



CARNATION CITY COUNCIL AGENDA Regular Meeting

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

DATE: November 21st, 2023

TIME: 6:00 P.M.

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

Meeting ID: 976 1525 3648

Passcode: 894903

Dial by Location: (253) 215 - 8782

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

1. **CALL TO ORDER:** Mayor Jim Ribail
2. **PLEDGE OF ALLEGIANCE:** Mayor Jim Ribail
3. **ROLL CALL:** City Manager Ana Cortez
4. **APPROVAL OF AGENDA:** Mayor and Council

5. **PUBLIC COMMENT (at 6:10 P.M.):**
*Public comment on meeting items or other issues of note or concern.
Comments may be submitted in advance by writing or e-mailing
clerk@carnationwa.gov, or made in person, or by telephone or computer
connection at the time of the meeting. Individual comments shall be limited to
three minutes. Group comments shall be limited to five minutes.*

6. **CONSENT AGENDA:**
 - a) Approval of Minutes for the following date(s):
 - i. Regular Session: November 7th, 2023 (p.4)
 - b) Approval of Claims by check for dates October 24th – November 6th:
 - i. \$358,327.83 (p.9)
 - c) Approval of Payroll for the following pay period(s):
 - i. October 1st, 2023 – October 31st, 2023: \$70,642.08 (p.11)

7. PROCLAMATIONS:

- a) None

8. PUBLIC HEARING DATE SETTING:

- a) None

9. SCHEDULED PUBLIC HEARINGS:

- a) Preliminary Budget Hearing (RCW 35.33.071) (p.18)

10. COUNCIL REPORTS:

11. STAFF REPORTS:

- a) Utilities - Utilities Manager Brandon Schell
- b) Community Economic Development Department Report - CED Principal Rhonda Ender
- c) Capital Improvement Projects / Administrative Services Department Report - Administrative Services Manager Lora Wilmes
- d) City Manager's Office Report - City Manager Ana Cortez (p.19)
 - i. Seattle Dam
 - ii. Tolt Dam FAQ
 - iii. Tolt Dam Community Responsibilities

12. EXECUTIVE SESSION – City Manager Review

RCW 42.30.110 (g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public.

13. PRESENTATIONS:

- a) NONE

14. AGENDA BILLS:

- a) AB23-95 - Ordinance 980 of the Carnation City Council of the City of Carnation, Washington relating to specifically authorizing a property tax increase in terms of both dollars and percentages, to be collected in the 2024 Tax year, as pursuant to RCW 84.55.120; adopting findings of fact; providing severability; and establishing an effective date. (p.31)
- b) AB23-96 - Ordinance 981 of the City Council of the City of Carnation, Washington, relating to passing the regular property Tax Levy for 2023 for

collection in 2023; adopting findings of fact; providing for severability; and establishing an effective date. (p.34)

- c) AB23-97 –Ordinance 982 of the city council of the city of carnation, Washington, amending section 8.26.030 of the carnation municipal code entitled “types of nuisances” to include provisions related to City Manager designees, tire and wood accumulation, commercial buildings, and right-of-way obstruction, providing for severability and effective date. (p.38)
- d) AB23-98 - Resolution 506 amending personnel policies to create an incentive program to allow employees who waive City medical benefit coverage to share in a portion of the cost savings the City realizes from not providing this coverage to employees. (p.43)
- e) AB23-99 - Resolution 507 of the City Council of the City of Carnation Washington authorizing City Manager to include an annual allocation in the legislative budget under fund 001 of \$1,500 for each council seat. (p.47)
- f) AB23-107 - Resolution 508 authorizing City Manager to enter into a contract with KPG Psomas for on-call engineering services. (p.49)
- g) AB23-108 - A motion to select Michael Pendleton as facilitator for the City of Carnation Council 2024 annual retreat. (p.65)

15. DISCUSSION ITEMS:

- a) Procurement

16. CAPITAL PURCHASES:

- a) AB23-109 - Resolution 509 authorizing the City Manager to purchase valves that connect the Vac station to the sewer trunk line. (p.66)

17. INFORMATION, CLARIFICATION, GENERAL DIRECTION ITEMS:

18. FUTURE COMMITTEE MEETINGS:

- a) Finance & Operations
 - i. November 27 – 4:00 PM - 6:00 PM
- b) Economic Development and Public Safety Committee
 - i. December 1 – 2:00 PM – 3:00 PM

19. FUTURE AGENDAS:

- a) Tentative agenda for the meeting of December 5th, 2023 (p.71)
- b) Tentative agenda for the meeting of December 19th, 2023

20. ADJOURNMENT: Mayor Jim Ribail





CARNATION CITY COUNCIL MINUTES 11-07-23

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

1. **CALL TO ORDER:** Mayor Jim Ribail
At: 6:00 PM.
2. **PLEDGE OF ALLEGIANCE:** Councilmember Adair Hawkins
3. **ROLL CALL:** City Clerk Lora Wilmes
Roll Call was conducted by City Manager Ana Cortez.
Present: Councilmember Hawkins, Councilmember Green, Mayor Ribail,
Deputy Mayor Harris, Councilmember Burrell

4. **APPROVAL OF AGENDA:** Mayor and Council
MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER
GREEN TO APPROVE THE AGENDA.

MOTION BY DEPUTY MAYOR HARRIS TO MOVE 8. PROCLAMATIONS TO
BEFORE 5. PUBLIC COMMENT. COUNCILMEMBER GREEN SECONDS.

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

*Proclamations take place before public comment. Refer to 8.
PROCLAMATIONS

5. **6:10 P.M. PUBLIC COMMENT:** *Public comment on meeting items or other issues of note or concern. Comments may be submitted in advance by writing or e-mailing clerk@carnationwa.gov, or made in person, or by telephone or computer connection at the time of the meeting. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes.*
 - Luda Gurevich provided comment.
 - Vladimir Gurevich provided comment.
 - Brenda Zimmer provided comment.

6. 7:00 P.M. EXECUTIVE SESSION:

RCW 42.30.110 1(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

- Council enters the Executive Session at 6:20 PM, with a scheduled return time of 7:20 PM.
- Mayor Ribail extends Executive Session to 8:00 PM.
- Mayor Ribail extends Executive Session to 8:10 PM.
- Council returns to regular session at 8:10 PM.

7. CONSENT AGENDA:

- a) Approval of Minutes for the following date(s):
 - i. Regular Session: October 17th, 2023
- b) Approval of Claims in the following amount(s):
 - i. October 9th – October 23rd - \$462,107.28
- c) Agenda Bills:
 - i. AB23-92 Resolution 504. A motion to authorize the City Manager to sign the State of Washington Department of Enterprise (DES) Interagency agreement to establish an Energy Program for project management services for Carnation.

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

8. PROCLAMATIONS:

*Proclamations take place after 4. APPROVAL OF AGENDA

- a) Kindness Day
MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER HAWKINS. MOTION PASSED (5-0).

- b) Anti-Cyberbullying Month
MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED. (5-0)

- c) Pregnancy and Infant Loss Month
MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER GREEN. MOTION PASSED (5-0).

9. PUBLIC HEARING DATE SETTING:

- a) NONE

10. SCHEDULED PUBLIC HEARINGS:

- a) Tax Levy 2023 Certification – RCW 84.55.120
Public Hearing opens at 8:11 PM.
Public Hearing closes at 8:12 PM.
- b) Collection of Tax Hearing – RCW 54.16.080
Public Hearing opens at 8:13 PM.
Public Hearing closes at 8:14 PM.
- c) Preliminary Budget & Revenue Sources – RCW 35.33.057, RCW 35A.33.055, RCW 35.34.090, RCW 35A.34.090
Public Hearing opens at 8:14 PM.
Public Hearing closes at 8:15 PM.
- d) Residential Mobile Home Park Zone Uses
Public Hearing opens at 8:16 PM.
City Manager Ana Cortez spoke on behalf of two residents of the Mobile Home Park who were unable to make it to the public hearing.
Public Hearing closes at 8:19 PM.

11. COUNCIL REPORTS AND REQUESTS:

- Councilmember Hawkins reports out.
- Councilmember Burrell reports out.
- Councilmember Green does not report out.
- Deputy Mayor Harris reports out.
- Mayor Ribail reports out.

12. STAFF REPORTS:

- a) Public Works & Utilities- Utilities Manager Brandon Schell
 - b) Community Economic Development Department Report - CED Principal Rhonda Ender
 - c) Capital Improvement Projects & Administrative Services Department Report - Administrative Services Manager Lora Wilmes
 - d) City Manager's Office Report - City Manager Ana Cortez
- Public Works & Utilities reports out.
 - CED Department does not report out.
 - CIP and Administrative Services does not report out.
 - City Manager's Office reports out.

13. PRESENTATIONS:

- a) Tolt Dam FAQ – Public Information Officer Ashlyn Farnworth

- b) Tolt Dam Community Responsibilities – City Manager Cortez

Presentations are rescheduled for the November 21st regular Council meeting.

14. AGENDA BILLS:

- a) AB23-93: Resolution 505 – A resolution adopting finding of fact in support of the interim residential mobile home parks in the city for a minimum of six months.

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

15. DISCUSSION ITEMS:

- a) Draft State Legislative Priorities

16. CAPITAL PURCHASES:

- a) AB23-94: Resolution 503- A resolution approving the purchase of a module house for the civic center campus at 4001 Tolt Ave. for an amount not to exceed \$50,000.00.

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

17. INFORMATION, CLARIFICATION, GENERAL DIRECTION ITEMS:

18. FUTURE COMMITTEE MEETINGS:

- a) November 13 – 4:00-6:00 PM Finance & Operations
- b) November 14 – 5:00-7:00 PM Planning and Parks Board
- c) November 17 - 2:00-3:00 PM Economic Development and Public Safety

19. FUTURE AGENDAS:

- a) Tentative agenda for the meeting of November 21st, 2023
- b) Tentative agenda for the meeting of December 5th, 2023

20. ADJOURNMENT: Mayor Jim Ribail

At: 9:03 PM

Approved at the regular meeting of the Carnation City Council on November 21, 2023.

MAYOR JIM RIBAIL

CITY CLERK LORA WILMES



CHECK REGISTER

City of Carnation

Time: 13:09:10 Date: 11/07/2023

10/24/2023 To: 11/06/2023

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2736	10/30/2023	Claims	1	37402	AWC EMPLOYEE BENEFIT TRUST	10,872.12	EMPLOYER'S MONTHLY BILLING REPORT FOR : NOVEMBER, 2023.
2737	10/30/2023	Claims	1	37403	DAVIDSON-MACRI SWEEPING, INC	15.57	REMAINING BALANCE OF INVOICE # 236884
2738	10/30/2023	Claims	1	37404	DEPARTMENT OF ECOLOGY	131,820.51	LOAN PRINCIPAL PAYMENT. WATER QUALITY LOANS
2739	10/30/2023	Claims	1	37405	WASHINGTON TEAMSTERS WELFARE TRUST	5,176.80	CITY OF CARNATION - BARGAINING UNIT 3. REPORTING MONTH: 10/2023 . COVERAGE MONTH:12/2023.
2740	10/30/2023	Claims	1	37406	BELENUS SOLUTIONS, LLC	16,640.00	CITY GOVERNMENT CONSULTING SERVICES (RESTRUCTURE CHART OF ACCOUNTS). RECONCILE AND POST MISSING ENTRIES/ RECONCILE BANK OF AMERICA.
2741	10/30/2023	Claims	1	37407	JOSE VAZQUEZ	5,500.00	OCTOBER CEMENTERY LAW MAINT. PARKS AND CITY HALL. MAIN ST.
2742	10/30/2023	Claims	1	37408	D DIAMOND CONSULTING	3,000.00	SERVICES RENDERED BY DEBORAH DIAMOND IN OCTOBER 2023 ON A WORKPLACE INVESTIGATION
2743	10/30/2023	Claims	1	37409	DEPT. OF TRANSPORTATION NORTHWEST REGION	392.72	SR203 MP5.887-6.19 TOLT AVE. IMPROVEMENT/ PROJECT COSTS FOR SEPTEMBER 2023
2788	11/06/2023	Claims	1	38410	CENTURYLINK	147.15	EMERGENCY PHONE LINES
2789	11/06/2023	Claims	1	38411	HNTB CORPORATION	48,447.57	(COST RECOVERY) AUGUST 26, THROUGH SEPTEMBER 29, 2023; BOOSTER STATION & SCADA
2790	11/06/2023	Claims	1	38412	KING COUNTY FINANCE - WASTEWATER	64,929.06	SEWER TREATMETN FOR SINGLE FAMILY HOMES, COMMERCIAL AND OTHERS RESIDENTIAL BUILDINGS/INDUSTRIAL WASTE
2791	11/06/2023	Claims	1	38413	SAFEBUILT, LLC	7,133.00	(COST RECOVERY) PLAN REVIEW SERVICES; INSPECTION SERVICES
2792	11/06/2023	Claims	1	38414	SHARP ELECTRONIC CORP ~ USAGE	0.17	BW TOTAL COPIES. MXM550N PPM DIG PRINTER
2793	11/06/2023	Claims	1	38415	THOMPSON, GUILDNER & ASSOCIATES INC P.S.	2,741.80	05642-CITY OF CARNATION GENERAL COUNSEL.
2794	11/06/2023	Claims	1	38416	KING COUNTY TREASURY	1,257.37	LOT "B" CITY OF CARNATION SHORT PLAT NO SHP17-00003
2795	11/06/2023	Claims	1	38417	R&A CLEANING	2,592.00	REGULAR CLEANING.
2796	11/06/2023	Claims	1	38418	KING COUNTY SHERIFF'S OFFICE - 2023	44,879.33	STATEMENT FOR POLICE SERVICES FOR THE PERIOD OF OCTOBER 2023.
2797	11/06/2023	Claims	1	38419	BENJAMIN ASPHALT, INC	1,282.66	COMPLETED TRAFFIC CONTROL PER PROPOSAL DATED 10/18/23
2798	11/06/2023	Claims	1	38420	SEERUT BHULLAR	300.00	PLANNED LOGISTICS FOR UPCOMING SR 203 MEETING. MEETING. ANLALYZED THE CARNATION-COMCAST CABLE SERVICE GRANHISE AGREEMENT.

