: \$326,132.04 Management Reserve Fund: 0 Maximum Amount Payable: \$326,132.04	

## Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Carnation hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

### **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

### **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

### **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

**If to AGENCY:**

Name:  
Agency:  
Address:  
City: State: Zip:  
Email:  
Phone:  
Facsimile:

**If to CONSULTANT:**

Name: Kelsey Anderson  
Agency: KPG Psomas Inc.  
Address: 3131 Elliott Avenue, Suite 400  
City: Seattle State: WA Zip: 98121  
Email: Kelsey.Anderson@psomas.com  
Phone: 206-286-1640  
Facsimile:

**IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:



## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
  2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.  
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: [ConsultantRates@wsdot.wa.gov](mailto:ConsultantRates@wsdot.wa.gov).  
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.  
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
  3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:



4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
  5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
  6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

Agreement Number:

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Agreement Number:

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

## **VIII. Nondiscrimination**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964  
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973  
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973  
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975  
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987  
(Public Law 100-259)
- American with Disabilities Act of 1990  
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## **IX. Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

Agreement Number:

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties 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, situated in the county in which the AGENCY is located.

Agreement Number:

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Agreement Number:

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

#### Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:  
Agency:  
Address:  
City:                      State:              Zip:  
Email:  
Phone:  
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

Agreement Number:

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. 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 SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY 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 this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

Agreement Number:



## **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

## **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Agreement Number:

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number:

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

Agreement Number:

***Exhibit A  
Scope of Work***

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Project No.

See Exhibit A-1 for Design Services and Exhibit A-2 for Construction Support Services, next page.

Agreement Number:

EXHIBIT A-1

CITY OF CARNATION  
SOUTH MCKINLEY STREET IMPROVEMENT PROJECT  
DESIGN SERVICES  
PROJECT NO. 9CAR010200

SCOPE OF WORK

*March 1, 2023*

**A. PROJECT DESCRIPTION / BACKGROUND**

McKinley Street is a two-lane minor street. The project limits extend from E Eugene St to Blanche St intersection. The project length is approximately 800 LF along centerline.

This task order will develop a design to complete a gap of standard width pavement travel lanes and pedestrian facilities along S McKinley Street with the nearby Developer frontage improvements. This work will include stormwater conveyance and parallel parking within the typical section where space allows.

This project has Transportation Improvement Board (TIB) Grant Funding for both design and construction as well as Federal Community Development Block Grant (CDBG) funding through the US Department of Housing and Urban Development (HUD) for Construction. This project must be produced in conformance with related laws and authorities with the associated funding sources for design and construction.

**B. ASSUMPTIONS**

The following are project assumptions:

- The City will be coordinating and completing all required Environmental Permitting and Cultural Resources on this project.
- The Developer will be constructing nearby Water main reconstruction prior to City Project.
- No ROW acquisition will be required for proposed roadway improvements.
- The pavement typical section will be per City standards and no geotechnical pavement design is required. A pavement design analysis and full deliverable geotech report for pavement design is NOT included in this project scope.
- Horizontal and vertical datums utilized will be NAD83/2011 and NAVD88 respectively.

**C. KPG PSOMAS DELIVERABLES**

Deliverables prepared by the Consultant are identified at the end of each work element.

**D. CITY OF CARNATION PROVIDED ITEMS:**

The City of Carnation will provide / prepare the following:

- Any adjacent development permits, plans, consultations, reports available through public records.
- Submittal reviews, comments, and approvals (one (1) compiled set per submittal)
- As-built plans, GIS maps, or other existing mapping available

## EXHIBIT A-1

- Boiler plate City Contract specifications (word format)

### E. SCOPE OF WORK

#### WORK ELEMENT 1 – MANAGEMENT / COORDINATION / ADMINISTRATION

- 1.1. The Consultant will provide continuous project management for the project duration through the final design phase (estimate 10 months) and will prepare and update the project schedule using Microsoft Project (estimate 2 updates).
- 1.2. The Consultant will provide continuous management and administration of all subconsultants included in this scope of work.
- 1.3. The Consultant will set-up and facilitate monthly check-in meetings and/or email correspondence between KPG Psomas, City staff, grant representatives at TIB and KC, and subconsultant using Microsoft Teams and Outlook (estimate 10 meetings).
- 1.4. The Consultant will provide independent quality assurance / quality control (QA/QC) reviews of all work deliverables prior to submittal to the City.

#### *Work Element 1 Deliverables:*

- *Monthly Progress Reports*
- *Monthly Invoices*
- *Critical Path Project Schedule (Electronic PDF)*

#### WORK ELEMENT 2 – SURVEY AND BASE MAPPING

##### **Limits of the survey shall be as follows:**

**Approximately 800 LF along S McKinley Street from intersection of E Eugene Street to intersection of Blanche Street to City right-of-way lines.**

- 2.1. The Consultant shall establish horizontal and vertical control points along the corridor and within the project limits described above.
- 2.2. The Consultant will provide mapping work to prepare 1"=20' topographic base map and digital terrain model (DTM) in AutoCAD Civil 3D format of the project within the limits described below. The survey will be oriented to horizontal and vertical datums of NAD83/2011 and NAVD88 respectively.
- 2.3. The Consultant shall research and complete calculations for ROW centerline alignment and ROW lines.

## EXHIBIT A-1

- 2.4. The Consultant shall complete field work and provide base map for pothole locations conducted by third party locate and pothole service company. The third-party pothole services is not included in this project.
- The Following items shall be mapped during field survey within project limits:
    - Edge of pavement, flow lines, sidewalks, and curbs where present
    - Utility castings within ROW and project limits
    - Driveways, stairs, utility poles, and other visible features
    - Trees (greater than 8" DBH) within the limits of work
    - Utility locates shall be mapped – per private utility locate consultant from curb to back of walk
  - The Intersections to be survey mapped include:
    - Four corners and radius returns of E Eugene Street
    - Four corners and radius returns of Myrtle Street
    - Four corners and radius returns of Blanche Street
  - One-foot contours generated from the DTM.

### *Work Element 2 Deliverables:*

- *Electronic basemap in KPG AutoCAD Civil 3D 2022 format*

### **WORK ELEMENT 3 – PRELIMINARY DESIGN**

- 3.1. The Consultant shall prepare 30% Preliminary Plans for review and approval by the City. The 30% Plans will be formatted to provide sufficient detail for convenient field layout of all proposed improvements and will set the horizontal project envelope baseline. City Standard Details and WSDOT Standard Plans will supplemented with project specific details as required. The City will review the 30% submittal and confirm the project includes all desired elements and will provide the basis for final design. Plans will include:
- Coversheet - Title and Index with a vicinity map (1 sheet)
  - Legends, Abbreviations, Survey Control and General Notes (3 sheets)
  - Typical Sections and Details (2 sheets)
  - Site Preparation and Temporary Erosion and Sediment Control (TESC) Plan (2 sheets)
  - Roadway Plans (4 sheets)
  - Existing Roadway Profile – Proposed at Final Design (2 sheets)
  - Drainage Plans (No Profile) (2 sheets)
- 
- 16 Total Sheets
- 3.2. The Consultant shall calculate quantities and prepare a preliminary construction cost estimate in support of the 30% Plans.



