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## CARNATION CITY COUNCIL AGENDA Regular Meeting

*Mayor Jim Ribail, Deputy Mayor Adair Hawkins, Brodie Nelson, Ryan Burrell, Jessica Merizan*

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**DATE:** February 6<sup>th</sup>, 2024

**TIME:** 6:00 P.M.

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

**Meeting ID:** 983 3856 5355  
**Passcode:** 970731  
**Dial by location:** (253) 215 - 8782

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

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- 1) **CALL TO ORDER:** Mayor Jim Ribail
- 2) **PLEDGE OF ALLEGIANCE:** Councilmember Brodie Nelson
- 3) **ROLL CALL:** City Clerk Lora Wilmes
- 4) **APPROVAL OF AGENDA:** Council of the Whole
- 5) **PUBLIC COMMENT & REQUESTS (At 6:10 PM):** *Public comment on meeting items or other issues of note or concern. Comments may be submitted in advance by writing or e-mailing [clerk@carnationwa.gov](mailto:clerk@carnationwa.gov), or made in person, or by telephone or computer connection at the time of the meeting. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes.*
- 6) **SETTING COUNCIL LIASONS AND COMMITTEES**
  - a) Appointing Councilmembers to serve on the Council Study Committees in 2024
  - b) State, Regional, and Local Boards (p.4)
- 7) **CONSENT AGENDA:**
  - a) Approval of Minutes
    - i) Special Meeting: January 9, 2024 (p.12)
    - ii) Joint Meeting: January 9, 2024 (p.13)

- iii) Regular Session: January 16, 2024 (p.15)
- iv) Council Retreat: January 20, 2024 (p.20)
- b) Approval of Payroll
  - i) Interim Payroll – January 19, 2024
    - (1) \$7,489.47 (p.30)

**8) PROCLAMATIONS:**

- a) NONE

**9) PUBLIC HEARING DATE SETTING:**

- a) AB24-10: A Motion to set a Public Hearing for March 5, 2024, to consider a franchise agreement with Comcast. (p.36)
- b) AB24-11: A Motion to set Public Hearings on March 5, 2024, and March 19, 2024, to consider a residential moratorium. (p.37)

**10) PUBLIC HEARINGS:**

- a) NONE

**11) COUNCIL REPORTS AND REQUESTS:**

**12) STAFF REPORTS:**

- a) City Manager’s Office Report - City Manager Ana Cortez

**13) EXECUTIVE SESSION**

- a) NONE

**14) AGENDA BILLS:**

- a) AB24-13: A Motion to authorize City Manager to enter into contract with Supportive Community for All CERB Contract (p.44)
- b) AB24-14: A Motion authorizing City Manager to enter into a Contract with Shinn Mechanical for a safety platform for sewer collection tank in Vacuum station. (p.61)
- c) AB24-15: A Motion authorizing City Manager to enter into a Contract with TSI for Air Vac control system upgrades. (p,77)
- d) AB24-16: A Motion to appoint Joe Mellin to a 4-year term on the Planning and Parks Board. (p.90)
- e) AB24-17: A Motion to appoint Nathan Sherfey to a 4-year term on the Planning and Parks Board. (p.91)
- f) AB24-18: Resolution of the City Council of the City of Carnation, Washington, amending the Rules of Procedure for the Carnation City Council as adopted by Resolution No. 353 and amended by Resolution No. 389, 448 and 475; and providing for severability. (p.92)
- g) AB24-19: a Motion approving Claims from January 3<sup>rd</sup>, - January 24<sup>th</sup>, 2024 for the amount of \$866,982.97 (p.138)

**15) PRESENTATIONS:**

- a) City of Carnation Organizational Chart – Ashlyn Farnworth (p.143)
- b) What is a Platt? - Rhonda Ender (p.146)
- c) Evacuation Hill Activity – Rhonda Ender
- d) Priorities of Retreat – Ana Cortez (p.156)
- e) East Bird Bid Opening and Project Review – Lora Wilmes (p.172)
- f) Rivers Edge Park – Rhonda Ender (p.175)
- g) Association of Washington Cities, Action Days – Lora Wilmes

**16) CAPITAL PURCHASES:**

- a) NONE

**17) INFORMATION, CLARIFICATION, GENERAL DIRECTION ITEMS:**

**18) PUBLIC RECORDS REQUESTS:**

- a) Kristel Harris - 7
- b) Venkat Addanki (p.181)

**19) PLANNING AND PARKS BOARD MINUTES (1<sup>st</sup> TUESDAY MEETING):**

- a) N/A

**20) FUTURE COMMITTEE MEETINGS:**

- a) To be determined

**21) FUTURE COUNCIL MEETINGS: (p.183)**

- a) February 16<sup>th</sup>, 2024 – Study Session
  - i) 5:00 PM – 6:00 PM
- b) February 16, 2024 - Regular Meeting
  - i) 6:00 PM - 9:30 PM
- c) March 5, 2024 – Regular Meeting
  - i) 6:00 PM – 9:30 PM

**22) ADJOURNMENT:** Mayor Jim Ribail

<b>COMMITTEE</b>	<b>FIRST</b>	<b>SECOND</b>	<b>ALTERNATE</b>	<b>STAFF MEMBER</b>	<b>FREQUENCY</b>
<b>Community Development Committee</b>	Councilmember Burrell	Councilmember Merizan	Councilmember Nelson	Deputy City Manager Ender	Quarterly
<b>King County Sheriff's Office and Public Safety</b>	Mayor Ribail	Councilmember Burrell	Councilmember Nelson	City Manager Cortez	Quarterly
<b>Finance and Operations Committee</b>	Mayor Ribail	Councilmember Nelson	Deputy Mayor Hawkins	City Manager Cortez	Quarterly
<b>Housing and Land Use</b>	Councilmember Merizan	Deputy Mayor Hawkins	Councilmember Nelson	City Manager Cortez	Quarterly

## List of Boards and Committees

See below for a list of boards and their corresponding meeting times. Descriptions of each board are detailed in the following pages.

### State

Group	Frequency	Time	Next Meeting	Format
Washington Traffic Safety Commission	Quarterly	10 AM – 12 PM	04/18/24	In-Person: 621 8th Avenue SE, Suite 409 <b>Olympia</b> , WA 98501
Community Economic Revitalization Board	Every other month, third Thursday of the month	9 AM	03/21/24	In-Person: 1011 Plum Street SE, <b>Olympia</b> , WA 98506

### Regional

Group	Frequency	Time	Next Meeting	Format
King County Flood Control District Advisory Committee	Two to three times between March and August	Varying times	Not Scheduled	Remote
PSRC - Central Puget Sound Economic Development District Board	Quarterly, first Wednesday of the month	10 AM – 12 PM	03/06/24	Hybrid: 1201 3rd Ave., Ste 500, <b>Seattle</b> , WA 98101
PSRC - Growth Management Policy Board	Monthly, first Thursday of the month	10 AM – 12 PM	03/07/24	Hybrid: 1201 3rd Ave., Ste 500, <b>Seattle</b> , WA 98101
PSRC - Transportation Policy Board	Monthly, second Thursday of the month	9:30 AM - 11:30 AM	02/08/24	Hybrid: 1201 3rd Ave., Ste 500, <b>Seattle</b> , WA 98101
Joint Recommendations Committee	Every three months, fourth Thursday of the month	9 AM – 11 AM	Not Scheduled	Remote
King County Regional Policy Committee	Monthly, second Wednesday of the month	3 PM	12/14/24	Hybrid: 516 3rd Ave <b>Seattle</b> , WA 98104
Snoqualmie Watershed Forum/King Conservation District (KCD)/WRIA	Every other month, third Wednesday of the month	3 PM – 5 PM	03/20/24	Remote
King County Regional Water Quality Committee	Monthly, first Wednesday of the month	3 PM	02/07/24	Hybrid: 516 3rd Ave <b>Seattle</b> , WA 98104

King County Regional Transit Committee	Monthly, third Wednesday of the month	3 PM	03/21/24	Hybrid: 516 3rd Ave <b>Seattle</b> , WA 98104
King County Local Services and Land Use Committee	Twice a month, every first and third Wednesday of the month	9:30 AM	02/07/24	Hybrid: 516 3rd Ave <b>Seattle</b> , WA 98104
King County Rural Forest Commission	Every other month, third Thursday of the month	9 AM – 12 PM	03/21/24	Hybrid: 8625 310th Ave SE <b>Issaquah</b> , WA 98027
SCA - Public Issues Committee	Monthly, second Wednesday of the month	7 PM	02/14/24	Remote
City of Seattle Parks, Public Utilities & Technology (OVERSEES SPU)	Twice a month, every second and fourth Wednesday	2 PM	02/14/24	Hybrid: 600 4th Ave, Seattle, WA 98104
Port of Seattle	Twice a month, every second and fourth Tuesday of the month	12 PM	02/13/24	Hybrid: - Second Tuesday: 2711 Alaskan Wy, <b>Seattle</b> , WA 98121 - Fourth Tuesday: 17801 International Blvd <b>Seattle</b> , WA 98158

## Local

Group	Frequency	Time	Next Meeting	Format
Snoqualmie Valley Governments Association	Every other month, fourth Wednesday of the month	Dinner time	03/27/24	In-Person: Varying Locations
Snoqualmie Valley Mobility Coalition	Every other month, second Friday of the month	10:30 AM – 12 PM	02/09/24	Remote
Carnation Chamber of Commerce	Monthly, Second Monday of the month	Alternating mornings (8 AM – 10 AM) and evenings (6 PM – 8 PM)	02/12/24	In-Person: Varying Locations

## **STATE**

### **1. Washington Traffic Safety Commission**

The Governor's Office seeks a city elected official to serve on the Washington Traffic Safety Commission. The individual serves a term for an unspecified period of time, at the pleasure of the Governor.