CHECK REGISTER

City of Carnation

Time: 13:09:10 Date: 11/07/2023

10/24/2023 To: 11/06/2023

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2799	11/06/2023	Claims	1	38421	GREGORY JAMIEL	2,000.00	FILMING OF TOLT DAM COMMUNITY MEETING AND PRODUCTION OF 9 MINUTE VIDEO FOR WEB
2801	11/06/2023	Claims	1	38422	ATTIC CREW	9,200.00	DAY 1 ATTIC AND CRAWL SPACE CLEAN OUT 4001 TOLT AVENUE (CONSTRUCTION)
						120,347.49	
						5,461.90	
						2,000.00	
						392.72	
						9,200.00	
						22,868.54	
						39.87	
						131,820.51	
						66,196.80	
						358,327.83	Claims: 358,327.83

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against the City of Carnation and that I am authorized to authenticate and certify to said claim.

(Tim Harris) FNO Committee Member _____ Date: _____

(Ana Cortez) City Manager _____ Date: _____

(Jim Ribail) City Mayor _____ Date: _____



PERIOD: OCTOBER 1 – OCTOBER 31, 2023

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

Total Amount: \$70,642.08

Adjustments: NONE

Ashlyn Farnworth
Assistant to the City Manager

Ana Cortez
City Manager

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
001 - General Fund										
BRITAIN, SCOTT Code: A00Y Tax Profile: 1 - WA/WA/WA	Regular	34.69	144.00	4,995.36	Medicare	79.33	DRS EE Plan 2	317.70	Direct Deposit Net Check	4,195.52
	GROSS			4,995.36	Social Security	339.23	DRS ER Plan 2 - Match	476.06	NET PAY	4,195.52
					Washington EE Medical Leave	9.75	ER Dental	120.50		
					Washington EE Family Leave	22.09	ER Medical	1,567.60		
					Washington State Cares	31.74	ER Vision	17.10		
							ER Dental DP	2.20		
							ER Medical DP	18.00		
						ER Vision DP	0.20			
BURRELL, RYAN Code: A002 Tax Profile: 2 - WA/WA/WA	Regular	3.46	173.33	600.00	Federal W/H (M)	170.00			Direct Deposit Net Check	325.27
	GROSS			600.00	Medicare	8.70			NET PAY	325.27
					Social Security	37.20				
					WA EE 0803-00Cities & Towns All O	51.86				
					Washington EE Medical Leave	1.07				
					Washington EE Family Leave	2.42				
					Washington State Cares	3.48				
CORTEZ, ANA Code: A003 Tax Profile: 2 - WA/WA/WA	Regular	75.77	172.00	13,031.79	Federal W/H (M)	1,943.75	EE Deferred	980.00	Direct Deposit Net Check	7,727.33
	Sick	75.77	4.00	303.06	Medicare	214.52	Compensation \$		Direct Dep. Distribution 1	800.00
	1099 Pay			1,000.00	Social Security	917.25	DRS EE Plan 3	2,297.23	Direct Dep. Distribution 2	200.00
	Extra Pay			980.00	WA EE 0803-00Cities & Towns All O	51.46	DRS ER Plan 3 - Match	1,459.51	NET PAY	8,727.33
	GROSS			15,314.85	Washington EE Medical Leave	28.12	ER Dental	109.28		
					Washington EE Family Leave	63.70	ER Life	18.75		
					Washington State Cares	91.49	ER Medical	1,751.40		
						ER Vision	19.06			
ENDER, RHONDA Code: A00J Tax Profile: 2 - WA/WA/WA	Regular	52.88	176.00	9,307.70	Federal W/H (H)	1,120.14	DRS EE Plan 2	591.97	Direct Deposit Net Check	6,612.11
	GROSS			9,307.70	Medicare	146.49	EE Deferred	92.16	NET PAY	6,612.11
					Social Security	626.36	Compensation %			
					Washington EE Medical Leave	18.17	DRS ER Plan 2 - Match	887.02		
					Washington EE Family Leave	41.17	ER Dental	109.28		
					Washington State Cares	59.13	ER Life	18.75		
							ER Medical	1,305.22		
						ER Vision	19.06			
FARNWORTH, ASHLYN Code: A004 Tax Profile: 1 - WA/WA/WA	Regular	35.58	176.00	6,261.54	Federal W/H (H)	890.25	DRS EE Plan 3	313.08	Direct Deposit Net Check	4,401.21
	GROSS			6,261.54	Medicare	99.44	DRS ER Plan 3 - Match	596.72	NET PAY	4,401.21
					Social Security	425.21				

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>
					WA EE 0803-00Cities & Towns All O 52.66 Washington EE Medical Leave 12.22 Washington EE Family Leave 27.69 Washington State Cares 39.78	ER Dental 57.78 ER Life 18.75 ER Medical 872.06 ER Vision 9.54		
FLUHRER, RACHAEL Code: A00Z Tax Profile: 1 - WA/WA/WA	Regular GROSS	43.27	13.50	584.13 584.13	Medicare 8.47 Social Security 36.21 Washington EE Medical Leave 1.04 Washington EE Family Leave 2.36 Washington State Cares 3.39		Direct Deposit Net Check 532.66 NET PAY 532.66	
GARCIA JIMENEZ, BIBI Code: A00K Tax Profile: 2 - WA/WA/WA	Regular Sick GROSS	27.11 27.11	127.10 16.00	3,445.68 433.76 3,879.44	Federal W/H (H) 64.70 Medicare 61.61 Social Security 263.45 WA EE 0803-00Cities & Towns All O 38.03 Washington EE Medical Leave 7.57 Washington EE Family Leave 17.16 Washington State Cares 24.64	DRS EE Plan 2 246.73 DRS ER Plan 2 - Match 369.71 ER Dental 120.50 ER Life 18.75 ER Medical 1,567.60 ER Vision 17.10 ER Dental DP 2.20 ER Medical DP 18.00 ER Vision DP 0.20	Direct Deposit Net Check 3,155.55 NET PAY 3,155.55	
GARCIA, GUSTAVO Code: A00U Tax Profile: 1 - WA/WA/WA	Regular Overtime Extra Pay On Call GROSS	34.69 52.04 2.67	173.00 3.00 248.00	6,001.37 156.11 50.00 662.16 6,869.64	Federal W/H (M) 510.69 Medicare 109.10 Social Security 466.51 Washington EE Medical Leave 13.41 Washington EE Family Leave 30.38 Washington State Cares 43.64	DRS EE Plan 2 436.91 Union Amount 78.05 DRS ER Plan 2 - Match 654.68 ER Dental 120.50 ER Life 18.75 ER Medical 1,567.60 ER Vision 17.10 ER Dental DP 2.20 ER Medical DP 18.00 ER Vision DP 0.20	Direct Deposit Net Check 5,180.95 NET PAY 5,180.95	
GREEN, DUSTIN Code: A005 Tax Profile: 2 - WA/WA/WA	Regular GROSS	3.46	173.33	600.00 600.00	Medicare 8.70 Social Security 37.20 WA EE 0803-00Cities & Towns All O 51.86 Washington EE Medical Leave 1.07 Washington EE Family 2.42		Direct Deposit Net Check 495.27 NET PAY 495.27	

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
					Leave Washington State Cares	3.48				
HARRIS, TIM Code: A006 Tax Profile: 2 - WA/WA/WA	Regular GROSS	4.04	173.33	700.00 700.00	Federal W/H (M) Medicare Social Security WA EE 0803-00Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave Washington State Cares	586.45 10.15 43.40 51.86 1.25 2.83 4.06	Direct Deposit Net Check NET PAY	0.00 Zero Net		
HAWKINS, ADAIR Code: A007 Tax Profile: 2 - WA/WA/WA	Regular GROSS	3.46	173.33	600.00 600.00	Medicare Social Security WA EE 0803-00Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave Washington State Cares	8.70 37.20 51.86 1.07 2.42 3.48	Direct Deposit Net Check NET PAY	495.27 495.27		
MULLHOLLAND, HEATHER Code: A00Q Tax Profile: 1 - WA/WA/WA	Regular Floating Sick Extra Pay GROSS	30.51 30.51 30.51	134.61 8.00 30.22	4,106.95 244.08 922.01 67.50 5,340.54	Federal W/H (H) Medicare Social Security Washington EE Medical Leave Washington EE Family Leave Washington State Cares	231.81 84.82 362.67 10.43 23.62 33.93	DRS EE Plan 3 DRS ER Plan 3 - Match ER Dental ER Life ER Medical ER Vision ER Dental DP ER Medical DP ER Vision DP	267.03 508.95 120.50 18.75 1,567.60 17.10 2.20 18.00 0.20	Direct Deposit Net Check NET PAY	4,326.23 4,326.23
PARADIS, LARRY Code: A00S Tax Profile: 1 - WA/WA/WA	Regular GROSS	32.00	116.61	3,731.52 3,731.52	Federal W/H (M) Medicare Social Security Washington EE Medical Leave Washington EE Family Leave Washington State Cares	142.32 54.11 231.35 6.65 15.07 21.64	Direct Deposit Net Check NET PAY	3,260.38 3,260.38		
PERRY, JOHN	Regular	8.08	173.33	1,400.00			Direct Deposit Net Check	5,000.00		

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
Code: A011 1099 Employee	Extra Pay GROSS			3,600.00 5,000.00			NET PAY	5,000.00		
RIBAIL, JIM Code: A00B Tax Profile: 2 - WA/WA/WA	Regular GROSS	4.62	173.33	800.00 800.00	Federal W/H (M) Medicare Social Security WA EE 0803-00Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave Washington State Cares	200.00 11.60 49.60 51.86 1.43 3.23 4.64	Direct Deposit Net Check NET PAY	477.64 477.64		
SCHELL, BRANDON Code: A00H Tax Profile: 2 - TX/WA/WA	Regular Management Leave Sick GROSS	55.29 55.29 55.29	173.00 1.00 2.00	9,564.90 55.29 110.58 9,730.77	Federal W/H (M) Medicare Social Security WA EE 0803-00Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave Washington State Cares	747.87 141.72 605.96 52.06 19.00 43.04 61.82	DRS EE Plan 2 EE Deferred Compensation % DRS ER Plan 2 - Match ER Dental ER Life ER Medical ER Vision	618.88 884.62 927.34 109.28 18.75 1,751.40 19.06	Payroll Net Check Check # 1003 NET PAY	6,555.80 <input type="checkbox"/> 6,555.80
SEOANES-PERLA, RUBEN Code: A010 1099 Employee	Regular Overtime Extra Pay On Call Overtime Temp Rate GROSS	40.00 60.00 2.67	175.98 9.50 140.00 3.85	7,039.20 570.00 265.80 373.80 8,248.80			Direct Deposit Net Check NET PAY	8,248.80 8,248.80		
TIPTON, MIKE Code: A00F Tax Profile: 2 - WA/WA/WA	Regular GROSS	44.47	176.00	7,827.07 7,827.07	Federal W/H (M) Medicare Social Security WA EE 0803-00Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	900.58 124.31 531.52 52.66 15.28 34.62	DRS EE Plan 2 DRS ER Plan 2 - Match ER Dental ER Life ER Medical ER Vision	497.80 745.92 109.28 18.75 1,751.40 19.06	Direct Deposit Net Check NET PAY	5,670.30 5,670.30
WILMES, LORA Code: A00D Tax Profile: 2 - WA/WA/WA	Regular GROSS	48.08	80.00	3,846.15 3,846.15	Federal W/H (M) Medicare Social Security WA EE 0803-00Cities	276.87 61.09 261.19 23.94	DRS EE Plan 3 DRS ER Plan 3 - Match ER Dental	192.31 366.54 171.06	Direct Deposit Net Check NET PAY	2,981.79 2,981.79