## EXHIBIT A-1

### *Assumptions:*

- *Consultant assumes there will be no roadway and/or pedestrian lighting requirements within project limits. All existing lighting on franchise utility poles will be left in place or relocated with any utility conflicts for roadway and pedestrian improvements.*

### *Work Element 3 Deliverables:*

- *30% Submittal: Half-size (11"x17") Plans and Engineer's Construction Cost estimate (Electronic PDF)*

## **WORK ELEMENT 4 – STORMWATER MANAGEMENT**

- 4.1. The Consultant shall review existing stormwater systems within the limits of the project and document applicable stormwater regulations, standards, hydrology and hydraulic design criteria per City of Carnation requirements and the current WDOE Stormwater Management Manual for Western Washington. Threshold discharge areas (TDAs) will be delineated based on existing outfalls and drainage systems to determine applicability of the stormwater management requirements for the project.
- 4.2. The Consultant shall prepare a draft and Final Technical Information Report (TIR) in accordance with the current WDOE Stormwater Management Manual for Western Washington. The draft TIR will not include conveyance pipe analysis. The draft TIR Plan will be submitted with the 30% preliminary design submittal. The Final TIR will be finalized concurrent with final design.
- 4.3. The Consultant shall identify and layout up to three potential alternatives for meeting stormwater management requirements for City review and discussion. The design of the stormwater conveyance and management system is included in Tasks 3 and 7.
- 4.4. The Consultant shall incorporate required revision comments made by NMFS into the final stormwater design plan per WDOE Stormwater Management Manual for Western Washington, National Environmental Policy Action (NEPA), Section 7 of the Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

### *Assumptions:*

- *The use of infiltration and natural areas adjacent to the project site is unknown and may require additional analysis to determine feasibility.*
- *The City will be completing all Environmental permitting on this Project. The Stormwater Design and deliverables will be provided to City in support of their Environmental permitting requirements.*

## EXHIBIT A-1

### *Work Element 4 Deliverables:*

- *Draft and Final TIR Drainage Report which shall include required information in support of Federal Environmental Permitting Process (electronic PDF)*
- *Figures for up to three alternatives for preliminary stormwater management design (electronic PDF)*

### **WORK ELEMENT 5 – COMMUNITY OUTREACH**

- 5.1. The Consultant shall prepare presentation materials which may include mailer flyers or online project information support to present the project vision to the Community.
- 5.2. The Consultant shall conduct one site meeting visit with residential or commercial property owner(s) along the corridor of the project limits to discuss the impacts to the properties and restoration requirements.

### *Assumptions:*

- *Assume one mailer flyer and one online outreach project update.*
- *Assume one day site visit to meet with multiple owners as needed.*

### *Work Element 5 Deliverables:*

- *Mailer Flyer with Project Description and Typical Section (Electronic PDF)*
- *Project Description and Typical Section for Online Outreach Publication (Electronic PDF)*

### **WORK ELEMENT 6 – UTILITY COORDINATION**

- 6.1. The Consultant shall prepare franchise utility project notification letters and vicinity maps to notify franchise utilities of required City/Consultant project coordination and anticipated project schedule. The Consultant will compile franchise utility record drawings and identify utility locations within project limits. The Consultant shall schedule and coordinate with the utility providers and City to determine any conflicts with proposed City Project. The Consultant shall prepare minutes of all meetings with utility providers documenting decisions and coordination. (Assume 6 meetings)
- 6.2. The Consultant shall prepare Pothole Plans of anticipated utility crossing and conflicts with existing utilities and proposed improvements and provide them to the Utilities between 60% and 100% final design. The third-party pothole services is not included in this project.
- 6.3. The Consultant shall meet and coordinate with franchise utilities for relocation design of existing underground and overhead facilities in conflict with the proposed project features. The Consultant shall reflect these conflicts and specification requirements in the final design plans.

### *Assumptions:*

- *Assume the following utilities are within the Project Limit*

## EXHIBIT A-1

- *Water – City*
- *Sewer – City*
- *Power – PSE*
- *Gas – PSE*
- *Communications – Lumen and Comcast*

### *Work Element 6 Deliverables:*

- *Utility Notification Letters (Electronic PDF)*
- *Pothole Plans (one submittal): Half-size (11"x17") Plans (Electronic PDF)*

## **WORK ELEMENT 7 – FINAL DESIGN**

- 7.1. Prepare 60% Plans, Specifications, and Cost Estimate. The 60% Plans will be formatted to provide sufficient detail for convenient field layout of all proposed surface and utilities. City Standard Details and WSDOT Standard Plans will supplement the project specific details as required. Plan information will include:

- Coversheet - Title and Index with a vicinity map (1 sheet)
- Legends, Abbreviations, Survey Control and General Notes (3 sheets)
- Typical Sections and Details (2 sheets)
- Site Preparation and Temporary Erosion and Sediment Control (TESC) Plan (2 sheets)
- Roadway Plans (4 sheets)
- Roadway Profile (2 sheets)
- Drainage Plans and Profiles (3 sheets)
- Restoration Plans (2 sheets)

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19 Total Sheets

- 7.2. The Consultant will prepare 100% (draft bid) Check Set Plans, Specifications, and Estimate. The 100% Plans will incorporate comments from previous 60% submittal, as applicable. Plans will be formatted to provide sufficient detail for convenient field layout of all proposed facilities. City Standard Details and WSDOT Standard Plans will be supplemented with specific details as required. The Plan information will include:

- Coversheet - Title and Index with a vicinity map (1 sheet)
- Legends, Abbreviations, Survey Control and General Notes (3 sheets)
- Typical Sections and Details (2 sheets)
- Site Preparation and Temporary Erosion and Sediment Control (TESC) Plan (2 sheets)
- Roadway Plans (4 sheets)
- Roadway Profile (2 sheets)
- Drainage Plans and Profiles (3 sheets)
- Driveway Profiles (1 sheet)
- Restoration Plans (2 sheets)
- Traffic Control / Detour Plans (3 sheets)

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23 Total Sheets

## EXHIBIT A-1

- 7.3. The Consultant shall prepare bid documents for advertisement and award by the City. The Consultant shall coordinate bid documents to Builders Exchange (BXWA).
- 7.4. Consultant will prepare addenda and respond to bidders questions relayed through the City. It is assumed that the Consultant will prepare up to two (2) addenda.

### *Work Element 7 Deliverables:*

- *60% Submittal: Half-size (11"x17") Plans, Specifications, and Engineer's Construction Cost estimate (Electronic PDF)*
- *100% (Draft Bid) Submittal: Half-size (11"x17") Plans, Specifications, and Engineer's Construction Cost estimate (Electronic PDF)*
- *Bid Documents: Half-size (11"x17") Plans, Specifications, and Engineer's Construction Cost estimate (Electronic PDF)*
- *Prepare responses for up to (4) bidder questions (incl. with Addenda)*
- *Prepare up to two (2) Addendum Packages.*
- *Prepare Bid Tabulation.*
- *Conformed Documents: (5) hard copies of half-size (11x17) and Specifications, and (1) full-size (22x34) Bid Plans at City Request.*

### **WORK ELEMENT 8 – GEOTECHNICAL INFILTRATION SERVICES (see attached)**

- 8.1. See attached Subconsultant Scope Description

### **ADDITIONAL SERVICES**

The City may require additional services of the Consultant. This work may include items identified in the current task authorizations as well other items, which may include, but are not necessarily limited to the following:

- Additional Topographic Survey Services.
- Geotechnical reconnaissance and investigation for pavement section considerations.
- ROW Plans and Services.
- Illumination evaluation and design.
- Construction management and inspection services.
- Record Drawings at construction closeout.
- Any additional services requested from the City.

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the Consultant shall provide a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

EXHIBIT A-2  
CITY OF CARNATION  
SOUTH MCKINLEY STREET IMPROVEMENT PROJECT

**Construction Support Services**

**PROJECT NO. 9CAR010200**

**SCOPE OF WORK**

*February 13, 2023*

This work will provide construction support services for construction of roadway improvements and associated work within the City of Carnation (CITY) for the subject project. Improvements will include standard width pavement travel lanes and pedestrian facilities along S McKinley Street. This work will include stormwater conveyance and parallel parking within the typical section where space allows.

A detailed scope for the Contract follows:

**INTRODUCTION**

The following scope of services and associated costs are based upon the assumptions outlined below.

**General Assumptions:**

- The CONSULTANT will include one full-time Construction Services onsite construction observer, and one part-time Resident Engineer, and one part-time Documentation Specialist, as needed to support the successful completion of the project.
- The CONSULTANT'S level of service is based on project duration of approximately **70 working days of construction, with part time effort for 5 days of preconstruction and 10 days of closeout.**
- The CONSULTANT will develop, manage and deliver a completed Record of Materials (ROM).
- The CITY will review and execute the insurance, bonds and the Construction Contract.
- All Community Outreach will be completed by the CITY.
- The CONSULTANT will assist the CITY with review of RAM's, shop drawings, and answering RFI's. These services will be performed in accordance with the Contract Plans & Special Provisions, WSDOT Local Agency Guidelines (LAG), the WSDOT Construction Manual, and City of Carnation engineering standards.
- Relocation of franchise utilities is anticipated. If needed, franchise utilities will provide field inspection for all work surrounding the construction or relocation of their utility systems. The CITY will coordinate franchise utility inspection.