#### *About the Traffic Safety Commission:*

The Washington Traffic Safety Commission advises and confers on programs and activities within the scope of the Highway Safety Act. The commission is composed of the Governor (chair), the Superintendent of Public Instruction, the Director of Licensing, the Secretary of Transportation, the Chief of State Patrol, the Secretary of Health, the Director of the Health Care Authority, as well as a representative from cities, counties, and the judiciary.

### **2. Community Economic Revitalization Board**

The Department of Commerce seeks one city elected official to serve on the Community Economic Revitalization Board (CERB).

#### *About the Community Economic Revitalization Board:*

CERB was formed in 1982 to respond to local economic development in Washington communities. CERB provides funding to local governments and federally recognized tribes for public infrastructure which supports private business growth and expansion. Eligible projects include domestic and industrial water, storm water, wastewater, public buildings, telecommunications, and port facilities. Learn more about the [Community Economic Revitalization Board](#).

### **3. Association of Washington Cities**

Attend board meetings and volunteer in various ad-hoc committees.

## **REGIONAL**

### **1. King County Flood Control District Advisory Committee**

The [King County Flood Control District](#) is a special purpose government created to provide funding and policy oversight for flood protection projects and programs in King County. The Flood Control District's Board is composed of the members of the King County Council.

The [Water and Land Resources Division](#) of the King County Department of Natural Resources and Parks carries out the approved flood protection projects and programs under an interlocal agreement.

### **2. Puget Sound Regional Council**

#### **a. Central Puget Sound Economic Development District Board**

The Central Puget Sound Economic Development District Board is the governing board for the federally designated economic development district for King, Kitsap, Pierce, and Snohomish counties. Its members include representatives from private business, local governments, Tribes, and trade organizations. The board is responsible for development and adoption of the region's [Comprehensive Economic Development Strategy \(CEDS\)](#).

**b. Growth Management Policy Board (GMPB)**

The Growth Management Policy Board includes representatives of PSRC's member jurisdictions, regional business, labor, civic and environmental groups. The policy board meets monthly to advise the Executive Board on key growth management issues.

**c. Transportation Policy Board (TPB)**

The Transportation Policy Board includes representatives of the PSRC's member jurisdictions and regional business, labor, civic and environmental groups. The policy board meets monthly to advise the Executive Board on key transportation issues.

**3. Joint Recommendations Committee**

The Joint Recommendations Committee (JRC) is an inter-jurisdictional body that provides funding recommendations and advice on guidelines and procedures for King County and its city partners on a wide range of housing and community development issues. The JRC was created through the interlocal cooperation agreements that formed the following consortia:

- a. King County Community Development Block Grant (CDBG) Consortium
- b. King County HOME Investment Partnerships (HOME) Consortium
- c. King County Regional Affordable Housing Program (RAHP) Consortium

**4. King County Regional Policy Committee**

The Regional Policy Committee reviews and recommends regional policies and plans, other than transit and water quality plans, approved through a work program for the committee.

Issues that may be referred to the Committee or be the subject of the Committee's policy development include health and human services, open space, affordable housing and homelessness, review of county-wide levy plans, solid waste management, economic development, road investments, criminal justice, emergency management planning, jails and district court services, and the siting of regional facilities.

This Committee may also consider issues relating to major regional governance transition and consolidation, particularly those involving potential changes in organization and responsibilities with other county, city, or regional organizations.

**5. Snoqualmie Watershed Forum/King Conservation District (KCD)/WRIA**

The Snoqualmie Watershed Forum is comprised of elected official and citizen representatives from throughout the Snoqualmie Watershed. The Forum helps to coordinate the actions of local governments on fish habitat, flooding, water quality issues in the Snoqualmie Watershed. The Snoqualmie Watershed Forum also helps to coordinate local participation in the development of a salmon conservation plan for the Snohomish River Basin. The Snoqualmie Watershed Forum generally meets on the third Wednesday of every other month.

**6. King County Regional Water Quality Committee**

The Regional Water Quality Committee develops, reviews, and recommends countywide policies and plans addressing wastewater treatment and sewer service issues, long range capital facilities plans, rate policies, and facilities siting. Additionally, the committee provides a



forum for discussion and examination of broader issues of water quality, including pollution sources, surface and storm water control, and regulatory issues.

### **7. King County Regional Transit Committee**

The Regional Transit Committee reviews and makes recommendations to the King County Council on countywide policies and plans for public transportation services operated by the County. The committee's responsibilities include the Strategic Plan for Public Transportation, which sets objectives, goals, and strategies for King County Metro; the King County Metro Service Guidelines, the blueprint for allocation of transit service and measuring performance; and the METRO CONNECTS long-range plan.

### **8. King County Local Services and Land Use Committee**

The Council's Local Services and Land Use Committee considers and makes recommendations on policies relating to:

- a. water supply
- b. unincorporated and rural areas
- c. local government
- d. permitting and zoning
- e. county roads and bridges
- f. levies to support county roads and bridges
- g. emergency management
- h. annexations
- i. local parks and trails
- j. housing
- k. water and sewer district plan
- l. growth management, including regional planning, countywide planning policies; and the Comprehensive Plan
- m. resource lands, including agricultural, forestry and mineral resources.

In the areas within the committee's purview, the committee tracks state and federal legislative action and develops recommendations on policy direction for the county budget

### **9. King County Rural Forest Commission**

The King County Rural Forest Commission is an advisory group of 13 volunteer members, appointed by the King County Executive, who represent a variety of rural forest interests and advise the County on policies and programs affecting rural forests.

Commissioners represent the diversity of rural forestry interests and geographic regions of rural King County, including: private rural forest landowners; advocates of non-timber values of forest land; affected Indian tribes; consumers or users of local forest products (e.g., mills, lumber suppliers, artisans, florist suppliers, and others); academic or professional foresters or forestry associations; rural cities (including Black Diamond, Carnation, Duvall, Enumclaw, North Bend, Skykomish, and Snoqualmie); and the Washington State Department of Natural Resources.

Commission members must have a working knowledge of King County forestry, a strong commitment to promote forestry in the rural area, the ability to work with differing viewpoints to find solutions to complex problems, and a willingness to commit the time. Commission members are asked to volunteer for a minimum term of three years. Duties include attending bi-monthly meetings on the third Thursday of every other month at the Preston Community Center (usually

and occasional subcommittee meetings. Inquiries from King County residents interested in serving on the Commission are welcome at any time.

Recognizing that conserving healthy forests is essential to protecting and restoring water and air quality, providing recreational opportunities and maintaining a viable forestry industry in King County, the Commission issued the report King County Rural Forest Commission Strategic Priorities Recommendations and Actions for Conservation of Forestland in King County in 2022.

## **10. Sound Cities Association (SCA)**

SCA provides leadership through advocacy, education, mutual support, and networking to cities in King County as they act locally and partner regionally to create livable vital communities.

### **a. Public Issues Committee (PIC)**

The SCA Public Issues Committee (PIC) was established by SCA in 1995 as a standing board committee. Per SCA Bylaws, the PIC “shall review and evaluate policy positions and recommend to the Board what, if any, action should be taken on such policy positions”; Governed by SCA Bylaws (adopted by membership as a whole at Annual Meetings), SCA Board Policies (adopted by Board), and PIC Operating Policies (adopted by PIC). The PIC includes a representative of each city in SCA. Each SCA member has a seat and equal vote at the PIC. It is the body responsible for making recommendations on policies and committee appointments to the Board. The PIC is SCA’s vehicle for bringing policies to member cities, and for member cities to bring policies to SCA.