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>
					& Towns All O	ER Life 18.75		
					Washington EE 7.51	ER Medical 2,184.58		
					Medical Leave	ER Vision 28.58		
					Washington EE Family Leave 17.01			
					Washington State Cares 24.44			
Subtotals for Dept: 001	Regular	2,877.78		84,443.36	Federal W/H 7,785.43	DRS EE Plan 2 2,709.99	1 Check 6,555.80	
	Overtime	12.50		726.11	Medicare 1,232.86	DRS EE Plan 3 3,069.65	18 DD Vouchers 63,086.28	
	Floating	8.00		244.08	Social Security 5,271.51	DRS ER Plan 2 - Match 4,060.73	2 DD Distributions 1,000.00	
	Management Leave	1.00		55.29	WA EE 0803-00Cities & Towns All O 530.11	DRS ER Plan 3 - Match 2,931.72	NET PAY 70,642.08	
	Sick	52.22		1,769.41	Washington EE 155.04	EE Deferred 980.00		
	1099 Pay			1,000.00	Medical Leave	Compensation \$ 976.78		
	Extra Pay			4,963.30	Washington EE Family Leave 351.23	EE Deferred Compensation % 976.78		
	On Call	388.00		1,035.96	Washington State Cares 454.78	ER Dental 1,147.96		
	Overtime Temp Rate	3.85				ER Dental DP 8.80		
	GROSS	3,343.35		94,237.51		ER Life 168.75		
						ER Medical 15,886.46		
						ER Medical DP 72.00		
						ER Vision 182.76		
						ER Vision DP 0.80		
						Union Amount 78.05		
Total Company								
Company Totals	Regular	2,877.78		84,443.36	Federal W/H 7,785.43	DRS EE Plan 2 2,709.99	1 Check 6,555.80	
	Overtime	12.50		726.11	Medicare 1,232.86	DRS EE Plan 3 3,069.65	18 DD Vouchers 63,086.28	
	Floating	8.00		244.08	Social Security 5,271.51	DRS ER Plan 2 - Match 4,060.73	2 DD Distributions 1,000.00	
	Management Leave	1.00		55.29	WA EE 0803-00Cities & Towns All O 530.11	DRS ER Plan 3 - Match 2,931.72	NET PAY 70,642.08	
	Sick	52.22		1,769.41	Washington EE 155.04	EE Deferred 980.00		
	1099 Pay			1,000.00	Medical Leave	Compensation \$ 976.78		
	Extra Pay			4,963.30	Washington EE Family Leave 351.23	EE Deferred Compensation % 976.78		
	On Call	388.00		1,035.96	Washington State Cares 454.78	ER Dental 1,147.96		
	Overtime Temp Rate	3.85				ER Dental DP 8.80		
	GROSS	3,343.35		94,237.51		ER Life 168.75		
						ER Medical 15,886.46		
						ER Medical DP 72.00		
						ER Vision 182.76		
						ER Vision DP 0.80		
						Union Amount 78.05		

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>
							Total Net Pay	<u>70,642.08</u>





November 21, 2022

TO: City Council
FROM: Ana Cortez, City Manager
RE: Regular Council Agenda Item 10. a

BACKGROUND

- a) The Council has scheduled a required public hearing to allow public input on the Preliminary Budget presented by the City Manager to the Council in October. This action is pursuant to RCW 35.33.057 and RCW 35A.33.055.
- b) This is the second Public Hearing for the Preliminary Budget. The first Hearing took place on November 7th, 2023 at the regularly scheduled Council Meeting.

LEGISLATIVE REQUEST

No request at this time.

ANALYSIS

The budget has been uploaded to www.carnationwabudget.com



DISCUSSION WITH THE SNOQUALMIE TRIBAL COUNCIL

October 27th, 2023



SHARING OUR STORY

- On July 28th, 2020, the Tolt Dam Warning System went off just before lunch on a Tuesday. The sirens began wailing, and an ominous message started blasting across the Snoqualmie Valley: **“THE TOLT DAM HAS FAILED. EVACUATE IMMEDIATELY.”** This message continued blasting from the sirens for 45 minutes.
- Over 2000 people simultaneously attempted to evacuate. Gridlock on our streets stopped all movement, as there is only one road out of town. People abandoned their cars and fled to higher ground. Some older residents and disabled residents, who couldn’t make it to the evacuation site, simply waited to die. Others were injured in their attempts to get to high ground. In the chaos, pets and livestock were lost.
- First responders found that their emergency response plans either (a) didn’t exist, or (b) were so old that they were rendered useless. King County did not have a plan. Seattle Public Utilities did not have a plan. 911 did not have a plan. Our City staff of 13 people were desperately trying to find out what was happening while trying to get themselves and other residents to safety. They did this act of public service all while believing that their friends, families, and properties were in danger.
- 30 minutes after the siren first sounded, Eastside Fire and Rescue and the King County Sherriff’s Office got on their loudspeakers to tell fleeing citizens it was a false alarm. All the while, Seattle’s siren system kept insisting: **“THE TOLT DAM HAS FAILED. EVACUATE IMMEDIATELY.”**
- On September 9th, 2020, January 13th, 2021, and May 10th, 2023, the siren failed to sound during the regularly scheduled test. Each of these resulted in a flurry of concerned messages from citizens to City Staff and Councilmembers.
- On June 19th, 2023, a siren at the nearby girl scout camp sounded and triggered an emergency notification from Eastside Fire and Rescue. Seattle Public Utilities had no idea what was happening, and panicked citizens flooded the City’s phone lines. This instance demonstrates that the City of Seattle has not adequately coordinated with its partners in the Valley.
- On August 22, at 1:17 PM, Seattle’s sirens sounded again.

CURRENT STATUS

End of 2022:

- Final construction of the new alarm system.

Today:

- New alarm system inaugurated on Wednesday October 18, 2023
 - Too low
 - Too hard to understand
 - Inadequate
- No Interlocal Agreement outlining Seattle's responsibilities.
- Direct interaction between City and Seattle's Mayor and City Council.
- Media campaign



STATE OF EMERGENCY

We called a State of Emergency for a reason....

The City has complete confidence that the Tolt Dam is safe.

BUT

The proper measures need to be in place in case there is a catastrophic event.

Our number one priority is ensuring that ALL warning systems are in place and operational

- The siren system
- Warning signs in the City and surrounding at round-abouts
- Internal sirens in our schools, library, and other facilities that need additional warning





OUR VALLEY PARTNERS

We have a responsibility to our Valley partners:

- Unincorporated King County just outside our City limits
- Riverview School District
- Snoqualmie Tribe



OUR RESPONSIBILITY TO THE SNOQUALMIE TRIBE

1. The Safety of your members

- Your members live in our City
- Your members live just outside our City
- Your members travel through our City

2. Land Resources

The dam affects land.

The Tolt river is a critical fish habitat. SPU is responsible for making sure that the river continues to be that habitat. There is also a responsibility to improve that habitat

The Snoqualmie Valley would forever change if a event ever happened with the dam.



MODELS FOR INTERLOCAL AGREEMENT

U.S. Department of Energy

- At DOE, Community Responsibility Plans are based on a set of four core policy priorities: investing in America's workforce; engaging communities and labor; advancing diversity, equity, inclusion, and accessibility; and implementing Justice 40.

City and County of San Francisco Public Utilities Commission

- At SFPUC, the agency builds on its “first” legacy. SFPUC was the first utility in the nation to pass Environmental Justice and Community Benefits policies that provide diverse communities with opportunities in workforce and economic development, the arts, urban agriculture and education. Community Responsibility Plans are based on a set of four core policy priorities: Environmental Justice, Equity and Inclusion and Stakeholder Institutional Engagement.

DESIRED RESPONSIBILITY

Seattle devotes sufficient resources and authority to SPU staff to achieve the following outcomes:

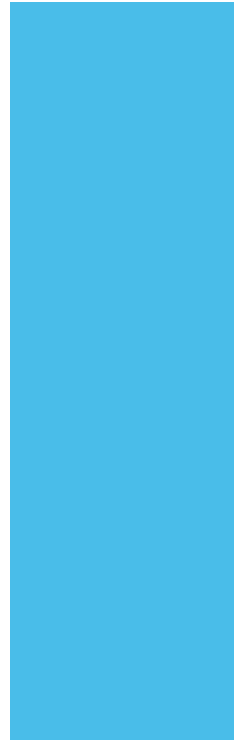
Stakeholder and community involvement in the design, implementation and evaluation of SPU programs and policies

- Carnation: Carnation's main interest is to help design (not simply sign off) public safety policies, plans and approaches.
- Snoqualmie Tribe:

Workforce development, including coordination of internal and external workforce programs and strategic recruitment, training, placement, and succession planning for current and future city of Seattle staff to ensure a skilled and diverse workforce

- Carnation: Seattle to provide internships, apprenticeships and job employment preference for City of Seattle jobs for Carnation residents.
- Riverview School District: Seattle to provide internships, apprenticeships and job employment preference for City of Seattle jobs for RSD graduates.
- Snoqualmie Tribe:





DESIRED RESPONSIBILITY

Environmental programs and policies which protect fish and wildlife, preserve and expand clean, renewable water and energy resources, decrease pollution, reduce environmental impacts, and support innovative and creative new environmental programs.

- Carnation: Seattle to provide funds to support sustainability priorities outlined in the City's Comprehensive Plan
- Snoqualmie Tribe:

Economic development resulting from collaborative partnerships which promote contracting with local companies, and providing financial mitigation along with improved infrastructure

- Carnation: Seattle to promote use of local vendors, farms and professional services.
- Carnation: Seattle to develop and fund a capital improvement plan specific to evacuation needs required solely by the presence of Seattle's Dam. This CIP will be comprehensive of all infrastructure needed for safe evacuation of Carnation's population.
- Snoqualmie Tribe:

Educational programs

- Carnation: Seattle to support Riverview School District's efforts to train its staff and students on how to safely evacuate.
- RSD: Seattle to support RSD educational efforts to create awareness for the residents of Seattle of the impact of the Tolt Dam on Carnation.
- Snoqualmie Tribe:



DESIRED RESPONSIBILITY

Diversity and inclusion programs and initiatives

- Carnation: Seattle to adopt inclusionary policies that will bring Community based resources to Carnation including but not limited to Spanish language services, senior focused health services and teen mental health services.
- Snoqualmie Tribe:

Improvement in community health through SPU contributions

- Carnation: Seattle to fund mental health services and other support activities that enhance community mental health.
- Snoqualmie Tribe:

City of Seattle's Tolt Dam

50+ Frequently Asked Questions



The following questions were posed by the citizens of Carnation at the September 30th Public Forum regarding Seattle's Tolt Dam. We wish for the City of Seattle to address these concerns.