## EXHIBIT A-2

### SCOPE OF WORK

The objective and purpose of this Construction Management Services Agreement is for the CONSULTANT to successfully deliver the construction of the Project to the CITY by ensuring that the improvements are constructed in accordance with the approved Plans and Specifications, as may be amended or revised, that all the required Project documentation is accounted for, and ultimately that the CITY can receive a successful review by all agency standards.

#### TASK 1 – MANAGEMENT / COORDINATION / ADMINISTRATION

Part-time Project Manager shall monitor project progress, assist with scheduling resources, and track budget throughout project lifespan.

Provide monthly invoicing reports. This effort will include the following elements:

- Review monthly expenditures and Construction Management (CM) team scope activities. Prepare and submit invoices to the CITY describing CM services provided each month.

##### Task 1 Deliverables:

- *Monthly invoices*

#### TASK 2 – CONSTRUCTION ADMINISTRATION (PART-TIME – 17 WEEKS)

A limited amount of time has been budgeted to assist the CITY with coordination and preparation items in advance of the start of construction. The tasks identified for assistance are:

**CITY Meeting:** Prior to the Pre-Construction Conference, the CONSULTANT will attend a coordination meeting with the CITY to meet the project team and discuss project details and expectations.

**Pre-Construction Conference:** The CONSULTANT will prepare an agenda for, distribute notices of, and attend a Pre-Construction Conference in the CITY's offices or virtually if necessary. Distribution list shall be provided by the CITY.

The CONSULTANT's Construction Services staff members will attend the Pre-construction Conference. The CONSULTANT will prepare a written record of the meeting and distribute copies of the notes to all attendees and affected agencies, staff, etc.

At the Pre-Construction Conference, the CITY shall facilitate discussions with the Contractor concerning the plans, specifications, schedules, franchise utilities, unusual conditions, Federal, State, and local requirements, and any other items that will result in better project understanding among the parties involved.

**Pre-Construction Photos:** Will be taken on the first day that the CONTRACTOR mobilizes to the site, as part of the onsite observer's first scheduled workday.

**Review Plans and Specifications:** The CONSULTANT will review the Contract plans and specification prior to the start of construction.

## EXHIBIT A-2

**Prepare Hard and Electronic Files:** The CONSULTANT will prepare all necessary files to administer the project.

**Prepare ROM:** The CONSULTANT will prepare a modified ROM and will maintain the ROM through the project duration.

**Prepare Templates:** The CONSULTANT will prepare all necessary templates as required by the Contract, except for the ROM template, official correspondence (memos, letters, etc.), and meeting agendas. The CITY will provide these other templates.

**Utility Coordination:** Efforts on utility coordination shall primarily be led by the CITY.

### **Construction Management Office Support (part time)**

Original documentation will be housed at the CITY's office. A copy of working files will be maintained digitally in the CONSULTANT's office. Hard copies of paperwork received in the field (import tickets, TCS reports, etc.) shall be delivered to the CITY at the completion of the project, along with a digital copy of any electronic files generated by the CONSULTANT.

Document Control will consist of the following:

- **Materials Certification:** KPG's onsite construction observer to visually verify materials on-site or Contractor to provide documentation as needed/ required.
- **Project Coordination:** Liaison with CITY, Contractor, Designer, Utilities and property owners as needed/ requested by CITY to discuss project issues and status.
- **Plan Interpretations:** Provide technical interpretations of the drawings, specifications, and Contract Documents, and evaluate requested deviations from the approved design or specifications as related to the civil scope. Coordinate with CITY for resolution of issues involving scope, schedule, and/or budget changes.
- **Weekly Meetings:** CITY will lead weekly meetings through completion of the project. CONSULTANT's responsibilities including preparation of agenda, meeting minutes, and distribution of minutes to attendees. Outstanding issues to be tracked on a weekly basis.
- **Initial Schedule Review:** Perform detailed schedule review of Contractor provided CPM for conformance with the Contract Documents.
- **Submittals:** Submittals will be logged, distributed, and tracked by the CONSULTANT as they are received. Coordinate review process for shop drawings, samples, traffic control plans, test reports, and other submittals from the Contractor for compliance with the contract documents. Distribute as necessary to the appropriate representatives for review and approval. CONSULTANT will provide limited review

## EXHIBIT A-2

capacity for submittals. CITY to share in review process on case-by-case basis.

- **Request for Information (RFI):** CONSULTANT will assess and distribute RFI's to the appropriate representatives for review. RFI's shall be logged and tracked by the CONSULTANT.
- **Lump Sum Breakdown:** Evaluate Contractors' Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Lump Sum Breakdowns for payment each month will be calculated with detailed data provided by CONSULTANT.
- **Monthly Pay Requests:** Assist in preparation of monthly requests for payment based on CONSULTANT provided documentation, review with the CITY, and Contractor. CITY to approve and distribute. Utilize CITY-provided format for pay estimates.
- **Change Management:** Assist CITY in development and tracking of RFP's, field work directives, and change orders and provide technical assistance to negotiate changes and assist in resolution of disputes which may occur during the course of the project. Change management will be logged and tracked by CONSULTANT.

It is expected that the effort to provide all of the above items will be well outside of the budgeted allowance of 8 hours/week for the Resident Engineer and Documentation Specialist. As-such, the CONSULTANT shall diligently work to support the CITY in the project's management, and will complete as much of the project tasks as possible within the allowable budget. The CITY's staff will need to actively participate in collaborative management of the above items and all other construction administration as-needed to ensure success of the project.

### *Task 2 Deliverables:*

- *Pre-Construction agenda*
- *Project templates for use by CONSULTANT and CITY during project duration*
- *Modified Record of Material ("ROM lite") for assistance in tracking submittals for materials permanently incorporated into the project.*
- *Hard copies of project documentation generated in the field (tickets, TCS reports, etc.) for filing by the CITY*
- *Digital copies of all CONSULTANT-generated documentation through the life of the project (Weekly Statements of Working Days, Progress Payments, Tracking Logs, etc.) for filing by the CITY*

### **TASK 3 – FIELD OBSERVATION (Full Time – 14 weeks / Part Time 3 weeks)**

#### **3.1 Construction Field Observation:**

The CONSULTANT shall provide the services of one (1) full-time onsite Construction



## EXHIBIT A-2

Observer during construction activities. CONSULTANT staff shall oversee the work on the project site, and will observe the technical progress of the construction, including providing day-to-day contact with the Contractor and the CITY.

The CONSULTANT's field inspection staff will perform the following duties as a matter of their daily activities:

- i. Observe technical conduct of the construction, including providing day-to-day contact with Contractor, CITY, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The CONSULTANT's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the Standard Specifications.
- ii. Inspect material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, and notify Contractor of noncompliance.
- iii. Document all material delivered to the job site in accordance with the LAG Manual & Construction Manual.
- iv. Prepare daily inspection reports, recording the Contractor's operations as actually observed by the CONSULTANT; includes quantities of work placed that day, Contractor's equipment and crews, and other pertinent information. All daily inspection reports will adhere to WSDOT Local Agency Guidelines & Construction Manual.
- v. Prepare field records and documents to help assure the Project is administered in accordance with funding agency requirements. CONSULTANT will use their measurement and payment information for development of monthly pay estimates.
- vi. Attend and actively participate in regular weekly construction meetings.
- vii. Call in to daily construction check-ins with CITY staff. Daily check-ins will occur around 3:30 p.m. and last approximately 30 minutes.
- viii. Take periodic digital photographs during the course of construction, and record locations.
- ix. Monitor the Contractor's temporary traffic control operations for compliance with the Contract Documents and CITY Standards.
- x. Punch List: Upon substantial completion of work, coordinate with the CITY and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.

### *Assumptions*

- The CONSULTANT will provide observation services for up to 8 hours a day; the time that the Contractor's personnel are on-site. The Onsite Observer's work schedule will be approved by the CITY.
- The CONSULTANT's monitoring of the Contractor's activities is to ascertain whether they are performing the work in accordance with the Contract Documents; in case of noncompliance, CONSULTANT will reject non-conforming work, and pursue remedies in the interests of the CITY, as detailed in the Contract Documents. The CONSULTANT cannot guarantee the Contractor's performance,

## EXHIBIT A-2

and it is understood that CONSULTANT shall assume no responsibility for: proper construction means, methods, techniques; project site safety, safety precautions or programs; or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or CITY's expectations.