The PIC not only evaluates and recommends policy positions, but it also recommends regional committee and board appointments to the SCA Board of Directors. A nominating committee of the Public Issues Committee consisting of one representative of each SCA Regional Caucus shall be appointed by the Chair of the Public Issues Committee in October to recommend appointments to the committee. Equitable geographic distribution shall be considered in recommending appointments to the Board of Directors.

## **11. City of Seattle Public Utilities/Dam**

To provide policy direction and oversight and to deliberate and make recommendations on legislative matters relating to:

- a. water, drainage, wastewater, and solid waste services provided by Seattle Public Utilities (SPU), including SPU environmental services and utility rates, regional water resources, endangered species recovery plans, waterway cleanup, and green stormwater infrastructure
- b. Seattle City Light, including but not limited to City Light finances, energy utility rates, resource matters, energy policy, regional matters, air pollution regulations, and alternative energy sources

## **12. Port of Seattle**

Since 1911, the Port of Seattle has grown from a fledgling harbor to a multi-faceted organization that runs a world-class seaport and international airport, supporting tourism and commercial fishing industries, partnering in building road and rail infrastructure, and leading in environmental and sustainability efforts. Yet, our values remain rooted in serving the citizens of King County by creating economic opportunity for all, stewarding our environment responsibly, partnering with surrounding communities, conducting ourselves transparently and holding ourselves accountable.

All authority of the Port of Seattle is vested with the Commission in its actions as a public body under RCW 53. Five Commissioners, elected at large by the voters of King County, serve four-year terms to govern the Port, lead all inter-governmental functions, and oversee the Executive Director. The Commission vests authority with the Executive Director and delineates Commission and ED responsibilities through the Delegation of Responsibility and Authority

## **LOCAL**

**1. Snoqualmie Valley Governments Association**

**2. Snoqualmie Valley Mobility Coalition**

**3. Carnation Chamber of Commerce**



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## CARNATION CITY COUNCIL AGENDA Special Meeting Minutes

*Mayor Jim Ribail, Deputy Mayor Adair Hawkins, Brodie Nelson, Ryan Burrell, Jessica Merizan*

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**DATE:** January 9, 2024

**TIME:** 4:30 P.M.

**LOCATION:** City Hall (4621 Tolt Avenue)

1. **CALL TO ORDER:** Mayor Jim Ribail  
at 4:32pm
2. **ROLL CALL:** City Clerk Lora Wilmes
3. **STUDY SESSION:** Council to discuss edits to the Carnation City Council Rules of Procedure document to allow for administrative efficiencies and housekeeping items.
4. **ADJOURNMENT:** Mayor Jim Ribail  
at 5:56pm



## CARNATION CITY COUNCIL AGENDA Joint Meeting Minutes 01.09.24

*Mayor Jim Ribail, Deputy Mayor Adair Hawkins, Brodie Nelson, Ryan Burrell, Jessica Merizan  
Chair Ron Lundeen, Vivian Anschell, Daniel Enciso, Caroline Habell, Brianna Prokopec, Wayne Wallace*

**DATE:** January 9<sup>th</sup>, 2024

**TIME:** 6:00 P.M.

**LOCATION:** City Hall (4621 Tolt Avenue)

**1) CALL TO ORDER:** Mayor Jim Ribail

\*Deputy Mayor Hawkins called the meeting to order at 6:13 PM.

**2) ROLL CALL:** Ashlyn Farnworth

- Present: Mayor Ribail (Remotely), Deputy Mayor Hawkins, Councilmember Nelson, Councilmember Merizan, Chair Ron Lundeen, Board member Anschell, Board member Enciso, Board member Habell, and Board member Wallace.
- Absent: Brianna Prokopec

**3) INTRODUCTION:** Councilmember Jessica Merizan

**4) DISCUSSION:**

- a) 6:15 PM – 7:30 PM: Planning and Parks Board discuss their priorities / Q&A with the Council

Council opened the floor for a public comment period:

- Jules Hughes provided comment.
- Brian provided comment.
- Karen provided comment.
- Maren Van Nostrand provided comment.
- Tim Harris provided comment.

- b) 7:30 PM – 8:00 PM: Present recommendations for the Council to consider

The following priorities were presented by the Planning and Parks Board to the City Council. Please note: Lowest points are the highest priority.

1. Green City (9 points – tied with Infrastructure)

2. Infrastructure (9 points – tied with Green City)
3. Mobility (14 points)
4. Park Activation (18 Points)

\*The Comprehensive Plan is an ongoing and overarching goal.

**5) ADJOURNMENT:** Mayor Jim Ribail

\*Deputy Mayor Hawkins adjourned the meeting at 7:55 PM.

**Approved at the regular meeting of the Carnation City Council on February 6, 2024.**

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**MAYOR JIM RIBAIL**

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**CITY CLERK LORA WILMES**



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## CARNATION CITY COUNCIL AGENDA

### Regular Meeting Minutes 01.16.24

*Mayor Jim Ribail, Deputy Mayor Adair Hawkins, Brodie Nelson, Ryan Burrell, Jessica Merizan*

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- 1) **CALL TO ORDER:** Mayor Jim Ribail  
At: 6:02 PM
- 2) **PLEDGE OF ALLEGIANCE:** Deputy Mayor Adair Hawkins
- 3) **ROLL CALL:** City Clerk Lora Wilmes  
\*City Manager Cortez conducted roll call  
Present: Councilmember Merizan, Councilmember Burrell, Mayor Ribail, Deputy Mayor Hawkins, and Councilmember Nelson.

- 4) **APPROVAL OF AGENDA:** Council of the Whole  
MOTION BY COUNCILMEMBER NELSON SECOND BY COUNCILMEMBER MERIZAN TO APPROVE THE AGENDA.

MOTION BY COUNCILMEMBER BURRELL SECOND BY COUNCILMEMBER MERIZAN TO ADD AB24-09, A RESOLUTION AWARDDING A BID FOR MCKINLEY AVENUE PROJECT (CIP 24-01) TO NEW X INC. FOR THE AMOUNT OF \$685,161.00 INCLUDING TAX AND AUTHORIZING CITY MANAGER TO ENTER INTO CONTRACT, TO 14. AGENDA BILLS. MOTION PASSED (5-0).

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

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

- Tim Harris provided comment.
- Daniel Enciso provided comment.

- 6) **CONSENT AGENDA:**
  - a) Approval of Minutes
    - i) Regular Session: January 2, 2024

- b) Approval of Claims
  - i) December 19, 2023 – January 2, 2024  
(1) \$33,985.23
- c) Approval of Payroll
  - i) December 1 – December 31, 2023  
(1) \$64,551.32
- d) Agenda Bills
  - i) AB24-04: A Motion authorizing City Manager to enter into a contract with AHBL for on-call planning services for the review of development projects
  - ii) AB24-05: A motion authorizing City Manager to enter into a contract with Tim Woolett for planning services
  - iii) AB24-06: A motion authorizing City Manager to enter into a contract with Jennifer Hargrove for emergency preparedness planning services
  - iv) AB24-07: A motion authorizing City Manager to enter into a contract with Bookkeeping Services for bank reconciliation support
  - v) AB23-08: A motion authorizing City Manager to enter into a contract with Lane Powell PC for employment and labor law advice

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

MOTION BY COUNCILMEMBER NELSON SECOND BY DEPUTY MAYOR HAWKINS TO TAKE AB24-04 OUT OF THE CONSENT AGENDA AND TO 14. AGENDA BILLS.

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

**7) PROCLAMATIONS:**

- a) NONE

**8) PUBLIC HEARING DATE SETTING:**

- a) NONE

**9) PUBLIC HEARINGS:**

- a) NONE

**10) COUNCIL REPORTS AND REQUESTS:**

- Councilmember Nelson did not report out.
- Councilmember Merizan reported out.
- Councilmember Burrell reported out.
- Deputy Mayor Hawkins reported out.
- Mayor Ribail reported out.



**11) STAFF REPORTS:**

- a) Administrative Services Department Report - Administrative Services Manager Lora Wilmes
- b) City Manager's Office Report - City Manager Ana Cortez & Deputy City Manager Rhonda Ender
  - i) State Route 203 Traffic Calming Report

**12) EXECUTIVE SESSION**

- a) 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

- Council enters Executive Session at 6:58 PM with a scheduled return time of 7:20 PM.
- At 7:19 PM, Mayor Ribail extends Executive Session to 7:30 PM.
- At 7:29 PM, Mayor Ribail extends Executive Session to 7:35 PM
- Council returns to Regular Session at 7:35 PM.

**13) PRESENTATIONS:**

- a) Fees – City Staff  
City Manager Cortez presents.
- b) Docket Requests – City Staff  
City Manager Cortez presents.

**14) AGENDA BILLS:**

- a) AB24-03: A resolution of the City Council of the City of Carnation authorizing the City Manager to invest the interest accrued from the Local Government Investment Pool (LGIP) into Fund 002 – Reserves

MOTION BY COUNCILMEMBER MERIZAN SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED (5-0).