1. Can the alarm system be trusted?
2. How do we evacuate seniors, people with disabilities, and those with mobility problems?
3. How is Seattle addressing emotional stress / the mental health toll of possible danger? Will there be counseling available?
4. Does Seattle financially support improvements to evacuation routes?
5. How is Seattle addressing backup on SR 203/ traffic jam concerns?
6. How do I know where the evacuation routes are?
7. When are evacuation signs being fixed to reflect the accurate routes?
8. Will Seattle's government prioritize Carnation's safety?
9. How do we educate Seattle's voters?
10. How much water does Seattle actually use vs. how much do they sell? How much is consumption? How much money is being made from sales?
11. How much compensation/services do the City of Carnation and Riverview School District receive from Seattle?
12. What is Seattle and SPU's respective budgets?
13. When will there be adult evacuation drills like the ones conducted at the schools?
14. Is there an expert analysis study /plan for evacuation, level risk, etc.?
15. How will the Carnation's growth effect evacuation?
16. How do we avoid false/conflicting information?
17. Can Seattle get its water somewhere else?
18. Which agencies determine whether or not King County and City of Seattle have effective emergency systems?
19. How will we stop traffic from Duvall and Fall City coming into the City in the event of an evacuation? Will there be barriers?
20. Why isn't Seattle funding infrastructure improvements in Carnation?
21. Has the safety of Carnation's roads been evaluated?
22. Why didn't the Seattle City Council attend Carnation's Public Forum?
23. What plans are in place for family reunification?
24. How do we safely evacuate visitors in town for music events and other tourist attractions?
25. Are there grants for local businesses to prepare for an emergency?

City of Seattle's Tolt Dam 50+ Frequently Asked Questions



26. Why is communication about the Tolt Dam so inconsistent?
27. Do we have the infrastructure necessary for an evacuation of over 2000 people?
28. Does Seattle have an official plan/strategy for evacuating Carnation in the event of a dam failure?
29. The siren is too quiet – when will it be louder?
30. How will the City of Duvall prepare for an influx of people evacuating to their city?
31. What is liquefaction? What is the impact in Carnation?
32. How can we speed up the communication of crucial information to residents?
33. How will we learn from Libya/Lahaina?
34. What would cause the dam to fail?
35. What maintenance is being done to the 60+ year old dam?
36. Can we remove the dam?
37. What actions are being taken to educate new residents about the dam?
38. How do businesses prepare for the evacuation of their patrons and employees?
39. Is there enough time to get everyone out of Carnation?
40. How many fault lines are around the dam?
41. Can there be a notification system for the whole town in addition to the siren?
42. Does Seattle care about Valley residents?
43. How do we keep cars from going up the pedestrian-only trail?
44. How do we prevent apathy/response fatigue from all the false alarms?
45. Who is in charge of placing the evacuation signs in the correct locations and pointing the right ways?
46. How will Carnation residents be compensated if Seattle is making \$30 million in revenues for selling water?
47. Can a better dam be built that could withstand a 9.0 earthquake?
48. Can there be an all-clear message?
49. How effective is the dam for flood control?
50. Will there be a professional traffic study done to determine if we can evacuate?





CARNATION CITY COUNCIL AGENDA BILL

TITLE: An Ordinance of the Carnation City Council of the City of Carnation, Washington relating to specifically authorizing a property tax increase in terms of both dollars and percentages, to be collected in the 2024 Tax year, as pursuant to RCW 84.55.120; adopting findings of fact; providing severability; and establishing an effective date.	Agenda Bill No.:	AB23-95	
	Type of Action:	ORDINANCE	
	Origin: <i>(Council/Manager)</i>	City Manager	
	Agenda Bill Author:	City Manager	
EXHIBITS: <ul style="list-style-type: none"> • Ordinance No.980 	Date Submitted:	11-21-23	
	For Agenda of:	11-21-23	
	Expenditure Required:	0	
	Amount Budgeted:	N/A	
	Appropriation Required:	N/A	
SUMMARY STATEMENT AND DISCUSSION: Staff requests Council to authorize an increase in the 2023 regular property tax levy to be collected in the 2024 tax year. The dollar amount of the increase over the actual levy amount from 2023 shall be \$457,567. The increase is in addition to revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred, and refunds made.			
RECOMMENDED ACTION: I move to accept Ordinance 980 authorizing the standard 1% increase in property tax levy.			
LEGISLATIVE HISTORY:			
ACTION TAKEN			
MOTION AS PROPOSED		MOTION AS AMENDED	
Motion made by:		Motion made by:	
Second by:		Second by:	
	YES Vote	NO Vote	
Hawkins			Hawkins
Ribail			Ribail
Harris			Harris
Burrell			Burrell
Green			Green
Passed/Failed			Passed/Failed
Ordinance/Resolution No.:		Ordinance/Resolution No.:	

ORDINANCE NO. 980

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, RELATING TO SPECIFICALLY AUTHORIZING A PROPERTY TAX INCREASE IN TERMS OF BOTH DOLLARS AND PERCENTAGES, TO BE COLLECTED IN THE 2024 TAX YEAR, AS PURSUANT TO RCW 84.55.120; ADOPTING FINDINGS OFFACT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Carnation has met and considered its budget for the calendar year 2024; and

WHEREAS, the city's actual levy amount for 2023 was \$446,620, and

WHEREAS, the population of the city is less than 10,000;

NOW, THEREFORE, The City of Council of the City of Carnation, Washington, do ordain as follows:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's findings of fact.

Section 2. An increase in the 2023 regular property tax levy is hereby authorized for the property tax levy to be collected in the 2024 tax year. The dollar amount of the increase over the actual levy amount from 2023 shall be \$257,367 which is a percentage increase of 1%percent from 2023. The increase is in addition to revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred, and refunds made.

Section 3. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or situation, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or situation. The City Council of the City of Carnation hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clauses, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

Section 4. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make any necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 5. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 6. Effective Date. This ordinance shall be in full effect five (5) days after passage and publication, as provided by law. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

Passed by the City Council of the City of Carnation this 21st, day of November 2023.

By _____
Jim Ribail, Mayor

ATTEST:

By _____
Lora Wilmes, City Clerk



CARNATION CITY COUNCIL AGENDA BILL

<p>TITLE: An Ordinance of the City Council of the City of Carnation, Washington, relating to passing the regular property Tax Levy for 2023 for collection in 2023; adopting findings of fact; providing for severability; and establishing an effective date.</p>	Agenda Bill No.:	AB23-96			
	Type of Action:	ORDINANCE			
	Origin: <i>(Council/Manager)</i>	City Manager			
	Agenda Bill Author:	City Manager			
<p>EXHIBITS:</p> <ul style="list-style-type: none"> • Ordinance No. 981 	Date Submitted:	11-21-23			
	For Agenda of:	11-21-23			
	Expenditure Required:	N/A			
	Amount Budgeted:	0			
	Appropriation Required:	0			
<p>SUMMARY STATEMENT AND DISCUSSION:</p> <p>The City Council is asked to establish a regular property tax levy for 2023 for collection in 2024 in the amount of \$700,000, which may include revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state-assessed property, any annexations that have occurred, and refunds made in order to discharge the expected expenses and obligations of the city and in its best interest.</p>					
<p>RECOMMENDED ACTION: I move to accept Ordinance 981 and the passing of the regular property tax levy for 2023 for collection in 2024.</p>					
<p>LEGISLATIVE HISTORY:</p>					
ACTION TAKEN					
MOTION AS PROPOSED		MOTION AS AMENDED			
Motion made by:		Motion made by:			
Second by:		Second by:			
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

ORDINANCE NO. 981

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, RELATING TO PASSING THE REGULAR PROPERTY TAX LEVY FOR 2023 FOR **COLLECTION** IN 2024; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Carnation has met and considered its budget for the calendar year 2024; and

WHEREAS, the city council held a public hearing on November 7, 2023 and heard and duly considered relevant evidence and testimony regarding an increase in property tax revenues from January 1, 2024, to December 31, 2024; and

WHEREAS, the population of the city is less than 10,000;

NOW, THEREFORE, The City of Council of the City of Covington, Washington, do ordain as follows:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the city council's findings of fact.

Section 2. The city council hereby establishes a regular property tax levy for 2023 for collection in 2024 in the amount of \$700,000, which may include revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state-assessed property, any annexations that have occurred, and refunds made in order to discharge the expected expenses and obligations of the city and in its best interest.

Section 3. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or situation, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or situation. The City Council of the City of Carnation hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clauses, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

Section 4. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make any necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 5. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 6. Effective Date. This ordinance shall be in full effect five (5) days after passage and publication, as provided by law. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

Passed by the City Council of the City of Carnation this 21st day of November 2023.

City of Carnation

By _____
Jim Ribail, Mayor

ATTEST:

By _____
Lora Wilmes, City Clerk

PRELIMINARY LEVY LIMITATIONS WORKSHEET 10.26.2023

TAXING DISTRICT	Carnation	2023	Levy for 2024	Taxes	IPD: 1.03670
A. Highest regular tax which could have been lawfully levied beginning with the 1985 levy (refund levy not included).					
Year	2023	\$442,198	× 101.000%	=	\$446,620
		Highest Lawful Levy Since 1985	Limit Factor/Max Increase 101%		
B. Current year's assessed value of new construction, improvements, and wind turbines, solar, biomass, and geothermal facilities in original districts before annexation occurred times last year's levy rate (if an error occurred or an error correction was made in the previous year, use the rate that would have been levied had no error occurred).					
	\$3,875,705	× 0.67014	÷ \$1,000	=	\$2,597
	A.V.	Last Year's Levy Rate			
C. Tax Increment finance area increment AV increase (RCW 84.55.010(1)€) (value included in B & D cannot be included in C)					
	\$0	× 0.67014	÷ \$1,000	=	\$0
	A.V.	Last Year's Levy Rate			
D. Current year's state assessed property value less last year's state assessed property value. The remainder is to be multiplied by last year's regular levy rate (or the rate that should have been levied).					
	\$3,405,278	- \$3,405,278	=	\$	-
	Current Year's A.V.	Previous Year's A.V.		Remainder	
	\$0	× 0.67014	÷ \$1,000	=	\$0.00
	Remainder from Line C	Last Year's Levy Rate			
E. Regular property tax limit: A+B+C+D = \$449,217					
Parts F through H are used in calculating the additional levy limit due to annexation.					
F. To find the rate to be used in F, take the levy limit as shown in Line E above and divide it by the current assessed value of the district, excluding the annexed area.					
	\$449,217	÷ \$582,478,790	× \$1,000	=	0.77121
	Total in Line E	Assessed Value Less Annexed AV			
G. Annexed area's current assessed value including new construction and improvements, times the rate in Line E.					
	\$0	× 0.77121	÷ \$1,000	=	\$0.00
	Annexed Area's A.V.	Rate in Line F			
H. Regular property tax limit including annexation E+G = \$449,217					
I. Statutory maximum calculation					
Only enter fire/RFA rate, library rate, & firefighter pension fund rate for cities annexed to a fire/RFA or library, or has a firefighters pension fund.					
	3.60000	- 1.00000	- 0.26094	+ 0.00000	= 2.33906
	District base levy rate	Fire or RFA Rate	Library Rate	Firefighter Pension Fund	Statutory Rate Limit
	\$582,478,790	× 2.33906	÷ \$1,000	=	\$1,362,453
	A.V. of District	Statutory Rate Limit			Statutory Amount
J. Highest Lawful Levy For This Tax Year (Lesser of H and I) = \$449,217					
K. New highest lawful levy since 1985 (Lesser of H & I minus C, unless A (before limit factor increase) is greater than I or H minus C, then A before the limit factor increase) = \$449,217					
L. Lesser of I and J = \$449,217					
M. Refunds = \$1,347					
N. Levy Corrections Year of Error: 0					
1. Minus amount over levied (if applicable) = \$0.00					
2. Plus amount under levied (if applicable) = \$0.00					
O. Total: L+M+-N (unless voted rate)..... = \$450,564					
P. Tax Base For Regular Levy					
1. Total district taxable value (including state-assessed property, and excluding boats, timber assessed value, and the senior citizen exemption for the regular levy) = \$582,478,790					
Q. Tax Base for Excess and Voted Bond Levies					
2. Less assessed value of the senior citizen exemption of less than \$40,000 income or 65% of the median household income for the county based on lower of frozen or market value. = \$5,927,183					
3. Plus Timber Assessed Value (TAV) = \$0					
4. Tax base for excess and voted bond levies (1-2+3) = \$576,551,607					
R. Increase Information					
1. Levy rate based on allowable levy = 0.77352					
2. Last year's ACTUAL regular levy = \$442,633					
3. Dollar Increase over last year other than New Construction (-) Annexation = \$3,987					
4. Percent Increase over last year other than New Construction (-) Annexation = 0.90074%					



CARNATION CITY COUNCIL AGENDA BILL

TITLE: An Ordinance Of The City Council Of The City Of Carnation, Washington, Amending Section 8.26.030 Of The Carnation Municipal Code Entitled “Types Of Nuisances” To Include Provisions Related To City Manager Designees, Tire And Wood Accumulation, Commercial Buildings, And Right-of-way Obstruction, Providing For Severability And Effective Date.	Agenda Bill No.:	AB23-97
	Type of Action:	ORDINANCE
	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS: <ul style="list-style-type: none"> • Ordinance No. 982 	Date Submitted:	11/21/23
	For Agenda of:	11/21/23
	Expenditure Required:	0
	Amount Budgeted:	N/A
	Appropriation Required:	N/A

SUMMARY STATEMENT AND DISCUSSION:
 The City Council wishes to improve the aesthetics of the City and it recognizes that it is imperative for the constructions projects to be finalized and to avoid blight.