- **Substantial Completion:** Upon substantial completion of work, the CONSULTANT will coordinate with the CITY and other affected agencies, to perform a project inspection and develop a comprehensive list of deficiencies or 'punch list' of items to be completed. A punch list and Certificate of Substantial Completion will be prepared by the CONSULTANT and issued by the CITY. Subsequent reviews of ongoing punch list completion are the responsibility of the CITY and are excluded from this scope.

### *Task 3 Deliverables:*

- Daily Construction Reports with project photos – submitted on a weekly basis
- Punch List, Certificate of Substantial Completion

## PROJECT CLOSEOUT

Other than punch list generation (Task 3.2), two additional days of onsite observation for activities occurring after Substantial Completion has been granted are included in this scope.

## MATERIAL TESTING - HWA Geosciences

Material testing shall be supplied by the CONSULTANT or their separately-contracted subconsultant. CONSULTANT shall manage all coordination of testing needs and scheduling.

## PSIPE

Plant establishment (PSIPE) support is excluded from this scope.

## TASK 5 – Management Reserve

Zero hours have been budgeted for expenses beyond the limited scope as provided in this document, and/or to cover additional efforts required outside the assumptions identified in the scope.

## ADDITIONAL SERVICES

Additional services requested by the CITY will be performed only when authorized by the CITY. Authorization to perform additional services will be in writing, specifying the work to be performed, and basis of payment. Items such as Community Outreach Public Meetings, Ribbon Cutting

## EXHIBIT A-2

Ceremony, claims analysis, surveying, services during shutdown periods of non-working days, and services for extended working days are examples of possible additional services.

**Exhibit B**  
**DBE Participation**

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A UDBE Participation Plan is not required  
Although not required, HWA GeoServices has UDBE status  
Certification: #D5F0024692

Agreement Number:

**Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

See Scope, Exhibit A-1

B. Roadway Design Files

See Scope, Exhibit A-1

C. Computer Aided Drafting Files

See Scope, Exhibit A-1

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

All project related files are subject to review by the City of Carnation.

E. Specify the Electronic Deliverables to Be Provided to the Agency

All files will be delivered to the City of Carnation by FTP, or external drive upon request.

F. Specify What Agency Furnished Services and Information Is to Be Provided

The City will provide pdf and electronic documents of the environmental requirements both local and federal, as required. As well as other permits, and right-of-way commitments, as needed.

Agreement Number:

## II. Any Other Electronic Files to Be Provided

See part E.

## III. Methods to Electronically Exchange Data

Email, FTP, OneDrive, or external drive as requested.



A. Agency Software Suite

N/A

B. Electronic Messaging System

Microsoft Outlook

C. File Transfers Format

Hard files in banker boxes at project completion. Electronic files by OneDrive, FTP, or external drive if requested by the City.

**Exhibit D**  
**Prime Consultant Cost Computations**

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KPG Psomas Cost Computations - (D-1-Design Services) (D-2-Construction Support Services)  
KPG Psomas Rate Table  
KPG Psomas Indirect Cost Rate Acceptance Letter from WSDOT

Agreement Number:



EXHIBIT B-1

**EXHIBIT D-1 - Design Services**  
**PRIME CONSULTANT COST COMPUTATIONS**  
 Client: City of Camarillo  
 Project: S McKinley St Improvement Project  
 KPG P.somas Inc. PROJECT NUMBER: 9CAR010200  
 Date: 3/1/2023

Task No.	Task Description	Labor Hour Estimate																Total Hours and Labor Cost Computations by Task							
		Principal	Engineering Manager	Senior Engineer	Senior Project Engineer	Project Engineer III	Project Engineer II	Project Engineer I	Design II	Design I	Senior Project Manager	Survey	Survey Crew II (W/Equip)	Project Surveyor	Urban Design Manager	Project Landscape Architect	Senior Construction Manager	CAD Manager	Senior CAD Technician	Business Manager	Senior Admin	Office Admin	Office Assistant	Hours	Totals
		\$93,91	\$82,73	\$71,00	\$87,00	\$52,00	\$57,75	\$49,00	\$46,00	\$44,00	\$82,73	\$85,76	\$54,00	\$86,02	\$51,00	\$80,76	\$59,30	\$45,34	\$41,00	\$88,52	\$44,00	\$34,00	\$27,04		
<b>Task 1 Project Management/Coordination/Administration (10 Months)</b>																									
1.1	Project Management Administrative Services		4				10							2						6	10			30	\$ 1,699.54
1.2	Internal Project Management and Coordination (1 per month)		6				10																	18	\$ 1,205.92
1.3	Project Coordination with City, TIB, and KC (1 per month)		6				10																	16	\$ 1,073.86
1.4	Internal QA/QC Review						2																	8	\$ 600.06
	<b>Task Total</b>	0	16	0	0	0	32	0	0	0	0	0	2	0	0	6	0	0	0	0	0	0	0	72	\$ 4,579.40
<b>Task 2 Survey and Basemapping</b>																									
2.1	Horizontal and Vertical Control																							14	\$ 813.46
2.2	Topographic Mapping																							74	\$ 5,070.42
2.3	Establish Right-of-Way																							14	\$ 813.46
2.4	Pathologic Survey																							16	\$ 1,118.24
	<b>Task Total</b>	0	0	0	0	0	0	0	0	0	6	40	72	0	0	0	0	0	0	0	0	0	0	118	\$ 7,815.58
<b>Task 3 Preliminary Design</b>																									
3.1	30% Design Plans		8	8				40		24								12	8				140	\$ 7,427.92	
3.2	30% Cost Estimate		2				4			8													22	\$ 1,140.46	
	<b>Task Total</b>	0	10	8	0	0	44	48	0	32	0	0	0	0	0	0	0	12	8	0	0	0	162	\$ 8,568.38	
<b>Task 4 Stormwater Management</b>																									
4.1	Complete Existing Data and Core Requirements							16																16	\$ 784.00
4.2	Stormwater Design Report							40																40	\$ 1,960.00
4.3	Stormwater Management Preliminary Design and Sizing							16																16	\$ 784.00
4.4	Stormwater Environmental Review Comments							16																16	\$ 784.00
	<b>Task Total</b>	0	0	0	0	0	0	88	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	88	\$ 4,312.00
<b>Task 5 Community Outreach</b>																									
5.1	Mailers to Community Members (one mailer)							4																24	\$ 1,336.16
5.2	One Site Meeting							4																20	\$ 1,132.16
	<b>Task Total</b>	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	44	\$ 2,468.32
<b>Task 6 Utility Coordination</b>																									
6.1	Utility Coordination Meetings (6 meetings)						8		6															14	\$ 726.00
6.2	Pothole Plans																							8	\$ 352.00
6.3	Utility Coordination Adjustments and Relocations						24		16															40	\$ 2,090.00
	<b>Task Total</b>	0	0	0	0	0	32	0	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	62	\$ 3,168.00
<b>Task 7 Final Design</b>																									
7.1	60% Plans, Specifications, & Estimate		2				24	100	16															170	\$ 8,482.18
7.2	Draft Bid Plans, Specifications, & Estimate		2				32	48	16															122	\$ 6,192.18
7.3	Bid Document Plans, Specifications & Estimate		2				30	32	8															84	\$ 4,407.32
7.4	Bidding Support			2			8																	10	\$ 604.00
	<b>Task Total</b>	0	6	2	0	0	94	180	40	40	0	0	0	28	0	20	0	0	0	0	0	0	0	386	\$ 19,685.68
<b>Task 8 Geotechnical Infiltration Services - See Landau Scope &amp; Cost Comps Attached</b>																									
																								0	\$ -
	<b>Task Total</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
	<b>Total Labor Hours and Fee</b>	0	32	10	0	0	202	324	0	102	6	40	72	18	48	6	32	8	8	6	26	0	0	932	\$ 50,697.36

	ICR Overhead @ 1.7337% =	\$ 87,720.65
	Fixed Fee @ 30% =	\$ 15,179.21
	<b>Total KPG Psomas (DL + OH + Fixed Fee) =</b>	<b>\$ 153,497.22</b>
<b>Subconsultants</b>		
Lundau - Geotechnical Infiltration Services (Task B)		\$ 15,058.44
Utility Locales		\$ 2,500.00
	Subtotal	\$ 17,558.44
	Administrative Charge (5%)	\$ 877.92
	<b>Total Subconsultant Expense</b>	<b>\$ 18,436.36</b>
<b>Reimbursable Direct Non-Salary Costs</b>		
	Mileage at current IRS rate	\$ 150.00
	Reproduction Allowance	
	<b>Total Reimbursable Expense</b>	<b>\$ 150.00</b>
	<b>Total Estimated Budget</b>	<b>\$ 172,083.58</b>