AB24-04: A Motion authorizing City Manager to enter into a contract with AHBL for on-call planning services for the review of development projects.

MOTION BY DEPUTY MAYOR HAWKINS SECOND BY COUNCILMEMBER NELSON. MOTION PASSED (3-2). MAYOR RIBAIL, COUNCILMEMBER

BURRELL, AND COUNCILMEMBER NELSON IN FAVOR. DEPUTY MAYOR HAWKINS AND COUNCILMEMBER NELSON OPPOSED.

AB23-09: A resolution awarding a bid to New X Inc. for the amount of \$685,161.00 including tax and authorizing City Manager to enter into Contract

MOTION BY COUNCILMEMBER MERIZAN SECOND BY COUNCILMEMBER NELSON. MOTION PASSED (5-0).

**15) DISCUSSION ITEMS:**

- a) NONE

**16) CAPITAL PURCHASES:**

- a) NONE

MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER NELSON TO EXTEND THE MEETING TO 9:15 PM. MOTION PASSED (5-0).

**17) INFORMATION, CLARIFICATION, GENERAL DIRECTION ITEMS:**

- Councilmember Merizan addresses Council Rules and Procedure – definition of meeting

**18) PUBLIC RECORDS REQUESTS:**

\*Open requests as of 1/3/2023

- a) Kristel Harris 1 - Councilmembers
- b) Kristel Harris 3 - Harvold
- c) Kristel Harris 7 - Councilmember 1 Communications
- d) Steven Bayne - Mobile Home Park
- e) Paul Williams – Permitting

**19) PLANNING AND PARKS BOARD MINUTES (1<sup>st</sup> TUESDAY MEETING):**

- a) Joint Meeting Notes

**20) FUTURE COMMITTEE MEETINGS:**

- a) To be determined

**21) FUTURE COUNCIL MEETINGS:**

- a) January 20, 2024 - Council Retreat
  - i) 9:00 AM - 3:00 PM
- b) February 6, 2024 - Regular Meeting
  - i) 6:00 PM - 9:30 PM
- c) February 16, 2024 - Regular Meeting
  - i) 6:00 PM - 9:30PM

**22) ADJOURNMENT:** Mayor Jim Ribail

At: 9:13 pm

**Approved at the regular meeting of the Carnation City Council on February 6, 2024.**

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**MAYOR JIM RIBAIL**

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**CITY CLERK LORA WILMES**



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## CARNATION CITY COUNCIL AGENDA Retreat Special Meeting Minutes

*Mayor Jim Ribail, Deputy Mayor Adair Hawkins, Brodie Nelson, Ryan Burrell, Jessica Merizan*

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**DATE:** January 20, 2024

**TIME:** 9:00 A.M.

**LOCATION:** City Hall (4621 Tolt Avenue)

- **CALL TO ORDER:** Mayor Jim Ribail  
at 9:03pm
- **ROLL CALL:** City Clerk Lora Wilmes
- **STUDY SESSION:** Council to discuss and create priorities for the City Council  
and City Manager
- **ADJOURNMENT:** Mayor Jim Ribail  
at 3:55pm

## Retreat Pre-Call Themes-

### Themes For City Council Goals

1. Priorities with key results (Objective and Key Results = how measure success)
  - a) Including committee
- 2) How Council Relates and Interacts with Each Other
- 3) More Transparency with Community on Priorities
- 4) Community Connection and Engagement
- 5) Becoming a Team
  - a) End Unhealthy/Negative Behavior
  - b) Back Each Other as Council
  - c) Servant Leadership

### Themes For City Manager Goals and Performance Evaluation

1. Fewer Goals 5 -10
  - a. Method to track top priority goals and other accomplishments.
2. Three - Five clear and specific measures of success under/key results
3. Behavioral & Leadership Goals Added to Priorities
  - a. Communication
  - b. Leadership
  - c. Reporting
  - d. Community and Council Relations
  - e. Financial Responsibility

### Themes For Top Priorities

1. Zoning - Downtown, ADU Program, Affordable Housing, Empty Lots, etc.  
Group by:
  - a. Downtown, ADU, Affordable Housing
  - b. Empty Lots
2. Economic Development: Sustainable Growth, Eco Tourism, Events
3. Public Safety: Sheriff/Policing
4. Community Partners (rebuild relationships)
  - a. What is needed to rebuild old relationships: Lee Arts Foundation, Farmers Market
  - b. What is needed to foster and grow new relationships: District 12, Department of Transportation, PSRC, Snoqualmie Tribe
  - c. City Infrastructure: Roundabout, Streets, Sidewalks, Safe Street Crossing
5. Rules & Procedures Equal for All Council: Rules of Engagement - Document Complete
6. Utilities: Fee Structure and updates
7. Design Standards: City aesthetics
8. Continuity (succession) Planning for City Manager and City staff
9. \*City Manager Specific: Behavioral & Leadership Goals
  - a. Communication
  - b. Leadership
  - c. Community and Council Relations
  - d. Financial Responsibility

### Additional Mentions

City Hall Campus  
(Citizen's Academy)

### How City Manager Participates In Retreat

Majority asked Ana to be present and provide insights when asked.

### **Additional Recommendations**

- Recommend: Rapport Building/Rules & Procedures review for City Council and City Manager
- Recommend: Mission Statement or Clear Principles that convey transparency and public access to the statement or principles
- Recommend: Utilizing Objectives and Key Results “OKRs” to measure success of priorities for City Council and City Manager
- Recommend: More frequent review of priorities and how tracking toward them
  - Track in an easy fashion
- Recommend: Coaching - Council, City Manager, and all staff

### **Pre-Read and Agenda**

**PRE READ:** Please take time to review the overall themes, goals, and agenda for the Council Retreat. **Please ensure you have reviewed the Council Procedures** Update and come ready to make final decisions.

Please be ready to actively participate. The expectation will be a respectful dialogue, without personal attacks or dismissive language that encourages a collaborative atmosphere where council members work together toward common goals, even if there are differing opinions.

**Purpose Of Retreat:** To identify and determine City Council goals for 2024/2025, Council committees, and the goals for the City Manager.

**Pre-Read Items:** Agenda, Council Procedures, Council and City Manager Goals 2023-2024, Accomplished Council and City Manager Goals 2023-2024, Themes for 2024-2025 priorities and goals.

### **2023-2024 City Council and City Manager Goals**

1. Finish Phase II SR 203 to the end of northern City limits
2. Groundbreaking of Emergency Operations Center
3. Implement Economic Development Strategy
4. Provide options for transporting Carnation residents to the Light Rail in Redmond
5. Comprehensive Plan Update
6. Negotiate Franchise Agreements
7. Master Plan for West Carnation
8. Asset Inventory and Maintenance
9. Establish Partnerships with selected Regional Organizations
10. Update Council Rules and Procedures
11. Update Personnel manual
12. Code Enforcement
13. Explore Youth Development Partnership
14. Tree Code

### **Goals Still Working On Council**

1. Citizens Academy
2. New Housing & Inclusionary Housing
3. Code Priorities & Planning Board
4. SR 203

**City Manager**

1. Tolt Activation
2. Design Standards

### City Council Retreat Agenda

Time	Topic	Goals
9:00AM -9:15AM	Welcome and Agenda Overview Mayor Welcome Facilitator Agenda Review Ground Rules Check-in	Understand goals for the day. Lay rules of engagement Mini-ice breaker pulse of group
9:15AM - 9:45AM	Council Intro/ Why Ran	Learn each other's why (5 min per person)
9:45AM - 11:00AM	Council Procedures Update	Review Council procedures and share updated rules. <ul style="list-style-type: none"> <li>● 15 MIN: Ana to go over edits to document.</li> <li>● 60 MIN: Council to ask questions and come to agreement on procedures</li> </ul>
11:00AM - 11:35AM	Identify 2023 Council priorities in progress that will carry into 2024 based on what's been funded. Validate top 2024/2025 goals, identify	Identify top 6 -10 Goals and OKRs <ul style="list-style-type: none"> <li>● 15 MIN: Goals accomplished what moves forward into 2024/2025</li> <li>● 20 MIN: Brainstorm Objectives for each</li> </ul>

	key objectives and results measure of success "OKRs"	goal
11:35AM - 11:45AM	BREAK	
11:45AM - 12:35PM	Cont. Validate top 2024/2025 goals, identify key objectives and results measure of success "OKRs"	<ul style="list-style-type: none"> <li>• 30 MIN: Brainstorm Key Results</li> <li>• 20 MIN: Aligning on OKRs for each goal</li> </ul>
12:35PM - 12:45PM	BREAK	
12:45PM - 1:00PM	Check-in Committee review and members	Identify who will be on each Committee. Committees - Do They Align with OKRs?
1:00PM - 2:15PM	Identify 2023 City Manager priorities that will carry into 2024. Validate top 2024 goals, identify key objectives and results measure of success "OKRs"	Identify top 6 -10 Goals and OKRs <ul style="list-style-type: none"> <li>• 5 MIN: Goals accomplished what moves forward into 2024/2025</li> <li>• 20 MIN: Brainstorm Objectives for each goal</li> <li>• 30 MIN: Brainstorm Key Results</li> <li>• 20 MIN: Aligning on OKRs for each goal</li> </ul>
2:15PM - 2:50PM	Goal Refinement Finalize Goals and Priorities	Finalize Goals and Priorities
2:50PM - 3:00PM	Wrap-up and Reflection Council Commitment Depart	Reflection time sharing next steps