RECOMMENDED ACTION: I move to accept Ordinance 982 an ordinance of the city council of the city of carnation, Washington, amending section 8.26.030 of the carnation municipal code entitled “types of nuisances” to include provisions related to city manager designees, tire and wood accumulation, commercial buildings, and right-of-way obstruction, providing for severability and effective date.

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.:		

ORDINANCE NUMBER 982

CITY OF CARNATION, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, AMENDING SECTION 8.26.030 OF THE CARNATION MUNICIPAL CODE ENTITLED “TYPES OF NUISANCES” TO INCLUDE PROVISIONS RELATED TO CITY MANAGER DESIGNEES, TIRE AND WOOD ACCUMULATION, COMMERCIAL BUILDINGS, AND RIGHT-OF-WAY OBSTRUCTION, PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City of Carnation has previously adopted regulations related to types of nuisance as set forth in section 8.26.030 Carnation Municipal Code (CMC); and

WHEREAS, pursuant to the authority granted under the Washington State Constitution, Art. XI Sec.11, the City of Carnation “may make and enforce within its limits all such local police, sanitary, and other regulations as are not in conflict with general laws;” and

WHEREAS, the City of Carnation is a code city organized under the laws of Washington State; and

WHEREAS, state law empowers code cities to define and abate nuisance and impose fines upon person responsible for creating or allowing nuisances, RCW 35A.21.160, RCW 35.22.280(3); and

WHEREAS, it is necessary to provide for the City Manager’s designee to act on nuisances when the City Manager is out of town or otherwise unavailable; and

WHEREAS, the current provisions of the CMC do not provide adequate tools for granting authority to the City Manager’s Designee; and

WHEREAS, some persons who own or control property in the City of Carnation allow materials including tires and/or wood to accumulate on their properties causing serious health, safety, and welfare concerns

WHEREAS, the current provisions of the CMC do not address accumulation of wood and/or tire materials on properties; and

WHEREAS, obstructed rights-of-way present a safety risk to drivers and pedestrians;
and

WHEREAS, the current provisions of the CMC do not address obstructed rights-of-way;
and

WHEREAS, unpermitted commercial buildings, abandoned commercial buildings, and untimely work on commercial buildings presents a nuisance to the public; and

WHEREAS, the current provisions of the CMC do not address commercial buildings;
and

WHEREAS, the City finds that the provisions of this Ordinance are necessary for the public health, safety, and welfare.

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

Section 1. Section 8.26.030 of the Carnation Municipal Code entitled “Types of Nuisances” is hereby amended to read as follows:

8.26.030 Types of Nuisances

Each of the following conditions, unless otherwise permitted by law, is declared to constitute a public nuisance, and whenever the city manager or designee determines that any of these conditions exist upon any premises, including but not limited to the area of the public right-of-way extending to the boundary of the paved roadway, the city manager or designee may provide for the abatement thereof and monetary penalties may be assessed in the amount of two hundred fifty dollars per day for each day following declaration of public nuisance, pursuant to [Section 1.16.010](#) of this code.

- A. The existence of any trash, dirt, filth, the carcass of any animal, accumulation of yard trimmings or other matter which is offensive to a reasonable person; except for such yard debris that is properly contained for the purpose of composting; or
- B. Erecting, maintaining, using, placing, depositing, leaving or permitting to be or remain in or upon any premises, which may be viewed or smelled from without the premises, or in or upon any street, alley, sidewalk, park, parkway or other public or private place in the city, any one or more of the following disorderly, disturbing, unsanitary, fly-producing, rat-harboring, disease-causing places, conditions or things:
 - 1. Any putrid, unhealthy or unwholesome bones, meat, hides, skins, the whole or any part of any dead animal, fish or fowl, or waste parts of fish, vegetable or animal matter in any quantity; but nothing herein shall prevent the temporary retention of waste in approved covered receptacles; or
 - 2. Any privies, vaults, cesspools, jumps, pits or like places which are not securely protected from flies and rats, or which are malodorous; or
 - 3. An accumulation of material including, but not limited to bottles, cans, glass, plastic, ashes, tires, wood, scrap metal, wire bric-a-brac, broken stone or cement, broken crockery, broken glass, broken plaster, litter, rags, empty barrels, boxes, crates, packing cases, mattresses, bedding, packing hay, straw or other packing material or building materials on any premises

which not properly stored or neatly piled or is offensive to a reasonable person or in which flies or rats may breed or multiply; or

- C. The existence of any fence or other structure on private property abutting or fronting upon any public street, sidewalk or place which is in a sagging, leaning, fallen, decayed or other dilapidated or unsafe condition; or
- D. The existence of wrecked or disassembled trailers, house trailers, boats, tractors or other vehicle, appliance or machinery of any kind or any major parts thereof; or
- E. The existence on any premises of any abandoned or unused well, pit, shaft, cistern or storage tank without first demolishing or removing from the premises such storage tank, or securely closing and barring any entrance or trapdoor thereto or without filling any well, pit, shaft or cistern or capping the same with sufficient security to prevent access thereto; or
- F. The existence in a place accessible to children of any attractive nuisance dangerous to children, including but not limited to any abandoned, broken or neglected equipment, machinery, refrigerator, freezer, or other large appliance; or
- G. The operation or use of an alarm system, which emits an audible sound where such emission does not automatically cease within fifteen (15) minutes. Any alarm system which does not meet the requirements of this subsection or which, because of repeated audible activations, significantly disturbs the peace of the neighborhood, shall be deemed a public nuisance; or
- H. The existence on any premises of overgrown or substantially unmaintained vegetation or organic matter in such a manner as to pose a fire hazard, obstruct the right-of-way, serve as a potential harborage for rodents or other vermin, or allow for the growth and/or proliferation of noxious weeds. For purposes of this section "unmaintained vegetation" includes, but is not limited to, uncut grasses exceeding twenty-four inches in height, any accumulation or growth of noxious weeds as defined by Chapter 17.10 RCW or Chapter 16-750 WAC, and brambles or berry vines that are not included within a city-approved landscape plan.
- I. Commercial buildings or structures constructed without applicable permits or approvals, or which are partially destroyed or are in a state of partial construction for more than twelve months from initial issuance of the building or demolition permit without evidence of substantial construction activity leading to the completion of the permitted work in a timely manner;
- J. Doorways, windows or other openings into vacant structures or construction projects on vacant land which are not secured and maintained from public access;
- K. Performance of work, other than emergency repairs or minor maintenance which will be completed in seventy-two hours or less, on motor vehicles, vehicle engines

or parts, boats, trailers, or household fixtures or appliances, on a public right-of-way, or performance of such work in yard areas of residential properties so as to be visible from a public right-of-way or neighboring properties;

- L. Commercial buildings or structures that are abandoned, in a state of abandon or vacant for more than 12 months without demonstrated effort to improve, lease or sell the property.

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

Section 3. Effective date. This Ordinance shall take effect five days after its publication by summary.

Passed by the City Council and approved by the Mayor of the City of Carnation Washington at a regular meeting thereof this _____ day of _____, 2023.

Jim Ribail, Mayor

APPROVED AS TO FORM:

ATTEST:

Emily Guildner, City Attorney

Lora Wilmes, City Clerk



CARNATION CITY COUNCIL

AGENDA BILL

TITLE: A resolution amending personnel policies to create an incentive program to allow employees who waive City medical benefit coverage to share in a portion of the cost savings the City realizes from not providing this coverage to employees.	Agenda Bill No.:	AB23-98
	Type of Action:	RESOLUTION
	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS: <ul style="list-style-type: none"> • Resolution No. 506 	Date Submitted:	11-21-23
	For Agenda of:	11-21-23
	Expenditure Required:	\$0
	Amount Budgeted:	N/A
	Appropriation Required:	N/A

SUMMARY STATEMENT AND DISCUSSION:

The City Manager wishes to amend the personnel policies to create an incentive program to allow employees who waive city medical benefit coverage to share in a portion of the costs savings the City realizes from not providing this coverage to the employee.

The City provides comprehensive group medical benefit coverage to employees. Some employees have dual coverage because they also receive coverage through a family member. Currently, there is no incentive for these employees to waive City coverage, meaning the City pays for coverage for all employees and their dependents. To reduce medical benefits costs, some nearby cities – including the cities of Bothell, Des Moines, Redmond, Sammamish, and Shoreline – offer incentives to encourage employees who have other medical benefit coverage to opt-out of city coverage by offering the employees a portion of the savings the cities realize.

Under these programs, employees who can demonstrate that they receive comprehensive group medical benefit coverage from a spouse’s employer can choose to opt out of city coverage, allowing the cities to save on medical benefits costs. To incentivize this, these cities allow employees to receive a portion of the savings in the form of a taxable cash payment in their paycheck.

The City of Carnation provides comprehensive group medical benefit coverage at no cost to the employee. This costs Carnation \$11,000 to \$27,000 per year per employee depending on the number of dependents covered. If the City were to provide 40% of the City’s savings, as is done in Sammamish, employees opting out of coverage would receive a \$4,400 to \$10,800 annual incentive, while the City would realize between \$6,600 and \$16,200 in savings per employee participating in the program.

To qualify for this program, employees would need to demonstrate at the time of enrollment or at hiring and during the annual open enrollment period each year thereafter that they have comprehensive group medical benefits coverage through another entity. Individual medical insurance purchased on an individual or family basis does not qualify under this program. An employee may request coverage if a life change event takes place and or during open enrollments

RECOMMENDED ACTION: I move to accept Resolution 506 amending the personnel policies to establish a medical benefits opt-out incentive program offering qualifying employees 40% of the savings the City realizes from the employee opting out of City-provided medical benefit coverage.

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.:		

**CITY OF CARNATION
Carnation, Washington**

**RESOLUTION NO.
506**

A RESOLUTION OF THE CITY OF CARNATION, WASHINGTON, AMENDING CARNATION'S PERSONNEL POLICIES TO CREATE AN INCENTIVE PROGRAM TO ALLOW EMPLOYEES WHO WAIVE CITY MEDICAL BENEFIT COVERAGE TO SHARE IN A PORTION OF THE SAVINGS THE CITY REALIZES BY NOT PROVIDING COVERAGE TO THOSE EMPLOYEES.

WHEREAS, the City provides employees with comprehensive group medical benefit coverage at no cost to the employees; and

WHEREAS, it costs the City between \$11,000 and \$27,000 per year depending on the number of dependents to provide comprehensive group medical benefit coverage to employees; and

WHEREAS, some employees have access to other comprehensive group medical benefit coverage, such as through the employer of a family member; and

WHEREAS, employees with access to other comprehensive group medical benefit coverage may not want additional comprehensive group medical benefit coverage through the City; and

WHEREAS, several nearby cities, including Bothell, Des Moines, Redmond, Sammamish, and Shoreline, provide financial incentives to those employees who have access to other comprehensive group medical benefit coverage to waive city coverage by sharing a portion of the savings the city realizes by not covering the employee and their qualifying dependents as a cost-saving strategy; and

WHEREAS, cities offering this incentive program provide the employee with a portion of the savings in the form of a taxable cash payment and/or a non-taxable contribution to the employee's 457 deferred compensation account;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, AS FOLLOWS:

Section 1:

1. The City of Carnation offers a medical benefit opt-out incentive program allowing employees to opt-out of the medical benefits offered by the City.
2. In exchange, the employee will receive 40% of the savings the City realizes by not providing that employee and his/her eligible dependents medical benefit coverage as a taxable cash payment as part of the employee's paycheck.
3. To be eligible for such payments, the employee must provide proof of comprehensive medical benefit coverage through another entity that covers all individuals in a group. Individual medical insurance purchased on an individual or family basis does not qualify under this incentive program. Proof of insurance must be provided at the time of enrollment and during the annual open enrollment period each year thereafter.
4. An employee may re-enroll in City-provided medical group benefit coverage during the annual open enrollment period for the subsequent fiscal year or mid-year with a

qualifying event, including loss of comprehensive group medical benefit coverage through another employer.