**EXHIBIT D-2 - Construction Services Support**  
**PRIME CONSULTANT COST COMPUTATIONS**

Client: City of Carnation  
 Project: S McKinley St Improvement Project  
 KPG Psomas Inc. PROJECT NUMBER: 9CAR010200  
 70 working days + 1 week startup and 2 weeks closeout  
 Date: 2/13/2023

Task No.	Task Description	Labor Hour Estimate										Total Hours and Labor Cost Computations by Task		
		Senior Construction Manager	Senior Resident Engineer	Engineer Resident	Assistant Resident Engineer	Senior Observer	Construction Observer III	Construction Observer II	Construction Observer I	Technician	Document Control Specialist II	Senior Admin	Hours	\$
<b>Task 1 - MANAGEMENT / COORDINATION / ADMINISTRATION (17 Weeks)</b>														
1.1	Project Management and Administrative Services	9										7	16	\$ 1,034.84
1.2	Prepare, review and submit monthly expenditures	3										3	6	\$ 374.28
	<b>Task Total</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>22</b>	<b>\$ 1,409.12</b>
<b>Task 2 - Construction Administration (17 Weeks)</b>														
2.1	Preliminary meetings, project support, QA/QC	4	20										54	\$ 2,888.04
2.2	Construction Management Office Support (8hrs/wk for RE/Doc)	14	112			10							238	\$ 12,750.64
2.3	Closeout	4	32			4							72	\$ 3,831.04
	<b>Task Total</b>	<b>22</b>	<b>164</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>164</b>	<b>364</b>	<b>\$ 19,449.72</b>
<b>Task 3 - Field Observation and Punchlist (14 weeks FT / 3 weeks PT)</b>														
3.1	Construction Inspection (8 hrs/day + Pre-con)							560					560	\$ 26,320.00
3.2	Punchlist Preparation							8					8	\$ 376.00
3.3	Closeout Inspection							16					16	\$ 752.00
	<b>Task Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>584</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>584</b>	<b>\$ 27,448.00</b>
	<b>Total Labor Hours and Fee</b>	<b>2,746</b>	<b>9,307</b>	<b>0</b>	<b>0</b>	<b>28,106</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,708</b>	<b>440</b>	<b>\$ 48,306.84</b>
		ICR Overhead @ 1.7337% = \$ 83,749.57												
		Fixed Fee @ 30% = \$ 14,492.05												
		Total KPG Psomas (DL + OH + Fixed Fee) = \$ 146,548.46												
		<b>Subconsultants</b>												
		HWA Material Testing \$ 7,000.00												
		Subtotal \$ 7,000.00												
		Administrative Charge (0%) \$ -												
		Total Subconsultant Expense \$ 7,000.00												
		<b>Reimbursable Direct Non-Salary Costs</b>												
		Mileage at current IRS rate \$ 500.00												
		Reproduction Allowance \$ 500.00												
		Total Reimbursable Expense \$ 500.00												
		Total Estimated Budget \$ 154,048.46												



**KPG Psomas Inc.**  
**Summary of Negotiated Costs**  
**Effective January 1, 2023 through December 31, 2023**

Classification	Est Direct Salary	Office Overhead @173.37%	Fee @ 30% of DL	2023 Inclusive Rate
	Costs (DSC)	Of DSC	of DSC	(Rounded to \$1)
Principal	93.91	162.81	28.17	285
Engineering Manager	82.73	143.43	24.82	251
Senior Engineer	71.00	123.09	21.30	215
Senior Project Engineer	67.00	116.16	20.10	203
Project Engineer III	62.00	107.49	18.60	188
Project Engineer II	57.75	100.12	17.33	175
Project Engineer I	49.00	84.95	14.70	149
Design Engineer II	46.00	79.75	13.80	140
Design Engineer I	44.00	76.28	13.20	133
Engineering Technician	37.69	65.34	11.31	114
Technician	33.60	58.26	10.08	102
Engineering Assistant	30.23	52.40	9.07	92
Senior Project Manager Survey	82.73	143.43	24.82	251
Survey Crew II (W/Equip)	85.78	148.72	25.73	260
Survey Crew I (W/Equip)	67.50	117.02	20.25	205
Field Surveyor I	30.25	52.44	9.08	92
Field Surveyor II	40.25	69.78	12.08	122
Field Surveyor III	47.75	82.78	14.33	145
Survey Assistant	30.25	52.44	9.08	92
Project Surveyor	54.00	93.62	16.20	164
Surveyor I	30.00	52.01	9.00	91
Surveyor II	40.00	69.35	12.00	121
Surveyor III	45.00	78.02	13.50	137
Urban Design Manager	66.02	114.46	19.81	200
Project Landscape Architect	51.00	88.42	15.30	155
Landscape Technician	33.48	58.04	10.04	102
Landscape Assistant	29.81	51.68	8.94	90
Senior Transportation Planner	62.50	108.36	18.75	190
Transportation Planner	37.54	65.08	11.26	114
Senior Construction Manager	80.76	140.01	24.23	245
Construction Manager	61.00	105.76	18.30	185
Senior Resident Engineer	56.75	98.39	17.03	172
Resident Engineer	51.00	88.42	15.30	155
Assistant Resident Engineer	47.60	82.52	14.28	144
Senior Construction Observer	63.00	109.22	18.90	191
Construction Observer III	47.00	81.48	14.10	143
Construction Observer II	43.00	74.55	12.90	130
Construction Observer I	35.00	60.68	10.50	106
Construction Technician	30.23	52.40	9.07	92
Document Control Specialist II	47.00	81.48	14.10	143
Document Control Specialist I	40.00	69.35	12.00	121
Document Control Admin	34.32	59.50	10.30	104
Construction Assistant	24.96	43.27	7.49	76
CAD Manager	59.39	102.97	17.82	180
Senior CAD Technician	45.34	78.61	13.60	138
CAD Technician	41.00	71.08	12.30	124
Business Manager	58.52	101.46	17.56	178
Senior Admin	44.00	76.28	13.20	133
Office Admin	34.00	58.95	10.20	103
Office Assistant	27.04	46.88	8.11	82

Subs billed at cost plus 5%.  
Reimbursables billed at actual costs.  
Mileage billed at the current approved IRS mileage rate.



**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

May 5, 2022

KPG, P.S.  
3131 Elliott Avenue, Suite 400  
Seattle, WA 98121

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Susan Rowe:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 173.37% (0.27% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Stambaugh Ness, Inc. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON  
Contract Services Manager

EKJ:ah

## **Exhibit E**

### **Sub-consultant Cost Computations**

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If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

HWA GeoServices - \$7,000.00 - see Exhibit A-2, page 6.

Landau Associates - \$15,058.44 - see attached scope of work.

Agreement Number:





January 27, 2023

KPG Psomas  
3131 Elliott Avenue #400  
Seattle, WA 98121

Attn: Ms. Kelsey Anderson, PE

Transmitted via email to: *kelsey.anderson@psomas.com*

**Re: Proposal for Geotechnical Engineering Services  
McKinley Avenue  
Carnation, Washington**

Dear Ms. Anderson:

Landau Associates, Inc. (Landau) is pleased to submit this proposal for geotechnical engineering services in support of the McKinley Avenue project, located along McKinley Avenue from East Eugene Street to Blanche Street in Carnation, Washington (site).

This proposal has been prepared with information provided by KPG Psomas (KPG; project civil engineer).

## **Project Understanding**

In order to create safe pedestrian walkways and streets, the City of Carnation (City; project owner) plans to construct a formal conveyance collection system, impervious sidewalk and parking, and curb and gutter along the two-block site. Landau will complete an infiltration evaluation of existing site soils with supplementary information from previous projects in the area.