### COUNCIL COMMITTEES IDENTIFIED

COMMITTEE	FIRST	SECOND	ALTERNATE
Community Development Committee	Ryan Burrell	Jessica Merizan	Brodie Nelson
King County Sheriff's Office and Public Safety	Jim Ribail	Ryan Burrell	Brodie Nelson
Finance and Operations Committee	Jim Ribail	Brodie Nelson	Adair Hawkins
Housing and Land Use	Jessica Merizan	Adair Hawkins	Brodie Nelson

### CITY COUNCIL 2024/2025 PRIORITIES

PRIORITY	COMMITTEE	DEPT	GOAL	KEY RESULT	TIMEFRAME
	Housing and Land	CMO	Review/Modify	Moratorium/Housing Plan	



	Use		Zoning	Create Design Standards to Reflect the Character of Carnation: Commercial and Residential <ul style="list-style-type: none"> <li>• Landscaping</li> <li>• Light Industrial</li> <li>• Streets</li> </ul>	
				Master Plan West Side	
2	King County Sheriff's Office and Public Safety	CMO	SR 203	Rollover from 2024	Continuation
3	King County Sheriff's Office and Public Safety	CMO	Public Safety: Seattle Community Responsibilities	Dam	
				Implement Code Enforcement	
4	Community Development Committee	CMO	Community Partners: Repair Relationships, Foster New Relationships (Lee Arts Foundation, Farmers Market, Dist. 12, Dept. of Transportation, PSRC, Snoqualmie Tribe)	Growth Mindset	
				Light Rail Options	
				Youth Development	
				Research Diversity Collaborations	
5	Finance and Operations Committee	CMO	Economic Dev/Fiscal Stability: Increase Revenue Streams	Identify and increase revenue streams	
6	Housing and Land Use	CMO	Economic Dev/Fiscal Stability: Tourism: Make Carnation a destination place.	Activate with Art	
7	Housing and Land Use	CMO	Economic Dev/Fiscal Stability: Green City	Community Friendly	
8	All Council		The Rules & Procedures	Yearly Review/Sign off	
				Continued Training and Growth Roberts Rules	
				Succession Planning for City Manger	
				Performance Management Plan	
9		CMO	EOC Groundbreaking		
10	King County Sheriff's	CMO	Policing	Reporting/Quarterly	

	Office and Public Safety			Research Relationship	
11		CMO	GIS Asset Inv.	Rollover from 2024	Continuation

**CITY MANAGER 2024/2025 PRIORITIES**

\*City Manager can complete with their other goals

PRIORITY	DEPT	WHO	GOAL	KEY RESULT	STATUS
	CMO	Ana Cortez	Leadership Development	Strength Finders	
				One-two Courses <ul style="list-style-type: none"> <li>• Servant Leadership</li> </ul>	
				Communication: Weekly check-ins with Council members	
				Sharing Information through enhanced weekly email distribution	
	CMO	Ana Cortez	Exhibits Leadership Behaviors	Team Building	
				Rhythm of Business	
	CMO	Ana Cortez	Succession Plan	Career development plans for team members	

**Recommend:** Council to meet for one hour before next Council meeting to review goals and provide one – two specific milestones for each goal. Once complete follow next steps:

- Hand off to City Manager to review goals and provide update on what she and staff can specifically accomplish.
- Adding the specific details with timelines to the Council goals and to the City Manager goals.
- Recommend using the format above to help track the specific goal and the timeline/ benchmarking.
  - Recommend measure success mapped out by quarters or key milestones.
- Recommend Council to review priorities on a regular basis to determine if priorities need to shift based on new or unforeseen priorities (i.e. Dam, or SR 203).

**Recommend:** The Council agreed that there should be Guiding Principles. Council to review and agree upon Guiding Principles that were developed during the retreat (see below).

- Post these principles on the main page of the City of Carnation official website.

- Refer to Guiding Principles regularly as a Council when determining if Council and City Manager priorities are in alignment.

### **Guiding Principles: For Council to Review and Agree Upon**

- **Enhance the Quality of Life for Carnation Residents:** Through infrastructure improvements, a community-led comprehensive plan, accessible mobility options, sustainable growth strategies, transparent fiscal decisions, zoning, and code revisions/enforcements that hold developers and the City more accountable.
- **Demonstrate Greater Assistance Toward Community & Economic Development Efforts:** Through monetary and in-kind services that strengthens, rebuilds, and/or establishes partnerships with key organizations, entities, and influential groups.
- **Establish Carnation as a “Green City”:** Through City provided services, residential support, and ecotourism programs.
- **Build Trust with Residents and Enact Servant Leadership Policies:** That foster a production and positive culture, to which all elected officials, appointees, and City staff will adhere.

### **Suggested Revision:**

**Enhance the quality of life in Carnation** by delivering a community-led Comprehensive Plan as well as taking on strategic initiatives with clear accountabilities, which ensures the city is safe and fiscally responsible while maintaining its small-town charm.

- 1–Zoning
- 2–203
- 3–Dam
- 10–Policing
- 11- GIS Asset Inv.

**Activate a more vibrant city** by prioritizing people and key partnerships to develop community and economic opportunities, which establishes Carnation as an inclusive place to live and ecologically friendly destination to visit.

- 4–Community Partnerships
- 5–Diversify Revenue Sources
- 6–Tourism
- 7–Green City

**Build trust with the community** by adopting servant leadership policies that foster a productive and positive culture in the city, which elevates the standard that all elected officials, appointees, and city staff must adhere to

- 4–Community Listening
- 8–Rules & Procedure
- ++City Manager Goals

### **Recommendations For Next Year:**

**Recommend:** Extend the day to allow for more breaks which will benefit the Council as they move through the agenda.

**Additional Recommendations**

- Recommend: Team and Rapport Building for City Council and City Manager
- Coaching - Council, City Manager, and all staff
- Recommend: More frequent review of priorities and how tracking toward them
  - Track in an easy fashion.

Members of the Council,

I expect that during your workshop today, you will be discussing who should chair and be a member of each of the council committees you established through legislative action at your last meeting.

There is one council member – Adair Hawkins – who’s stated intent is to violate the oath of office you’ve all taken to uphold the laws of the state of Washington and to subvert public oversight of your actions.

Rewarding this behavior with the chair of any committee will send the message to Carnation’s residents that your oaths aren’t really worth all that much, and that this council will abide one of its members actively seeking to hide council deliberations from the public – a continuance of behavior from her previous term in office.

Please make a clean break from this past behavior and make sure that all council committees are chaired by someone who embraces the role of the public.