5. All employees participating in the medical benefit opt-out incentive program must sign a waiver acknowledging participation in the program.
6. The City reserves the right to suspend, discontinue, or modify this program in future years. Employees will be notified during the annual open enrollment period if this program is suspended, discontinued, or modified.

PASSED and **APPROVED** by the City Council this 21st day of November, 2023.

CITY OF CARNATION

By _____
Jim Ribail, Mayor

Attest:

By _____
Lora Wilmes, City Clerk



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A RESOLUTION of the City Council of the City of Carnation, Washington authorizing the City Manager to include an annual allocation in the legislative budget under Fund 001 of \$1,500 for each Council seat.	Agenda Bill No.:	AB23-99
	Type of Action:	RESOLUTION
	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS: <ul style="list-style-type: none"> • Resolution 507 	Date Submitted:	11/21/23
	For Agenda of:	11/21/23
	Expenditure Required:	\$7,500
	Amount Budgeted:	N/A
	Appropriation Required:	N/A

SUMMARY STATEMENT AND DISCUSSION:
 The City Council wishes to establish an allocation for District Seat to access legal counsel and other consulting services of \$1,500 per year.

RECOMMENDED ACTION: I move to accept Resolution 507 that establishes yearly allocations of \$1,500 per Council seat.

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.:		

CITY OF CARNATION
RESOLUTION NO. 507

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON AUTHORIZING CITY MANAGER TO INCLUDE AN ANNUAL ALLOCATION IN THE LEGISLATIVE BUDGET UNDER FUND 001 OF \$1,500 FOR EACH COUNCIL SEAT.

WHEREAS, the City Council members may from time to time need to access legal services provided by the City's Legal Counsel,

WHEREAS, the City Council members may from time to time need to access services provided by City selected consultants,

WHEREAS, the City Council understands that City Council members are encouraged to access legal counsel and other consultants through the City Manager.

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

Section 1. The above recitals are true and correct.

Section 2: The Council of the City of Carnation, sets an annual allocation of \$1,500 for each council seat beginning with FY 2024 to be spent as indicated above.

Section 3. The Council of the City of Carnation understands that all invoices associated with this allocation will undergo the same process as any other claim.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 21st DAY OF NOVEMBER 2023.

CITY OF CARNATION

MAYOR, JIM RIBAIL

ATTEST/AUTHENTICATED:

CITY CLERK, LORA WILMES



CARNATION CITY COUNCIL

AGENDA BILL

TITLE: A RESOLUTION authorizing City Manager to enter into contract with KPG, Psomas for on-call engineering services.	Agenda Bill No.:	AB23-107
	Type of Action:	RESOLUTION
	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS: <ul style="list-style-type: none"> • Resolution 508 • Proposed Contract • KPG Fee Schedule 	Date Submitted:	11-21-23
	For Agenda of:	11-21-23
	Expenditure Required:	\$100,000
	Amount Budgeted:	\$100,000
	Appropriation Required:	N/A
	SUMMARY STATEMENT AND DISCUSSION: The City Manager wishes to receive authorization from the Council to enter into contract with KPG Psomas for on-call engineering services. KPG, Psomas will help with Capital Improvement Projects and on-site inspections for Community Development Projects. Part of these costs will be cost recovery under the CED department and under certain CIP Projects. Last year (2022) the City went through a formal RFP process and KPG Psomas was selected as one of the firms. Our goal is to cost-recover 70% of the fee costs.	
RECOMMENDED ACTION: I move to accept Resolution 508 to authorize City Manager to enter into contract with KPG, Psomas for on-call engineering services.		
LEGISLATIVE HISTORY:		
ACTION TAKEN		
MOTION AS PROPOSED		
MOTION AS AMENDED		
Motion made by:		
Motion made by:		
Second by:		
Second by:		
	YES Vote	NO Vote
Hawkins		
Ribail		
Harris		
Burrell		
Green		
Passed/Failed		
Ordinance/Resolution No.:		
Ordinance/Resolution No.:		

CITY OF CARNATION

RESOLUTION NO. 508

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON AUTHORIZING CITY MANAGER TO ENTER INTO CONTRACT WITH KPG, PSOMAS FOR ON-CALL ENGINEERING

WHEREAS, the City Requested for Proposals for on-call City Engineering,

WHEREAS, KPG, Psomas were selected as one of the qualified firms,

WHEREAS, KPG, Psomas will help with Capital Improvement Projects and provide on-site inspections for the Community Development Department

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

Section 1. The above recitals are true and correct

Section 2: The Council of the City of Carnation, Washington are hereby authorizing City Manager to negotiate and enter into contract with the KPG, Psomas for on-call engineering as is herein referred to.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 21st DAY OF NOVEMBER 2023.

CITY OF CARNATION

MAYOR, JIM RIBAIL

ATTEST/AUTHENTICATED:

CITY CLERK, LORA WILMES

CONSULTANT AGREEMENT (V1.23)	
PROJECT TITLE AND IDENTIFICATION NUMBER KPG, Psomas On Call	WORK DESCRIPTION Engineering On-Call with Capital Improvement Projects and Development Projects
CONSULTANT KPG, Psomas	CONSULTANT CONTACT NAME, AND TELEPHONE NO. ⁴ Jordan Perry PE
FEDERAL I.D. NO. ⁵ 95-2863554	BUDGET OR FUNDING SOURCE Including but not limited to 101 and 301.
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. ⁷	MAXIMUM AMOUNT PAYABLE, IF ANY \$100,000.00 ⁸
COMPLETION DATE 01/01/2025	¹⁰ <input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input type="checkbox"/> Schedule Rate/Time and Materials <input checked="" type="checkbox"/> Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on November 22nd, 2023 between the City of Carnation, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

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

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

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

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

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

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

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

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

5. Extra Work.

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

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

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

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

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits. The provisions of this section are expressly subject to the provisions of Section 10.

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

8. Indemnity.

A. Indemnity for Non-Professional Services.

The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorneys' fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to

property, arising out of or otherwise resulting from the acts, errors, or omissions of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: The CONSULTANT's obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or sole negligence of the City.

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

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

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

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

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

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

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

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY using an additional insured endorsement at least as broad as ISO CG 20 10 or CG 20 37.

3. Workers' Compensation coverage as required by the Industrial

Insurance laws of the State of Washington.

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

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

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

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

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

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

C. Other Insurance Provisions.

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

D. Cancellation.

The CONSULTANT shall provide the CITY with written notice of any policy cancellation within two business days of its receipt of such notice. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the CITY. .

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

E. Acceptability of Insurers.

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

F. No Limitation.

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

G. Failure to Maintain Insurance.

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

H. City Full Availability of Consultant Limits.

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

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

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

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a

material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

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

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

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

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

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

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

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any

customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

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

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

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

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

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

21. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations. Without limitation of the foregoing, CONSULTANT expressly acknowledges that the City is a Washington municipality organized under the Optional Municipal Code of Title 35A RCW and the council-manager plan of government set forth at Chapter 35A.13 RCW. CONSULTANT shall perform its work, and conduct its relations with the City's staff and elected

officials, subject to and in accordance with the legal parameters established by the above-cited statutes and all other applicable state and federal laws.

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

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

CITY OF CARNATION:

By: Terry Wright _____ Ana Cortez, City Manager
Title: Vice President _____

ATTEST/AUTHENTICATED:

Lora Wilmes, City Clerk

EXHIBIT A

SCOPE OF WORK

Creating proper bid documents, engineering as needed and construction management for Capital Improvement Projects, Coordinating meeting with WSDOT as required for funding allocations.
Inspection and Development Management for Community Development Department

EXHIBIT B
COMPLETION SCHEDULE

01/01/2025

EXHIBIT C
FEE SCHEDULE

EXHIBIT C

SUBCONSULTANT LIST

No Subconsultant work under this contract

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 1.7337	of DSC 30%	(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
Environmental Manager	72.12	125.03	21.64	219
Biologist	48.50	84.08	14.55	147
Environmental Planner	47.00	81.48	14.10	143
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.



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A MOTION to select Michael Pendleton as facilitator for the City of Carnation 2024 annual retreat.	Agenda Bill No.:	AB23-108
	Type of Action:	MOTION
	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS:	Date Submitted:	11/21/23
	For Agenda of:	11/21/23
	Expenditure Required:	0
	Amount Budgeted:	N/A
	Appropriation Required:	N/A

SUMMARY STATEMENT AND DISCUSSION:
 Mr. Pendleton has worked with the City Council for many years; for this reason, he has tremendous insight and context for the evolution of the Carnation City Council. The City Council understands that there are other consultants that can also facilitate this retreat however, Mr. Pendleton is uniquely qualified due to this long history with the City.

RECOMMENDED ACTION: I move to select Mr. Pendleton as the facilitator for the City Council's 2024 retreat.

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.:		



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A resolution authorizing the City Manager to purchase valves that connect the Vac station to the sewer trunk line for a total price not to exceed \$86,000.	Agenda Bill No.:	AB23-109			
	Type of Action:	RESOLUTION			
	Origin: <i>(Council/Manager)</i>	City Manager			
	Agenda Bill Author:	City Manager			
EXHIBITS: <ul style="list-style-type: none"> Resolution No. 509 Quote from Pump Tech Other quotes 	Date Submitted:	11/21/23			
	For Agenda of:	11/21/23			
	Expenditure Required:	\$86,000			
	Amount Budgeted:	\$86,000			
	Appropriation Required:	0			
	SUMMARY STATEMENT AND DISCUSSION: Five valves that connect the trunk line to the Vac Station have been failing for a number of years. These valves are important because they are conduits from the homes/commercial units to the vac station. Failure would cause backups in the private residential/commercial units. Clearly such backups would create serious inconvenience for rate payers.				
RECOMMENDED ACTION: I move to accept Resolution No. 506 authorizing the City Manager to purchase valves that connect the Vac station to the sewer trunk line for a total purchase not to exceed \$86,000.					
LEGISLATIVE HISTORY:					
ACTION TAKEN					
MOTION AS PROPOSED		MOTION AS AMENDED			
Motion made by:		Motion made by:			
Second by:		Second by:			
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:		Ordinance/Resolution No.:			

**CITY OF CARNATION
Carnation, Washington**

**RESOLUTION NO.
509**

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO PURCHASE VALVES THAT CONNECT THE VAC STATION TO THE SEWER TRUNK LINE FOR A TOTAL PRICE NOT TO EXCEED \$86,000.

WHEREAS, replacing Failing Isolation Valves in Vac Station is imperative to adhere to public health regulations; and

WHEREAS, these Isolation Valves are critical for the function of the sewer Mains; and

WHEREAS, The valves are not functioning properly and need replacement as soon as possible; and

WHEREAS, this replacement is time sensitive.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, AS FOLLOWS:

Section 1:

1. The above recitals are true and correct.
2. The City Council hereby authorizes the City Manager to purchase valves that connect the Vac station to the sewer trunk line.
3. This Resolution shall take effect immediately upon its adoption.

PASSED and APPROVED by the City Council this 21st, day of November, 2023

CITY OF CARNATION

By _____
Jim Ribail, Mayor

Attest:

By _____
Lora Wilmes, City Clerk



Sales Quotation

TO: Mike Tipton Carnation, City of PO Box 1238 Carnation, WA 98014	Salesperson: Kirk Jackson / Kenny Sluis Lead Time: Est. 12 Weeks ARO FOB: FOB ORIGIN - FFA Ship Via: BEST WAY Project Name: Cutter Upgrade - AirVac PS, Cornell 6NHTA	Quote #: 0178656 Date: 9/21/2023 Expires: 10/21/2023
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Item	Price	Qty	Extend
Cornell 6NHTA Delta Conversion Parts and Labor to Upgrade Existing 6NHTA pumps to delta style impellers including: - Suction Cover - Volute, 6NH and gasket - Cleanout cover - Impeller, 6DH 13" Trim - Misc. Hardware, Gaskets, O-rings, etc. - PW labor for two service technicians	21600.00	2.00	43,200.00
Belt Drive Motor Mount Upgrade Parts and Labor to Upgrade Existing Motor configuration to Belt-Drive System including belts, sheaves, base, guards, etc. - PW labor for two service technicians	16500.00	2.00	33,000.00

NOTICE: ONGOING GLOBAL AND DOMESTIC SUPPLY INSTABILITIES

Due to the global supply chain disruptions, and material shortages, PumpTech, LLC is unable to guarantee any current or previously quoted lead times. We always work vigorously to fulfill all orders as quickly as possible. Due to the continuous and ongoing global freight and material price increases, we are strictly following our Quotation Validity Time of 30 days from the date of the quote. We are doing our best to contain both costs and shipment dates.