## **Proposed Scope of Services**

Landau's proposed scope of services includes the following tasks:

1. Coordinate the clearance of underground utilities at the proposed exploration locations. Landau will mark the locations in the field and contact the Washington Utilities Coordinating Council's "One Call" locating service. Landau also will hire a private utility-locating service.
2. Develop a traffic control plan and apply for a City right-of-way (ROW) permit. Review and approval of the permit application could take several weeks.
3. Advance up to four direct-push borings along the McKinley Avenue right-of-way. Borings will be advanced 15 feet below ground surface or to practical refusal, whichever is

encountered first. Landau personnel will monitor the explorations, collect representative soil samples, and maintain detailed logs of the subsurface soil and groundwater conditions observed. Landau will subcontract the drill rig and operator.

4. Perform geotechnical laboratory testing on select soil samples obtained from the explorations. Landau anticipates that its laboratory testing program will include six grain size distribution analyses (mechanical sieve) and six moisture content determinations.
5. Assess the feasibility of infiltrating stormwater on site. Landau will provide depth-to-groundwater measurements and preliminary design infiltration rates.
6. Prepare a technical memorandum, summarizing the results of the field investigation, laboratory testing, and infiltration evaluation. Landau will submit a draft memorandum for the design team's review and comment. Upon receipt, comments will be addressed, and Landau will issue a final memorandum, signed and sealed by the project engineer.

### **Assumptions**

- Fieldwork can be completed on weekdays during standard business hours (i.e., no nighttime or weekend fieldwork will be required).
- Landau will obtain a right of way permit with all fees waived by the City.
- This scope of services does not include pavement design.
- This scope of services does not include onsite infiltration testing (i.e., pilot infiltration testing), monitoring wells, groundwater monitoring, and groundwater mounding analyses.
- Draft and final technical memoranda will be provided electronically in Adobe® PDF format.

### **Schedule**

Landau can begin fieldwork within 3 weeks of receiving written notice to proceed. The draft technical memorandum will be submitted 3 weeks after laboratory testing has been completed. Verbal recommendations can be provided sooner. Landau will submit the final memorandum 3 days after receiving comments on the draft.

### **Terms of Service and Cost Estimate**

Services will be provided in accordance with the terms presented in Landau's General Conditions, which are attached and hereby made part of this agreement. Landau proposes to provide its services on a time-and-materials basis for a fee of \$15,058.44, as detailed in Table 1 (attached). Landau will not exceed its budget without KPG's written authorization.

### **Authorization**

To authorize Landau's services, please sign in the space provided on page four and return a complete copy of this proposal, or authorize by your preferred method.

## Closing

We appreciate the opportunity to submit this proposal and anticipate its favorable review. If you have questions or comments, please contact Lance Levine at 360.791.3178 or at llevine@landauinc.com.

LANDAU ASSOCIATES, INC.



Lance Levine, PE  
Senior Engineer



Calvin McCaughan, PE  
Principal

LGL/CAM

[\\EDM\DATA02\PROPOSALS\C\_CARNATION\2023-01\_MCKINLEY AVENUE\MCKINLEY AVENUE GEOTECHNICAL SERVICES PROPOSAL 1.27.2023.DOCX]

Attachments: Fee Summary Table  
General Conditions

### AUTHORIZATION

The scope of services and contractual conditions as described in this proposal and its attachments are accepted and Landau Associates, Inc. is authorized to proceed.

By \_\_\_\_\_  
Signature\* Printed

For \_\_\_\_\_  
Firm\* Date

\*Name of person with contractual authority and firm responsible for payment of Landau Associates, Inc. billing.

KPG Psomas  
McKinley Avenue  
Carnation, Washington

# Exhibit E

Fee Summary Table  
 McKinley Avenue  
 Camanion, Washington

Cost of Labor by Task											
	Principal	Senior	Project	Senior Staff	Project Coordinator	CAD/GIS Technician	Totals	Direct Labor	Indirect Costs (Overhead @ 222.81%)	Profit 30% (DL)	Total Labor Costs
<b>Task 4.0 Geotechnical Analysis</b>											
<i>Field Exploration</i>											
Field Exploration Management		2					2	\$110.00	\$245.09	\$33.00	\$388.09
Drilling Preparation (locates, traffic control plans, permits, etc.)		6		5			11	\$534.35	\$1,190.59	\$160.31	\$1,885.24
Field Explorations				12			12	\$490.44	\$1,092.75	\$147.13	\$1,730.32
<i>Geotechnical Field Explorations and Laboratory Testing</i>											
Geotechnical Analysis		4		2			6	\$301.74	\$672.31	\$90.52	\$1,064.57
Reporting	2	8		6	2	2	20	\$1,040.42	\$2,318.16	\$312.13	\$3,670.71
Project Management, Meetings, Administrative Support		4		4			8	\$374.00	\$833.31	\$112.20	\$1,319.51
<b>Total</b>	2	24	0	25	6	2	59	\$2,850.95	\$6,352.20	\$855.29	\$10,058.44
<b>Rate by Position</b>											
Principal	\$93.75	\$55.00	\$47.36	\$40.87	\$38.50	\$45.35					
Senior	\$187.50	\$1,320.00	\$0.00	\$1,021.75	\$231.00	\$90.70					
Project	\$417.77	\$2,941.09	\$0.00	\$2,276.56	\$514.69	\$202.09					
Senior Staff	\$56.25	\$396.00	\$0.00	\$306.53	\$69.30	\$27.21					
Project Coordinator	\$661.52	\$4,657.09	\$0.00	\$3,604.84	\$320.00						
<b>DIRECT COSTS</b>											
Vehicle Use (mileage)								\$100.00			
Misc. Field Supplies								\$50.00			
Laboratory Testing								\$1,000.00			
<b>Total - Direct Costs</b>								<b>\$1,150.00</b>			
<b>SUBCONTRACTED SERVICES *</b>											
Drilling Subcontractor								\$3,500.00			
ROW Permit								\$0.00			
Private Utility Locating								\$350.00			
<b>Total - Subcontracted Services</b>								<b>\$3,850.00</b>			
<b>Total</b>								<b>\$15,058.44</b>			

\* Includes 12 percent markup on subcontracted services.



## GENERAL CONDITIONS



**SERVICES TO BE PROVIDED** – Landau Associates agrees to provide Client, for Client’s sole benefit and exclusive use, the consulting services identified in Landau Associates’ proposal (the Services). The proposal, together with these general conditions, form the Agreement under which the Services will be performed and shall have control over any other forms or agreements unless expressly modified in writing and signed by Client and Landau Associates. This Agreement gives no rights or benefits to anyone other than Client and Landau Associates. The Services are limited to those expressly set forth in the proposal. If a service is not specifically identified, it is expressly excluded. Landau Associates shall have no other obligations, duties, or responsibilities except as expressly provided in this Agreement. Client expressly agrees that Landau Associates shall have no responsibility for construction means, methods, or safety.

**DIFFERING CONDITIONS** – Landau Associates shall be entitled to rely on the accuracy and completeness of all testing, services, reports, data, and other information furnished by Client regarding the project site. If Landau Associates believes that any condition encountered at the site or during the course of the project is inaccurate or differs materially from that indicated, reflected, or referred to at the time of Landau Associates’ proposal, Landau Associates shall notify Client within a reasonable time. Such differing conditions shall include but are not limited to: access, physical conditions such as subsurface conditions or underground utilities, condition of existing structures, and the presence of asbestos or any substance or material categorized as hazardous or toxic by federal, state, or local laws and regulations. Landau Associates shall not be required to continue performing the Services until such time as a change in compensation, time for performance, and/or other resolution of the differing condition has been mutually agreed to by Client and Landau Associates.

**OWNERSHIP OF DOCUMENTS** – Unless otherwise agreed as evidenced by mutual written confirmation, all logs, notes, calculations, reports, and other documents (“Work Product”) prepared by Landau Associates are instruments of service and are the property of Landau Associates. Client is responsible for appropriate use of the Work Product and recommendations by Landau Associates. Any and all such Work Product and recommendations are provided for the specific project(s), as identified; any reuse of the same for extensions of a project, or disregard for or deviation from Landau Associates’ recommendations, or for use on any other project, shall be at Client’s sole risk and without liability to Landau Associates. Client shall not, absent prior written agreement, use any Landau Associates Work Product if Landau Associates’ Services have been terminated prior to completion or Landau Associates has not been paid in full. Client shall release, defend, indemnify, and hold Landau Associates harmless from all claims, losses, liabilities, damages, expenses, and costs arising out of the unauthorized use or reuse of the Work Product.