Thank you,



Tim Harris

### Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
<b>001 - General Fund</b>										
<b>CORTEZ, ANA</b> Code: A003 Tax Profile: 2 - WA/WA/WA	Vacation	75.77	116.00	8,788.88	Federal W/H (M)	906.40	EE Deferred	980.00	Direct Deposit Net Check	3,815.98
	GROSS			8,788.88	Medicare	125.38	Compensation \$		Direct Dep. Distribution 1	800.00
					Social Security	536.08	DRS EE Plan 3	1,318.33	Direct Dep. Distribution 2	200.00
					Washington EE	16.65	DRS ER Plan 3 - Match	837.58	NET PAY	4,815.98
					Washington EE Family Leave	34.23	ER Dental	109.28		
					Washington State Cares	55.83	ER Life	18.75		
							ER Medical	1,751.40		
							ER Vision	19.06		
<b>FARNWORTH, ASHLYN</b> Code: A004 Tax Profile: 1 - WA/WA/WA	Vacation	35.58	35.00	1,245.19	Federal W/H (H)	74.52	DRS EE Plan 3	62.26	Direct Deposit Net Check	988.96
	GROSS			1,245.19	Medicare	19.78	DRS ER Plan 3 - Match	118.67	NET PAY	988.96
					Social Security	84.55	ER Dental	57.78		
					Washington EE	2.36	ER Life	18.75		
					Washington EE Family Leave	4.85	ER Medical	872.06		
					Washington State Cares	7.91	ER Vision	9.54		
<b>TIPTON, MIKE</b> Code: A00F Tax Profile: 2 - WA/WA/WA	Regular	44.47	30.47	1,355.00	Federal W/H (M)	275.00	DRS EE Plan 2	86.18	Direct Deposit Net Check	863.31
	GROSS			1,355.00	Medicare	21.52	DRS ER Plan 2 - Match	129.13	NET PAY	863.31
					Social Security	92.02	ER Dental	109.28		
					WA EE 0803-00Cities & Towns All Operations	9.12	ER Life	18.75		
					Washington EE	2.57	ER Medical	1,751.40		
					Washington EE Family Leave	5.28	ER Vision	19.06		
<b>WILMES, LORA</b> Code: A00D Tax Profile: 2 - WA/WA/WA	Vacation	48.08	20.00	961.54	Medicare	15.27	DRS EE Plan 3	48.08	Direct Deposit Net Check	821.22
	GROSS			961.54	Social Security	65.29	DRS ER Plan 3 - Match	91.63	NET PAY	821.22
					Washington EE	1.82	ER Dental	171.06		
					Washington EE Family Leave	3.75	ER Life	18.75		
					Washington State Cares	6.11	ER Medical	2,184.58		
							ER Vision	28.58		
<b>Subtotals for Dept: 001</b>	Regular		30.47	1,355.00	Federal W/H	1,255.92	DRS EE Plan 2	86.18	4 DD Vouchers	6,489.47
	Vacation		171.00	10,995.61	Medicare	181.95	DRS EE Plan 3	1,428.67	2 DD Distributions	1,000.00
	GROSS		201.47	12,350.61	Social Security	777.94	DRS ER Plan 2 - Match	129.13	NET PAY	7,489.47
					WA EE 0803-00Cities & Towns All Operations	9.12	DRS ER Plan 3 - Match	1,047.88		
					Washington EE	23.40	EE Deferred	980.00		

### Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay
					Medical Leave	Compensation \$	
					Washington EE Family Leave	ER Dental	447.40
					Washington State Cares	ER Life	75.00
						ER Medical	6,559.44
						ER Vision	76.24
<b>Total Company</b>							
<b>Company Totals</b>	Regular		30.47	1,355.00	Federal W/H	DRS EE Plan 2	86.18
	Vacation		171.00	10,995.61	Medicare	DRS EE Plan 3	1,428.67
	GROSS		201.47	12,350.61	Social Security	DRS ER Plan 2 - Match	129.13
					WA EE 0803-00Cities & Towns All Operations	DRS ER Plan 3 - Match	1,047.88
					Washington EE Medical Leave	EE Deferred Compensation \$	980.00
					Washington EE Family Leave	ER Dental	447.40
					Washington State Cares	ER Life	75.00
						ER Medical	6,559.44
						ER Vision	76.24

Total Net Pay 7,489.47





## 2023 Compensation Audit Corrections

I, Rachael Fluhrer, Business Manager, do hereby attest that payroll deposits as indicated below 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.

Mike Tipton

Total Hours	30.47
Hourly Rate	\$44.47
Paid in Payroll	\$863.31

Total Amount: \$863.96

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Rachael Fluhrer  
Business Manager

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Ana Cortez  
City Manager





Vacation Accrual Cash Out

I, Rachael Fluhrer, Human Resources Business Manager, do hereby attest that payroll deposits as indicated below 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.

Ana Cortez

Vacation Accrual Balance as of 12/31/2023	236 Hours
Maximum Carryover Amount	120 Hours
Balance for Cash Out	116 Hours
Hourly Rate	\$75.77
Paid in Payroll	\$4,815.98
Paid through 1099	\$3,135.91

Total Amount: \$7,951.89

#### NOTES AND DETAIL

Two payments were made for the total amount indicated above due to a payroll mistake. The original payment through payroll reflected the full payout minus deductions including taxes and Department of Retirement Services. However, these hours are not reportable to DRS. Therefore, the full amount taken out for DRS has been disbursed through a 1099. In the future, such payouts will be 100% disbursed through 1099.

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Rachael Fluhrer  
Business Manager

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Rhonda Ender  
Deputy City Manager



Vacation Accrual Cash Out

I, Rachael Fluhrer, Human Resources Business Manager, do hereby attest that payroll deposits as indicated below 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.

Ashlyn Farnworth

Vacation Accrual Balance as of 12/31/2023	155Hours
Maximum Carryover Amount	120 Hours
Balance for Cash Out	35 Hours
Hourly Rate	\$35.58
Paid in Payroll	\$988.96
Paid through 1099	\$180.93

Total Amount: \$1,169.89

#### NOTES AND DETAIL

Two payments were made for the total amount indicated above due to a payroll mistake. The original payment through payroll reflected the full payout minus deductions including taxes and Department of Retirement Services. However, these hours are not reportable to DRS. Therefore, the full amount taken out for DRS has been disbursed through a 1099. In the future, such payouts will be 100% disbursed through 1099.

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Rachael Fluhrer  
Business Manager

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Ana Cortez  
City Manager



Vacation Accrual Cash Out

I, Rachael Fluhrer, Human Resources Business Manager, do hereby attest that payroll deposits as indicated below 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.

Lora Wilmes

Vacation Accrual Balance as of 12/31/2023	140Hours
Maximum Carryover Amount	120 Hours
Balance for Cash Out	20 Hours
Hourly Rate	\$48.08
Paid in Payroll	\$821.22
Paid through 1099	\$139.71

Total Amount: \$960.93

#### NOTES AND DETAIL

Two payments were made for the total amount indicated above due to a payroll mistake. The original payment through payroll reflected the full payout minus deductions including taxes and Department of Retirement Services. However, these hours are not reportable to DRS. Therefore, the full amount taken out for DRS has been disbursed through a 1099. In the future, such payouts will be 100% disbursed through 1099.

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Rachael Fluhrer  
Business Manager

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Ana Cortez  
City Manager



# CARNATION CITY COUNCIL AGENDA BILL

<b>TITLE:</b> A Motion to set a Public Hearing for March 5, 2024, to consider a franchise agreement with Comcast.	<b>Agenda Bill No.:</b>	<b>AB24-10</b>
	<b>Type of Action:</b>	<b>MOTION</b>
	<b>Origin: (Council/Manager)</b>	City Manager
	<b>Agenda Bill Author:</b>	City Manager
<b>EXHIBITS:</b>	<b>Date Submitted:</b>	02/06/24
	<b>For Agenda of:</b>	02/06/24
	<b>Expenditure Required:</b>	\$0
	<b>Amount Budgeted:</b>	N/A
	<b>Appropriation Required:</b>	N/A

**SUMMARY STATEMENT AND DISCUSSION:**

City staff has completed negotiations with Comcast Communications Management, LLC, for the provision of cable services to Carnation residents and organizations and businesses operating in the City of Carnation. The results of these negotiations are reflected in the related Franchise agreement. Comcast currently provides cable services in Carnation under a ten-year franchise agreement that expired in 2023. The proposed franchise agreement, if approved by the City Council, would be in place for five (5) years, with a five (5) extension option. Before the City Council can accept or deny the agreement, there must be a public hearing. CMC 5.28.130 - Franchise renewal procedure.

**RECOMMENDED ACTION:** I move to set a Public Hearing for March 5, 2024, to consider a franchise agreement with Comcast.

**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		
Nelson			Nelson		
Burrell			Burrell		
Merizan			Merizan		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		



# CARNATION CITY COUNCIL AGENDA BILL

<b>TITLE:</b> A Motion to set Public Hearings on March 5, 2024, and March 19, 2024, to consider a residential moratorium.	<b>Agenda Bill No.:</b>	AB24-11
	<b>Type of Action:</b>	MOTION
	<b>Origin: (Council/Manager)</b>	City Manager
	<b>Agenda Bill Author:</b>	City Manager
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Moratorium White Paper</li> </ul>	<b>Date Submitted:</b>	02/06/24
	<b>For Agenda of:</b>	02/06/24
	<b>Expenditure Required:</b>	\$0
	<b>Amount Budgeted:</b>	N/A
	<b>Appropriation Required:</b>	N/A

**SUMMARY STATEMENT AND DISCUSSION:**

At the January 20, 2024 Council retreat, the Council discussed its interest in a residential moratorium for 2024 and possibly 2025. To address this conversation, the following whitepaper addresses:

1. Definition and Policy Framework.
2. Limitations
3. Relevant Conditions
4. Moratorium Milestones
5. Uses and Examples
6. Recommended Options

**RECOMMENDED ACTION:** I move to set Public Hearings on March 5, 2024, and March 19, 2024, to consider a residential moratorium.