Estimated lead times are subject to prior sale, availability and current shop loads. Lead times will be determined, per order, at the time of receipt of order acknowledgment from our suppliers. Once we have received acknowledgment, we will alert you to the current lead time. Where applicable, lead times will not begin until: internal engineering review and approval, 100% signed off approved submittals, and signed off drawings and/or contract approval. Freight is not included in this quote, unless specifically stated. PumpTech, LLC will not accept any penalties or LD's for any delays caused by COVID-19, material shortages, supply chain issues, or transportation delays.

The above order is subject to Pumptech, LLC's standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.
 By signature below, I accept this offering:

Signed: _____
 Name: _____ Title: _____

SubTotal	76,200.00
Freight:	0.00
Sales Tax:	6,629.40
Total - Check/Cash:	82,829.40
Total - Card:	68,85,521.36

FORMATION OF CONTRACT: These standard terms and conditions of sale ("Terms and Conditions") together with the sales covenants, the general specifications, the technical specifications, and any addendum thereto, including any acknowledgement by PUMPTECH, LLC, comprise the "Proposal" or "Sales Quotation" (collectively the "Quotation"), which upon acceptance by Purchaser become the "Agreement." Subject to prior credit approval by PUMPTECH, LLC (see "Credit Approval and Payment Terms" section below), Purchaser may accept the Quotation through: (i) delivering a purchase order that incorporates the Quotation by reference and payment of the initial deposit; (ii) other written indication by Purchaser of its acceptance of the Quotation along with payment of the initial deposit; (iii) delivering a purchase order or other written indication by Purchaser of its acceptance of the Quotation and agreement by both parties on a standard progress payment plan that does not require an initial deposit (see "Credit Approval and Payment Terms" section below); or (iv) receipt by Purchaser of PUMPTECH, LLC's acknowledgement without notice of rejection. The effective date of the Agreement shall be the date that PUMPTECH, LLC communicates to Purchaser via PUMPTECH, LLC's acknowledgement, in writing. PUMPTECH, LLC's obligations under the Quotation or the Agreement shall not commence until the effective date. The scope of work for the Agreement is limited to the equipment, machinery, goods, engineering services (if applicable) and/or related commissioning services (if applicable) specifically set forth in the Agreement ("Equipment"). The scope of work does not include installation or any on-site services unless specifically identified as being included in the price in the Agreement. Any terms and conditions contained in any purchase order, plans and specifications, correspondence, or accompanying payment for delivery of the Equipment, which are different from or in addition to the Terms and Conditions herein, shall not be binding on PUMPTECH, LLC, whether or not they would materially alter the Agreement, and PUMPTECH, LLC hereby objects to and rejects the same unless such terms and conditions are delivered to PUMPTECH, LLC prior to Quotation and referenced in the Quotation.

CREDIT APPROVAL AND PAYMENT TERMS: Credit approval is required by PUMPTECH, LLC prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order. PUMPTECH, LLC's payment terms are net thirty (30) days from invoice date. In some circumstances PUMPTECH, LLC may require progress payments. Progress payments are due and payable upon receipt of invoice. PUMPTECH, LLC's "Standard Progress Payment Plan" is defined as a payment plan that includes the following terms in the purchase order or the Agreement: 1st: fifteen percent (15%) upon receipt of approved drawings; 2nd: thirty percent (30%) upon order of major components; 3rd: twenty percent (20%) upon receipt of major components at PUMPTECH, LLC's facility; 4th: thirty percent (30%) upon shipment; and 5th: five percent (5%) on start-up. If not included within the Quotation, all applicable federal, state and local taxes will be added to each invoice. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) until fully paid, including any interest accruing thereon. If PUMPTECH, LLC chooses to turn any past-due balances over to a collection agency, Purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts.

CHANGE ORDERS: Changes to the design, specifications, scope of supply, delivery schedule, Equipment demonstration site or date, shipping instructions of the Equipment, or any material term of the Agreement, may only be made upon execution by Purchaser and PUMPTECH, LLC in writing ("Change Order"). Such Change Order shall state the parties' agreement on (i) change in the specifications, designs, scope of work, delivery schedule or shipping instructions for the Equipment, (ii) an adjustment to the purchase price, and (iii) an adjustment in the date of shipment of the Equipment and/or the period of performance. Both parties agree and acknowledge that unless a Change Order is agreed upon in writing by both parties, the Agreement shall not be modified in any manner. In addition, PUMPTECH, LLC has the right to suspend performance of its obligations hereunder without liability during the period while the change is being evaluated and negotiated. In the event Purchaser has communicated proposed changes to PUMPTECH, LLC, PUMPTECH, LLC, at its sole discretion, shall either: (a) accept the Change Order; (b) reject the Change Order and continue performance under the existing Agreement; or (c) cancel the Agreement. In the event that PUMPTECH, LLC elects (b) above, Purchaser shall either (i) agree to continued performance by PUMPTECH, LLC pursuant to the Agreement or (ii) cancel the Agreement. In the event of (b)(ii), Purchaser shall pay PUMPTECH, LLC for all amounts then due and owing under the Agreement plus all incurred costs not yet billed (e.g., labor and materials) plus fifteen percent (15%) for profit on all incurred costs not yet billed.

SHIPMENT: Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Although PUMPTECH, LLC shall use commercially reasonable efforts to have the Equipment delivered within the time estimated, any quoted shipment time is based on information from suppliers and is not intended to be an exact date or a guarantee. Any late delivery charges due to shipment beyond the estimated schedule will not be accepted.

WARRANTY: The only warranty/guarantee implied or applied to this Agreement are those as put forth by the original manufacturer. New equipment manufactured by PUMPTECH, LLC are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of shipment (ninety (90) days for repaired equipment) provided that the Purchaser has timely made all payments due under the Agreement and the product is properly installed, serviced, and operated under normal conditions. If within one (1) year of installation PUMPTECH, LLC receives written notice from Purchaser of defective material or workmanship with respect to Equipment, PUMPTECH, LLC's sole obligation shall be, at PUMPTECH INC.'s option, either to (i) repair the Equipment, (ii) replace the Equipment, or (iii) refund the amount paid by Purchaser. PUMPTECH, LLC shall have no other obligation or liability whatsoever with respect to any defective material(s) or service. Materials to be replaced or items for which services are to be re-performed shall be shipped by Purchaser to, PUMPTECH, LLC's shop in Bellevue, Washington or to such location as PUMPTECH, LLC may designate. Purchaser is responsible for prepayment of freight and insurance of such shipment. Purchaser shall provide returned items to PUMPTECH, LLC in such a state that PUMPTECH, LLC may inspect the item immediately upon PUMPTECH, LLC's receipt thereof. If found to be defective, PUMPTECH, LLC will prepay all freight and insurance costs of the return shipment of the repaired or replaced item. Any repaired or replaced items shall be warranted only for the remaining period of the original warranty. Expedited repairs are subject to expediting fees. Products inspected and proven to be non-defective are subject to service charges and will be returned to Purchaser at Purchaser's expense. THIS AGREEMENT DOES NOT GRANT ANY OTHER WARRANTY OR GUARANTEE OR MAKE ANY REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. THIS WARRANTY SHALL NOT BE VALID IF THE ITEMS THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT HAVE BEEN SUBJECTED TO ABUSE, MISUSE, ACCIDENT, ALTERATION, MODIFICATION, NEGLIGENCE, UNAUTHORIZED REPAIR, OR EXPOSURE TO CONDITIONS BEYOND THE APPLICABLE ENVIRONMENT. THIS WARRANTY SHALL ALSO BE VOID IF THE ITEMS ARE ASSIGNED, SOLD OR TRANSFERRED TO AN ENTITY OTHER THAN PURCHASER.

LIMITATION OF LIABILITY: PUMPTECH, LLC's liability on any claim of any kind (excluding bodily injury or death) whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from all services and Equipment covered by or furnished under this Agreement, shall in no case exceed the price of the specific service or Equipment which gives rise to the claim. PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT IN NO EVENT WILL PUMPTECH, LLC BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THOSE FOR LABOR, EXPENSES, LOSS OF PROFITS OR REVENUE, LOST OPPORTUNITIES, OR SIMILAR DAMAGES OF ANY KIND. INDEMNIFICATION: Purchaser agrees to defend, indemnify and hold harmless PUMPTECH, LLC and its respective affiliates, officers, directors, employees, shareholders and agents from and against all losses, costs, expenses, damages, suits or liability of any nature incurred in whole or in part as a result of the conduct, negligence, or willful misconduct of Purchaser, its agents, servants, employees or customers or caused by Purchaser's property or property under the responsibility of Purchaser.

DISPUTE RESOLUTION: All claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to PUMPTECH, LLC's services and/or these Terms and Conditions (collectively "Claims") will be resolved, first, by a formal mediation conducted by an experienced mediator mutually agreed upon by PUMPTECH, LLC and Purchaser, and, if mediation should fail to resolve the Claims, secondly, by reference to and determination by binding arbitration governed by the Federal Arbitration Act and administered by the American Arbitration Association under its rules for resolution of disputes, or under other mutually agreed procedures. The parties agree that any arbitration proceeding shall be presided over by a neutral arbitrator selected by the parties who shall have at least twenty (20) years of experience practicing law related to sales contract disputes. Any such proceedings under mediation or arbitration shall be conducted in Seattle, Washington. This provision shall survive the termination of the Agreement governed by these Terms and Conditions.

CHOICE OF LAW: This Agreement shall be construed in accordance with the laws of the State of Washington.

ATTORNEY FEES: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

FINAL AGREEMENT: This Agreement merges all prior discussions, whether written or oral, and is the entire understanding and agreement of the parties; neither party shall be bound by additional or other representations, conditions, or promises except as subsequently set forth in writing and signed by the party to be bound.

(Purchaser's signature)

Printed Name & Title

(Date)



FROST ENGINEERING

a Division of



Frost Engineering,
a Division of PumpTech, LLC

12020 SE 32ND Street Suite 2
Bellevue, WA 98005
Phone: 360-668-0280
kjackson@pumptechnw.com

Sales Quotation

Customer#: 0024000

TO:
Mike Tipton
Carnation, City of
PO Box 1238
Carnation, WA 98014

Salesperson: Kirk Jackson / Remmert Wolters
Lead Time: 16-18 Weeks
FOB: FOB ORIGIN - PPA
Ship Via: BEST WAY

Quote #: 0178512
Date: 9/15/2023
Expires: 10/15/2023

Project Name: Milliken Isolation Valve Replacement

Item		Price	Qty	Extend
611-N-1-Auma-10"	Milliken 600 Series Std Port Plug Valve Size/Conn: 10", Class 125 FF Flanged Body: Ductile Iron Plug: Buna Encapsulated Ductile Iron Seat: Welded Nickel Actuation: Auma Electric Actuator w/ Gear Override Service: On/Off Power: 120 VAC	14,375.00	5.00	71,875.00
Labor - Frost Tech 5	Enclosure: NEMA 4/6P Weatherproof Valve Installation by Two Technicians Required Downtime/Day: 4 Hours 4 Hours/Valve + 2 Hours of Travel Time Tech Rate @ \$230.00/Hour	2,760.00	5.00	13,800.00

NOTICE: ONGOING GLOBAL AND DOMESTIC SUPPLY INSTABILITIES

Due to the global supply chain disruptions, and material shortages, PumpTech, LLC is unable to guarantee any current or previously quoted lead times. We always work vigorously to fulfill all orders as quickly as possible. Due to the continuous and ongoing global freight and material price increases, we are strictly following our Quotation Validity Time of 30 days from the date of the quote. We are doing our best to contain both costs and shipment dates.

Estimated lead times are subject to prior sale, availability and current shop loads. Lead times will be determined, per order, at the time of receipt of order acknowledgment from our suppliers. Once we have received acknowledgment, we will alert you to the current lead time. Where applicable, lead times will not begin until: internal engineering review and approval, 100% signed off approved submittals, and signed off drawings and/or contract approval. Freight is not included in this quote, unless specifically stated. PumpTech, LLC will not accept any penalties or LD's for any delays caused by COVID-19, material shortages, supply chain issues, or transportation delays.

The above order is subject to Pumptech, LLC's standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.