**STANDARD OF CARE** – Landau Associates’ services will be performed with the degree of skill and diligence normally employed by engineering or other professionals performing similar services in the project area at the time Services are performed. No other warranty or representation, either express or implied, is included or intended in our proposals, contracts, reports, and communications.

**INSURANCE** – Landau Associates, at its own expense, carries professional liability, workers’ compensation, and employer’s liability coverage as required by applicable state law, and general liability insurance, including automobile liability. The amount of insurance available may vary from year to year. The professional liability insurance is written on a claims-made basis. If Client desires insurance coverage in addition to that carried by Landau Associates at the time of the Agreement, Landau Associates will cooperate to obtain such additional insurance, if available, at Client’s expense.

**LIMITATION OF LIABILITY** – Landau Associates shall not be liable for loss or damage occasioned by delays beyond its control, or for loss of earnings, loss of use, or other incidental or consequential damages suffered by Client or others, however caused. Landau Associates’ liability under this Agreement shall be limited as follows: (a) for insured liabilities arising out of Landau Associates’ negligence, to the amount of the insurance then available to fund any settlement, award, or verdict; (b) for uninsured liabilities, to an amount not to exceed the total fee paid under this Agreement or \$50,000, whichever is greater.

For services involving subsurface explorations including excavations and drilled borings, Landau Associates will use good-faith efforts to identify subsurface utilities and structures through the following methods: Review of Client-provided information (which Landau Associates shall be entitled to rely on), notifying the Utility Notification Center to request the marking of public utilities, and contracting with private locating services to mark private utilities and public utilities not marked on private property by utilities responding to the Utility Notification Center location request. Landau Associates shall not be liable for damage to utilities or other subsurface structures not identified through its good-faith efforts, including, but not limited to, non-conductible utilities that cannot generally be located using standard locating techniques.

**PERSONAL LIABILITY** – No employee of Landau Associates shall incur personal liability to Client related to the Services.

**INDEMNIFICATIONS** – Client acknowledges that Landau Associates is not responsible for the creation or presence of contamination or pollution, if any, at the property. Client agrees to release, indemnify, and defend Landau Associates and any of its officers and employees from and against any claim, suit, action, or liability due to or related to contamination conditions at the property except to the extent such claim, suit, action, or liability is caused by the negligence of Landau Associates. For the purposes of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release, or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, surface water, or sediment of or near the property. Landau Associates will promptly notify Client of contamination conditions, if identified.

**SITE SUPERVISION** – Landau Associates has no overall supervisory authority or actual and/or direct responsibility for the specific working conditions at the site and/or for any hazards resulting from the actions of any trade contractor. Unless expressly provided in the scope of services, Landau Associates has no duty to inspect, supervise, note, correct, or report any health or safety deficiencies of Client, contractors, or other entities or persons at the project site not employed or subcontracted by Landau Associates.

**PAYMENT** – Invoices for Landau Associates' services will be issued monthly, payable upon receipt. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred by Landau Associates in collecting any delinquent amount shall be paid by Client. If the Client fails to pay any invoice within thirty (30) days of the invoice date and such failure continues fifteen (15) days after Landau Associates gives Client notice of such failure, Landau Associates shall have the right to immediately terminate this Agreement and the Services provided hereunder. The right to terminate shall be without liability to Landau Associates and shall be in addition to all other legal, equitable, or contractual remedies available to Landau Associates. Client shall have no right of setoff against any billings of Landau Associates for disputed claims or withholding of services.

**SUSPENSION OR TERMINATION** – If Client requests suspension or termination of our services prior to completion, Landau Associates reserves the right to complete such analyses and records as are necessary to place the files in order, and, when necessary to protect our professional reputation, to complete a report on the services provided to date. Client shall compensate Landau Associates for personnel time and all reasonable expenses at current rates for work completed prior to suspension or termination and for work required to accomplish such closing.

**TIME BAR TO LEGAL ACTION** – The parties agree that all legal actions by either party against the other concerning the Services provided under this Agreement shall be barred two (2) years after the completion of Services by Landau Associates.

**GOVERNING LAW** – This Agreement shall be governed by Washington law unless otherwise mutually agreed upon in writing.

**SEVERABILITY AND SURVIVAL** – In the event that any provision of this Agreement shall be held invalid and unenforceable by a decision of a court of competent jurisdiction, the remaining provisions shall be valid and binding. All terms of this Agreement allocating or limiting liability shall survive the completion of the Services hereunder and the termination of this Agreement.



**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

December 30, 2022

Landau Associates, Inc.  
103 2<sup>nd</sup> Avenue South  
Edmonds, WA 98020

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Ashleigh Walker:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 222.81% of direct labor (rate includes 0.23% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Stambaugh Ness. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

*Schatzie Harvey*

Schatzie Harvey (Jan 3, 2023 07:01 PST)  
SCHATZIE HARVEY, CPA

Contract Services Manager

SH:ah





**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 22, 2022

HWA GeoSciences, Inc.  
21312 30<sup>th</sup> Drive SE, Suite 110  
Bothell, WA 98021

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Vasilij Babko:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 208.31% of direct labor (rate includes 0.22% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Thomas W Maxwell CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON  
Contract Services Manager

EKJ:ah

# ***Exhibit F - Title VI Assurances Appendix A & E***

## **APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

# **Exhibit F - Title VI Assurances Appendix A & E**

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## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## ***Exhibit G*** ***Certification Documents***

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Carnation
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -  
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm  
KPG Psomas Inc.

of whose address is

3131 Elliott Avenue, Suite 400, Seattle, WA 98121

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Carnation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

KPG Psomas Inc.

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

Agreement Number:

**Exhibit G-1(b) Certification of** City of Carnation

I hereby certify that I am the:

Certified Authority

Other

of the City of Carnation, and KPG Psomas Inc.  
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Agreement Number:

**Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions**

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

KPG Psomas Inc.

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Consultant (Firm Name)

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Signature (Authorized Official of Consultant)

---

Date

Agreement Number:



## **Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

KPG Psomas Inc.

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

Agreement Number:

## Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of McKinley Street Design & CS \* are accurate, complete, and current as of 2/15/2023 \*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: KPG Psomas Inc.

---

Signature

---

Title

Date of Execution\*\*\*:

---

\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

## **Exhibit H**

### **Liability Insurance Increase**

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#### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$N/A

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$N/A

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$N/A

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

---

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

## **Step 5 Forward Documents to Local Programs**

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

# **Exhibit J**

## **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

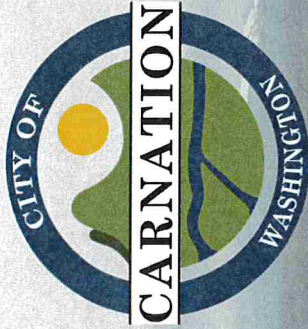
The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:



**DISCUSSION ITEMS:**

- a) Housing Action Plan



Surveying  
Engineering  
Planning



# Housing Action Plan Discussion Carnation City Council

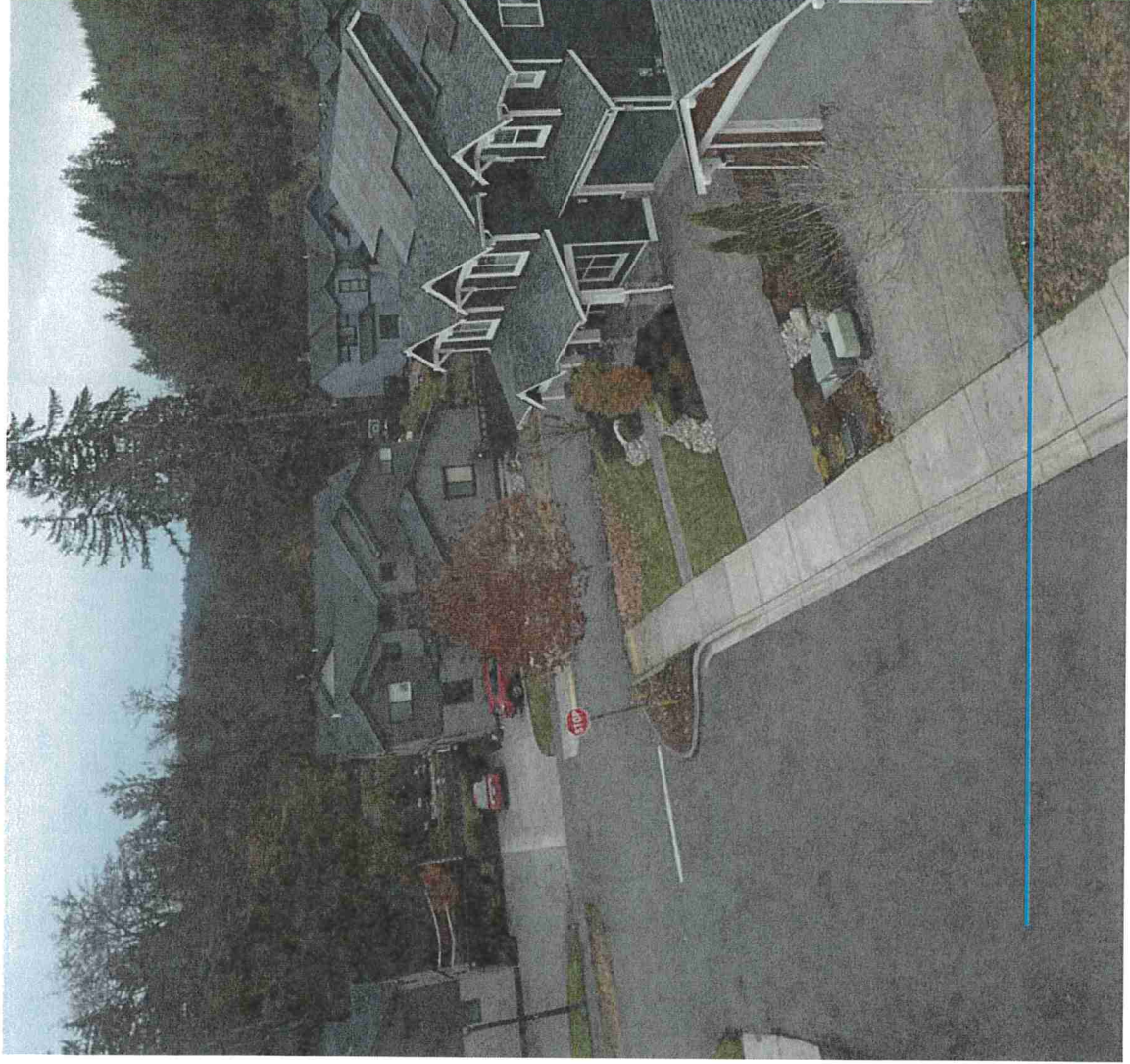
March 7, 2023



# Housing Strategies

Discussion and direction on four housing strategies:

1. Make it easier to build ADUs
2. Allow administrative approval of final plats
3. Regulate short term rentals
4. Preserve existing affordable housing and help people stay in homes





# Action 1: Make it easier to build ADUs

Ways to make it easier for people to build accessory dwelling units include:

- **Create a permit ready ADU program/expedited review program.**
- **Allow ADUs to be associated with duplexes and triplexes.**
- Change city code to ensure that a driveway for the primary home could also be the walkway for an ADU.
- Change owner occupancy requirement to allow a homeowner to sublet their home for a few months while they winter further south or travel for an extended period.
- Consider making an allowance for the maximum size of an ADU so that if the unit takes up the entirety of a floor of an existing structure, the 800 square foot or 40 percent maximum can be exceeded.
- Consider removing requirement that an ADU above a garage to be directly accessible from an alley.
- Consider reducing or exempting ADUs from traffic, park, or school impact fees, the upfront costs of which can be significant and can deter people from building ADUs.

## Action 2: Allow administrative approval of final plats

- Preliminary subdivisions are required to go through a public notice and hearing process.
- In 2017, state law changed to allow a final plat to be approved administratively.
- While the process for reviewing preliminary plats includes notice and a hearing with the Hearing Examiner, **the City could adopt administrative approval of final plats.** Delegation of final plat approval to the Planning Department is covered under state law and would reduce the timeframe to receive final plat approval.
- Many, many other communities have done this and have recognized that this makes a lot of sense as a project at final plat approval stage has already gone through public review and hearing when it is still being designed.

## Action 3: Regulate short-term Rentals

- Short-term rentals are a way for homeowners to make some extra income from their property. However, they can pose challenges to existing neighborhoods due to issues with parking and noise.
- Carnation does not currently have any development code or requirements for short-term rentals. There are several ways to regulate short-term rentals, including requiring the owner of a short-term rental to live onsite. The city should **consider adding a definition for short term rentals to its land use code and creating a condition/reference in the table of permissible uses requiring a property owner creating a short-term rental on their property to live on the site** for a certain percentage of the year.

## Action 4: Preserve existing affordable housing and help people stay in their homes

Ways to help people stay in their homes and preserve existing housing that is more affordable include:

- **Consider collecting key data on rental housing properties and mobile homes to build a rental housing preservation inventory.**
- **Consider increasing investments needed to purchase and preserve affordable properties, particularly those at risk of displacement.**
- **Consider reaching out to local housing providers to support the rehabilitation of regulated affordable properties with large capital needs or failed inspections.**
- **Consider providing incentives to preserve existing affordable housing.**

**FUTURE AGENDAS:**

- a) Tentative agenda for the meeting of March 21st, 2023





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## CARNATION CITY COUNCIL AGENDA Regular Meeting

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

---

**DATE:** March 21<sup>st</sup>, 2023

**TIME:** 6:00 PM

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

**Meeting ID:** 976 1525 3648

**Passcode:** 894903

**Dial by Location:** (253) 215 - 8782

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

---

1. **CALL TO ORDER:** Mayor Jim Ribail
2. **PLEDGE OF ALLEGIANCE:** Mayor Jim Ribail
3. **ROLL CALL:** City Clerk Lora Wilmes
4. **APPROVAL OF AGENDA:** Mayor and Council
5. **EXECUTIVE SESSION:**
  
6. **CONSENT AGENDA:**
  - a) Approval of Minutes for the following date(s):
    - i. Regular Session: March 7<sup>th</sup>, 2023
  - b) Approval of Claims in the following amount(s):
    - i. \$
  
7. **COUNCIL REPORTS AND REQUESTS:**
  
8. **STAFF REPORTS:**
  - a) City Manager's Office - City Manager Ana Cortez
  - b) Community Economic Development Update – CED Principal Rhonda Ender

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

**10. PRESENTATIONS:**

- a) Housing Action Plan Presentation – Matt Covert
- b) Land Fill Findings – Emma Knight CED Intern

**11. AGENDA BILLS:**

- a) AB23-XX Jail Services

**12. DISCUSSION ITEMS:**

**13. FUTURE AGENDAS:**

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

**14. ADJOURNMENT:** Mayor Jim Ribail



**FUTURE AGENDAS:**

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



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## CARNATION CITY COUNCIL AGENDA Regular Meeting

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

---

**DATE:** April 4<sup>th</sup>, 2023

**TIME:** 6:00 PM

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

**Meeting ID:** 983 3856 5355

**Passcode:** 970731

**Dial by location:** (253) 215 - 8782

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

---

1. **CALL TO ORDER:** Mayor Jim Ribail
2. **PLEDGE OF ALLEGIANCE:** Councilmember Ryan Burrell
3. **ROLL CALL:** City Clerk Lora Wilmes
4. **APPROVAL OF AGENDA:** Mayor and Council
5. **EXECUTIVE SESSION:**
  
6. **CONSENT AGENDA:**
  - a) Approval of Minutes for the following date(s):
    - i. Regular Session: March 21<sup>st</sup>, 2023
  - b) Approval of Claims in the following amount(s):
    - i. \$
  - c) Approval of Payroll for the following pay period(s):
    - i. February 20<sup>th</sup>, 2023 – March 5<sup>th</sup>, 2023
    - ii. March 6<sup>th</sup>, 2023 – March 19<sup>th</sup>, 2023
  
7. **COUNCIL REPORTS AND REQUESTS:**
  
8. **STAFF REPORTS:**
  - a) City Manager's Office - City Manager Ana Cortez

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

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

**10. PRESENTATIONS:**

- a) Seattle Public Utilities – Siren Project Update (POC  
Sheila.Strehle@seattle.gov)

**11. AGENDA BILLS:**

- a) AB23-XX

**12. DISCUSSION ITEMS:**

**13. FUTURE AGENDAS:**

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

**14. ADJOURNMENT:** Mayor Jim Ribail