**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		
Nelson			Nelson		
Burrell			Burrell		
Merizan			Merizan		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		



To: City Council  
From: Ana Cortez, City Manager  
Re: Residential Development Moratorium affecting seven units or more

## Background

At the January 20, 2024 Council retreat, the Council discussed its interest in a residential moratorium for 2024 and possibly 2025. To address this conversation, the following whitepaper addresses:

1. Definition and Policy Framework.
2. Limitations
3. Relevant Conditions
4. Moratorium Milestones
5. Uses and Examples
6. Recommended Options

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## 1. DEFINITION AND POLICY FRAMEWORK

A moratorium on residential development is a pause on all new development, land use, and construction applications due to specific reasons listed by the State of Washington.

State law authorizes local governments to adopt a moratorium or interim zoning ordinance. Legislative bodies that adopt a moratorium or interim zoning ordinance without holding a public hearing, need to hold a public hearing within at least sixty days of adoption, regardless of if a recommendation was given by the Planning Commission or planning agency.

A moratorium/interim zoning regulation may be effective for no longer than six months or up to a year if a work plan is developed for related studies. It can also be renewed for additional six-month periods as long as a subsequent public hearing is held prior to each renewal ([RCW 36.70A.390](#)).

Under Washington's Growth Management Act, cities can adopt moratoriums only under very narrow circumstances, generally only when something constitutes an emergency likely to cause harm to the community. The rationale to pursue a moratorium in Carnation includes:

- Rapid growth impact to traffic
- Rapid growth impact on erosion of local character

- Rapid growth impact on evacuation plans associated with Seattle’s Dam and forest fires.
- Rapid growth impact on inadequate County and State infrastructure.

**2. LIMITATIONS**

While the statutory language is confusing, a moratorium or adoption of interim zoning regulations cannot be used for the designation or conservation of critical areas, agricultural lands, forestlands, or mineral resource lands.

Additionally, a moratorium or adoption of interim zoning cannot be applied to ordinances or development regulations that prohibit building permit applications pertaining to transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed as well as indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed.

The duration of the enacted moratorium will be determined by: 1) any adjustments the Council may make to the Moratorium Ordinance following the Public Hearing- To be scheduled; and, 2) the length of time it will take the City to enact corrective measures to address the specific issues identified in the moratorium ordinance, as originally enacted or as subsequently amended. RCW 35A.63.220 identifies the Council may enact a 6-month moratorium that may be “renewed”; or, a 12-month moratorium with a corresponding work plan. Specific milestones for staff are discussed below.

**3. RELEVANT CONDITIONS**

Carnation has experienced significant growth as result of past Council’s legislative priorities and direction. The City’s sewer vacuum station was built in 2009 assuming significant and steady growth for a city that had a population of 1,871. The wastewater treatment facility was designed and built to accommodate a build-out population of 4,974. Currently there are 1,014 connections and a population of 2,160.

Consequently, two major projects and several mid size projects were permitted and construction has and will produce close to 250 housing units.

Mainvue Projected Units	141
85 Degree Projected Units	43
John Day	12
Sno Valley Senior Housing	15
Stossel Court/Fortwest	4
Saba 5 (5-plex apartment)	5
Pilgrim Holdings (4-plex)	4
E Reitze SFR	1
333 <sup>rd</sup> Ave NE SFR	1
Boyd/Fortwest	2
Tolt Legal	1 live/work unit
Confluence	3 apartments + commercial

Whereas these developments reflect a growth approach needed to support major investment in the sewer system, the policy direction lacked a cohesive operational plan of coordinated standards and City Municipal Code. This lack of operational framework has created conflicts and concerns with these housing developments.

Among the most frequently mentioned concerns are:

- Lack aesthetic consistency with Carnation’s character.
- Lack desirable density.
- Lack of appropriate heights.
- Lack of green principles.
- In traffic flow option.
- Lack of access to city assets such as trails.
- Lack of affordability.
- Inappropriate parking.

Another key current factor is the housing requirements imposed by the Growth Management Act (GMA). Per our 2023 Housing Action Plan which will be reflected in the Comprehensive Plan update of 2024/Housing Element, the City aspires to facilitate development of 100-161 new units by 2040. To do so, it is likely that medium size residential developments will seek permitting.

Staff has identified several issues that need to be addressed in a strategic, deliberate, data driven manner:

- Architectural fit with the community
- Urban design elements
- Vertical mixed use
- Affordable housing
- Parking
- Visions and character/District approach
- Standards
- Public Safety
- Tribal Ancestral Lands
- Green Principles

The moratorium enables the City to address these issues before more development decisions that do not reflect the Council’s vision are made. Addressing each of the issues listed above will take time and will result in new code, plan clarifications and new policy or procedures that will be aimed at improving the success of the implementation of the Plan.

The moratorium doesn't, however, mean all residential development will stop. Vested projects (projects that are currently under construction or have already filed complete



permit applications) and specifically identified excluded projects may proceed. The 234 projects that are considered “vested” include 232 residential units (both single-family and multi-family residential); and approximately 90,000-110,000 square feet of non-residential development (Schefer Development and Confluence Building). Not counted in the non-residential square footage is the “work” portion of the Pulte 9 live/work units.

These projects will likely be built out over the next two or more years and may leave little perception in the community that a moratorium was ever enacted. It is impossible to forecast how many development projects will move forward during the moratorium period from this list.

The known project that is considered “nonvested” consists of 1 residential unit. The known project is: Commercial St SFR (Brewer). There are likely other projects that would have been submitted if moratorium were not in place. We are aware of one 44-unit condo project that may be seeking permission in 2024 or 2025.

The moratorium also specifically excludes:

- i. Properties covered by approved development agreements
- ii. Transit-oriented development
- iii. Essential public facilities, such as fire stations and medical offices.
- iv. Publicly-funded schools
- v. Projects involving the sale and development of land currently owned by the City and public capital projects
- vi. Remodels and tenant improvements
- vii. Single-family homes on lots already vested through platting approvals
- viii. Affordable housing
- ix. Emergency repairs or construction necessitated by a natural disaster such as fire, flooding, earthquake or other similar cause

#### **4. MORATORIUM MILESTONES**

The work items, as understood by the CMO, were converted into a proposed work plan. This work plan has been organized into two (2) categories based on length of time to complete the corrective measure. These categories may be identified as: 6 months and 12 months. Each category is presented below.

##### **6 Months**

The CMO believes it can develop Code revisions and deliver recommended alternatives to the City Council for

- a. Design Standards – create to reflect character of Carnation
- b. Green infrastructure: green roofs, urban forests, and green spaces
- c. Landscaping Standards
- d. Street Standards
- e. Housing Action Consistency/Comp Plan Consistency

As Code revisions require recommendations from PPB, the CMO's recommendations would need to be crafted for PPB's review of the proposal. The Council would then act on the recommendations. In addition, City Council would be asked to authorize and appropriate funds in the 2024 budget adjustment for research resources for code revision alternatives if needed.

## **12 Months**

The CMO believes it can develop Code revisions and deliver recommended alternatives to the City Council for

- a. Sewer Standards
- b. Water Standards
- c. Stormwater Standards
- d. Utility Rate Study
- e. Municipal Code Updates
  - i. Wildland Urban Interface (WUI)
- f. Comprehensive Plan Consistencies
- g. Integrate climate resiliency principles in City Operations and land uses
- h. Parking
- i. Annexation Plan and UGA Expansion
- j. Ancestral Land Checklist

## **5. USES AND EXAMPLES**

Staff has identified the following jurisdiction that have adopted moratoriums using a similar rationale as the City of Carnation.

- **Bellingham Emergency Ordinance No. 2020-03-006 (2020)** – AN ORDINANCE OF THE CITY OF BELLINGHAM, WASHINGTON, RELATING TO LAND USE REGULATIONS; DECLARING AN EMERGENCY; ADOPTING AN IMMEDIATE EMERGENCY MORATORIUM ON THE PROCESSING OF APPLICATIONS FOR AND THE CONSTRUCTION OF NEW DETACHED OR ATTACHED SINGLE-FAMILY DWELLING UNITS IN RESIDENTIAL MULTI-FAMILY ZONES; AND SETTING TWELVE MONTHS AS THE EFFECTIVE PERIOD OF THE MORATORIUM.
- **Pierce County Code Ch. 18H.30** – Development Moratoria – Provides sample criteria for developing and implementing a development moratorium.
- **Issaquah Ordinance 2778**. AN ORDINANCE OF THE CITY OF ISSAQUAH WASHINGTON, ADOPTED PURSUANT TO RCV/ 35A.63.220 AND RCV/ 36.70A.390; IMPOSING A TEMPORARY SIX MONTH MORATORIUM UPON THE RECEIPT AND PROCESSING OF PROJECT PERMIT APPLICATIONS FOR CERTAIN DEVELOPMENT; SETTING FORTH FINDINGS OF FACT IN SUPPORT OF SAID MORATORIUM; IMPOSING THE MORATORIUM; PROVIDING FOR EXCLUSIONS; STATING THE EFFECT ON VESTED RIGHTS; SCHEDULING A PUBLIC HEARING DATE; AUTHORIZING OFFICIAL INTERPRETATIONS BY THE CITY OF ISSAQUAH DEVELOPMENT

SERVICES DIRECTOR; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

Other similar situations around Carnation include: Mercer Island and Issaquah. Here are links to relevant articles.