By signature below, I accept this offering:

Signed: _____

Name: _____ Title: _____

SubTotal 85,675.00

Sales Tax: 7,453.73

Total - Check/Cash: 93,128.73

Total - Card: 96,155.41



FORMATION OF CONTRACT: These standard terms and conditions of sale ("Terms and Conditions") together with the sales covenants, the general specifications, the technical specifications, and any addendum thereto, including any acknowledgement by PUMPTTECH, LLC, comprise the "Proposal" or "Sales Quotation" (collectively the "Quotation"), which upon acceptance by Purchaser become the "Agreement." Subject to prior credit approval by PUMPTTECH, LLC (see "Credit Approval and Payment Terms" section below), Purchaser may accept the Quotation through: (i) delivering a purchase order that incorporates the Quotation by reference and payment of the initial deposit; (ii) other written indication by Purchaser of its acceptance of the Quotation along with payment of the initial deposit; (iii) delivering a purchase order or other written indication by Purchaser of its acceptance of the Quotation and agreement by both parties on a standard progress payment plan that does not require an initial deposit (see "Credit Approval and Payment Terms" section below); or (iv) receipt by Purchaser of PUMPTTECH, LLC's acknowledgement without notice of rejection. The effective date of the Agreement shall be the date that PUMPTTECH, LLC communicates to Purchaser via PUMPTTECH, LLC's acknowledgement, in writing. PUMPTTECH, LLC's obligations under the Quotation or the Agreement shall not commence until the effective date. The scope of work for the Agreement is limited to the equipment, machinery, goods, engineering services (if applicable) and/or related commissioning services (if applicable) specifically set forth in the Agreement ("Equipment"). The scope of work does not include installation or any on-site services unless specifically identified as being included in the price in the Agreement. Any terms and conditions contained in any purchase order, plans and specifications, correspondence, or accompanying payment for delivery of the Equipment, which are different from or in addition to the Terms and Conditions herein, shall not be binding on PUMPTTECH, LLC, whether or not they would materially alter the Agreement, and PUMPTTECH, LLC hereby objects to and rejects the same unless such terms and conditions are delivered to PUMPTTECH, LLC prior to Quotation and referenced in the Quotation.

CREDIT APPROVAL AND PAYMENT TERMS: Credit approval is required by PUMPTTECH, LLC prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order. PUMPTTECH, LLC's payment terms are net thirty (30) days from invoice date. In some circumstances PUMPTTECH, LLC may require progress payments. Progress payments are due and payable upon receipt of invoice. PUMPTTECH, LLC's "Standard Progress Payment Plan" is defined as a payment plan that includes the following terms in the purchase order or the Agreement: 1st: fifteen percent (15%) upon receipt of approved drawings; 2nd: thirty percent (30%) upon order of major components; 3rd: twenty percent (20%) upon receipt of major components at PUMPTTECH, LLC's facility; 4th: thirty percent (30%) upon shipment; and 5th: five percent (5%) on start-up. If not included within the Quotation, all applicable federal, state and local taxes will be added to each invoice. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) until fully paid, including any interest accruing thereon. If PUMPTTECH, LLC chooses to turn any past-due balances over to a collection agency, Purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts.

CHANGE ORDERS: Changes to the design, specifications, scope of supply, delivery schedule, Equipment demonstration site or date, shipping instructions of the Equipment, or any material term of the Agreement, may only be made upon execution by Purchaser and PUMPTTECH, LLC in writing ("Change Order"). Such Change Order shall state the parties' agreement on (i) change in the specifications, designs, scope of work, delivery schedule or shipping instructions for the Equipment, (ii) an adjustment to the purchase price, and (iii) an adjustment in the date of shipment of the Equipment and/or the period of performance. Both parties agree and acknowledge that unless a Change Order is agreed upon in writing by both parties, the Agreement shall not be modified in any manner. In addition, PUMPTTECH, LLC has the right to suspend performance of its obligations hereunder without liability during the period while the change is being evaluated and negotiated. In the event Purchaser has communicated proposed changes to PUMPTTECH, LLC, PUMPTTECH, LLC, at its sole discretion, shall either: (a) accept the Change Order; (b) reject the Change Order and continue performance under the existing Agreement; or (c) cancel the Agreement. In the event that PUMPTTECH, LLC elects (b) above, Purchaser shall either (i) agree to continued performance by PUMPTTECH, LLC pursuant to the Agreement or (ii) cancel the Agreement. In the event of (b)(ii), Purchaser shall pay PUMPTTECH, LLC for all amounts then due and owing under the Agreement plus all incurred costs not yet billed (e.g., labor and materials) plus fifteen percent (15%) for profit on all incurred costs not yet billed.

SHIPMENT: Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Although PUMPTTECH, LLC shall use commercially reasonable efforts to have the Equipment delivered within the time estimated, any quoted shipment time is based on information from suppliers and is not intended to be an exact date or a guarantee. Any late delivery charges due to shipment beyond the estimated schedule will not be accepted.

WARRANTY: The only warranty/guarantee implied or applied to this Agreement are those as put forth by the original manufacturer. New equipment manufactured by PUMPTTECH, LLC are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of shipment (ninety (90) days for repaired equipment) provided that the Purchaser has timely made all payments due under the Agreement and the product is properly installed, serviced, and operated under normal conditions. If within one (1) year of installation PUMPTTECH, LLC receives written notice from Purchaser of defective material or workmanship with respect to Equipment, PUMPTTECH, LLC's sole obligation shall be, at PUMPTTECH INC.'s option, either to (i) repair the Equipment, (ii) replace the Equipment, or (iii) refund the amount paid by Purchaser. PUMPTTECH, LLC shall have no other obligation or liability whatsoever with respect to any defective material(s) or service. Materials to be replaced or items for which services are to be re-performed shall be shipped by Purchaser to, PUMPTTECH, LLC's shop in Bellevue, Washington or to such location as PUMPTTECH, LLC may designate. Purchaser is responsible for prepayment of freight and insurance of such shipment. Purchaser shall provide returned items to PUMPTTECH, LLC in such a state that PUMPTTECH, LLC may inspect the item immediately upon PUMPTTECH, LLC's receipt thereof. If found to be defective, PUMPTTECH, LLC will prepay all freight and insurance costs of the return shipment of the repaired or replaced item. Any repaired or replaced items shall be warranted only for the remaining period of the original warranty. Expedited repairs are subject to expediting fees. Products inspected and proven to be non-defective are subject to service charges and will be returned to Purchaser at Purchaser's expense. THIS AGREEMENT DOES NOT GRANT ANY OTHER WARRANTY OR GUARANTEE OR MAKE ANY REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. THIS WARRANTY SHALL NOT BE VALID IF THE ITEMS THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT HAVE BEEN SUBJECT TO ABUSE, MISUSE, ACCIDENT, ALTERATION, MODIFICATION, NEGLIGENCE, UNAUTHORIZED REPAIR, OR EXPOSURE TO CONDITIONS BEYOND THE APPLICABLE ENVIRONMENT. THIS WARRANTY SHALL ALSO BE VOID IF THE ITEMS ARE ASSIGNED, SOLD OR TRANSFERRED TO AN ENTITY OTHER THAN PURCHASER.

LIMITATION OF LIABILITY: PUMPTTECH, LLC's liability on any claim of any kind (excluding bodily injury or death) whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from all services and Equipment covered by or furnished under this Agreement, shall in no case exceed the price of the specific service or Equipment which gives rise to the claim.

PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT IN NO EVENT WILL PUMPTTECH, LLC BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THOSE FOR LABOR, EXPENSES, LOSS OF PROFITS OR REVENUE, LOST OPPORTUNITIES, OR SIMILAR DAMAGES OF ANY KIND.

INDEMNIFICATION: Purchaser agrees to defend, indemnify and hold harmless PUMPTTECH, LLC and its respective affiliates, officers, directors, employees, shareholders and agents from and against all losses, costs, expenses, damages, suits or liability of any nature incurred in whole or in part as a result of the conduct, negligence, or willful misconduct of Purchaser, its agents, servants, employees or customers or caused by Purchaser's property or property under the responsibility of Purchaser.

DISPUTE RESOLUTION: All claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to PUMPTTECH, LLC's services and/or these Terms and Conditions (collectively "Claims") will be resolved, first, by a formal mediation conducted by an experienced mediator mutually agreed upon by PUMPTTECH, LLC and Purchaser, and, if mediation should fail to resolve the Claims, secondly, by reference to and determination by binding arbitration governed by the Federal Arbitration Act and administered by the American Arbitration Association under its rules for resolution of disputes, or under other mutually agreed procedures. The parties agree that any arbitration proceeding shall be presided over by a neutral arbitrator selected by the parties who shall have at least twenty (20) years of experience practicing law related to sales contract disputes. Any such proceedings under mediation or arbitration shall be conducted in Seattle, Washington. This provision shall survive the termination of the Agreement governed by these Terms and Conditions.

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(Purchaser's signature)

Printed Name & Title

(Date)

CITY COUNCIL	NOVEMBER 21, 2023 6:00 PM (Post Agenda: November 17)	DECEMBER 5, 2023 6:00 PM (Post Agenda: December 1)	DECEMBER 19, 2023 6:00 PM (Post Agenda: December 15)	IN THE FUTURE
5 – Public Comment (at 6:10 P.M.)				
6-Consent <i>6a – Minutes</i>	Approval of Minutes <ul style="list-style-type: none"> Regular Session: 11/7/23 	Approval of Minutes <ul style="list-style-type: none"> Regular Session: 11/21/23 	Approval of Minutes <ul style="list-style-type: none"> Regular Session: 12/05/23 	
<i>6b – Claims</i>	Approval of Claims by Check: <ul style="list-style-type: none"> October 24th – November 6th 	Approval of Claims by Check <ul style="list-style-type: none"> 	Approval of Claims by Check <ul style="list-style-type: none"> 	
<i>6c - Payroll</i>	Approval of Payroll: <ul style="list-style-type: none"> October 1st – 31st, 2023 	N/A	Approval of Payroll: <ul style="list-style-type: none"> November 1st – 30th, 2023 	
<i>6d – Agenda Bills</i>		<ul style="list-style-type: none"> AB23-XX 	<ul style="list-style-type: none"> AB23-XX 	
		Scott and Ana Presentation: <ul style="list-style-type: none"> Booster Pump 		
7 -Time-Set Agenda (Proclamations) <i>7a</i>				
<i>7b</i>				
<i>7c</i>				
8 -Time-Set Agenda (PH Date Setting)				
9 -Time-Set Agenda (Public Hearings)	Final Preliminary Budget			
10 - Council Reports				
11 - Staff Reports	PW – Schell CED - Ender CIP/Admin Services - Wilmes CMO – Cortez <ul style="list-style-type: none"> Seattle Dam Tolt Dam FAQ Tolt Dam Community Responsibilities 	PW – Schell CED - Ender CIP/Admin Services - Wilmes CMO – Cortez	PW – Schell CED - Ender CIP/Admin Services - Wilmes CMO – Cortez	

12 – Executive Session	City Manager Review			
13 - Presentations				
14 - Agenda Bills	<ul style="list-style-type: none"> • AB23-95 Tax Authorization • AB23-96 Tax Collection • AB23-97 Nuisance Code • AB23-98 Employee Incentive • AB23-99 Council Allocation • AB23-107 KPG Psomas • AB23-108 Michael Pendleton 	<ul style="list-style-type: none"> • AB23-XX Larry Brown • AB23-XX – Fee Schedule • AB23-XX – Signs • AB23-XX – CM Spending Limit to \$40,000 • AB23-XX Purchasing Policy (Four Options) • Budget 		AB24-XX – Adoption of 2024 docket
15 - Discussion Items	<ul style="list-style-type: none"> • Procurement 	<ul style="list-style-type: none"> • Sign Code • Rates • Fees 		
16 – Capital Purchases	AB23-109 Valves			
17 - Information, Clarification, General Direction Items				
18 - Future Committee Meetings	November 27 – 4:00 PM - 6:00 PM Finance & Operations	December 11 – 4:00-6:00 PM Finance & Operations		January 9 – 5:00-6:00 PM JOINT meeting: City Council and Parks & Planning Board
	December 1 – 2:00 PM – 3:00 PM Economic Development and Public Safety	December 15 – Economic Development and Public Safety		January 20 – 9:00 AM-3:00 PM Council Retreat
19 - Future Agendas	December 5, 2023	December 19, 2023	January 2, 2024	
	December 19, 2025	January 2, 2024	January 16, 2023	
20 – Planning and Parks Board Minutes – First Tuesday	NONE	Planning and Parks Minutes (11/14)		