- [Mercer Island Set to Renew Development Moratorium for Fourth Time in Two Years - The Urbanist](#)
- [To slow growth, some Washington cities halt development | Crosscut](#)

## 6. RECOMMENDED OPTIONS

***The City Manager recommends setting one or two public hearings to discuss next steps, gather community input and provide the CMO direction. These public hearings could be scheduled for March to conduct outreach and education on this matter.***

The City Manager offers the following options for Council consideration:

- A. Wait until after the public hearings to provide further direction to the CM including drafting an ordinance to begin the moratorium, providing additional facts and drafting an ordinance ending the moratorium.
- B. Direct CM to draft an ordinance to begin the moratorium, provide additional facts, and draft an ordinance to end moratorium prior to the public hearings.



# CARNATION CITY COUNCIL AGENDA BILL

<b>TITLE:</b> A MOTION authorizing City Manager to enter into a Contract with A Supportive Community For All for CERB feasibility study.	<b>Agenda Bill No.:</b>	AB24-13
	<b>Type of Action:</b>	MOTION
	<b>Origin:</b> <i>(Council/Manager)</i>	City Manager
	<b>Agenda Bill Author:</b>	City Manager
	<b>Date Submitted:</b>	02/06/2024
	<b>For Agenda of:</b>	02/06/2024
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Contract 24-06</li> </ul>	<b>Expenditure Required:</b>	\$47,150.98
	<b>Amount Budgeted:</b>	\$47,150.98
	<b>Appropriation Required:</b>	0

**SUMMARY STATEMENT AND DISCUSSION:**

In 2023 The Department of Commerce granted \$50,000 to Carnation to conduct a feasibility study for the creation of a small business incubator. In 2023, Ricardo Noguera provided technical assistance and expensed \$\$2,849.02. His work produced a new focus for the incubator. For this reason, the City has partnered with A Supportive Community For All to continue this work in 2024.

**RECOMMENDED ACTION:**

I move to authorize City Manager to enter into a Contract with A Supportive Community For All for CERB feasibility study.

**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		
Nelson			Harris		
Burrell			Burrell		
Merizan			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

**CONSULTANT AGREEMENT**

<p><b>PROJECT TITLE AND IDENTIFICATION NUMBER</b>                  Consultant Services for CERB feasibility Study                  24-06</p>	1	<p><b>WORK DESCRIPTION</b></p> <p><b>CERB feasibility study as described in the scope of work and minimum planning requirements as outlined by CERB.</b></p>	2
<p><b>CONSULTANT</b>                  A Supportive Community for All</p>	3	<p><b>CONSULTANT CONTACT NAME, AND TELEPHONE NO.</b></p> <p><b>Jody Miesel</b>                  425-229-2179  <a href="mailto:jody@asupportivecommunityforall.org">jody@asupportivecommunityforall.org</a></p>	4
<p><b>FEDERAL I.D. NO.</b></p>	5	<p><b>BUDGET OR FUNDING SOURCE</b></p> <p><b>Grant + Match</b>  <b>001 General Fund</b></p>	6
<p><b>PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO.</b></p> <p><b>Rhonda Ender</b>                  P.O. Box 1238                  Carnation, WA 98014                  (425) 786-4435</p>	7	<p><b>MAXIMUM AMOUNT PAYABLE, IF ANY</b></p> <p><b>CERB Grant + City Match</b></p> <p><b>Total contract = \$47,150.98</b></p>	8

<p><b>COMPLETION DATE</b></p> <p>No later than 4/28/25.</p>	<p style="text-align: right;">9</p> <p style="text-align: right;">10</p> <p><input checked="" type="checkbox"/> Reimbursements with monthly or quarterly invoices and reports</p> <p><input type="checkbox"/> Lump Sum</p> <p><input type="checkbox"/> Cost Plus a Fixed Fee</p> <p><input type="checkbox"/> Schedule Rate/Time and Materials</p> <p><input type="checkbox"/> Time and Materials Not to Exceed</p>

THIS AGREEMENT is entered on this 10<sup>th</sup> day of January 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 30 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.

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

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

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

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

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

9. Insurance. The CONSULTANT shall procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damage to property which may

arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

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

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY using an additional insured endorsement at least as broad as ISO CG 20 26.

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

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

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

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

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

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

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

C. Other Insurance Provisions.

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

D. Cancellation.

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

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

E. Acceptability of Insurers.

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

F. No Limitation.

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

G. Failure to Maintain Insurance.

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

H. City Full Availability of Consultant Limits.

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

any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

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

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

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

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

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

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

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

Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANT'S obligations under this agreement.

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

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

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. 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 instmment 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 occuring out of the performance of such operations.

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

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

CONSULTANT:

CITY OF CARNATION:

\_\_\_\_\_

Ana Cortez, City Manager

By: Jody Miesel,  
Executive Director

ATTEST/AUTHENTICATED:

\_\_\_\_\_

Lora Wilmes, City Clerk

## EXHIBIT A

### SCOPE OF WORK

#### Planning Study Minimum Requirements

#### **ALL DELIVERABLES TO BE IN FINAL PRESENTATION FORMAT.**

The Planning Study must contain the following minimum requirements:

1. A product market analysis linked to economic development.
2. A market strategy containing action elements linked to timelines.
3. Identification of targeted industries.
4. Identification of the group responsible for implementing the market strategy. Describe the group's capacity to complete the responsibility.
5. The site's appropriateness by addressing, at minimum, appropriate zoning, affect to the state or local transportation system, environmental restrictions, cultural resource review, and the site's overall adequacy to support the anticipated development upon project completion.
6. A location analysis of other adequately served commercial land.
7. Total funding for the public facilities improvements is secured or will be secured within a given time frame.
8. An analysis of how the project will assist local economic diversification efforts.
9. Indicate the specific issues that will be addressed.
10. List one or more economic outcomes that you expect from the proposed CERB project.
11. Describe the specific, quantifiable measures of the outcome(s) that will indicate success. Describe in measurable terms what you expect to be able to show as progress toward the outcome for each year before the whole outcome has been achieved.
12. Describe what data you will collect to determine whether the outcome is being achieved.
13. Describe the data collection procedure including when data will be collected, from whom and by whom.
14. The estimated median hourly wage of the jobs created when development occurs.
15. If the project is determined to be feasible, the following information must be provided within the final report:
  - A. Total estimated jobs created (in FTEs).
  - B. Describe benefits offered to employees.
  - C. Describe the median hourly wage of the new jobs in relation to the median hourly county wage.
  - D. The county three-year unemployment rate in relation to the state rate.
  - E. County population change in the last five years.
  - F. The estimated jobs created represent what percentage of the county's labor force.

- G. The estimated jobs created represent what percentage of the county's unemployed workers.
- H. Estimated new annual state and local revenue generated by the private business.
- I. Estimated private investment generated by project.

The project's scope of work is comprised of the following activities:

**Project Description:**

The City of Carnation will lead efforts to promote entrepreneurship in the Snoqualmie Valley by exploring the potential to establish a Small Business Incubator creating opportunities for start-ups throughout the valley to launch their businesses. The incubator will serve as a base where valley-based entrepreneurs can launch their businesses with on-site technical assistance offered as well as the ability to network with other start-ups. Ultimately, the goal is to create a foundation where start-ups can be launched and small businesses can materialize throughout the valley creating jobs and providing services to area residents.



**Contractor will submit the following reports quarterly:**

**Quarterly Project Reports**, due four times annually until completion of the CERB funded public project. Beginning within six (6) months of contract execution, Quarterly Project Reports shall be due on:

1. January 15,
2. April 15,
3. July 15, and
4. October 15

The Contractor shall also include in the quarterly report any problems, delays, or adverse conditions which will materially affect the ability to meet project objectives, time schedules, or work units by the established time period. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Board assistance needed to resolve the situation.

Project Completion Report upon completion of the CERB funded public project.

**EXHIBIT B**  
**COMPLETION SCHEDULE**

Project shall be completed no later than 4/28/25.

## **EXHIBIT C**

### **FEE SCHEDULE**

Contractor shall submit monthly or quarterly invoices and quarterly reports as described in the contract. Invoices shall not exceed contract amount.

**EXHIBIT D**  
**SUBCONSULTANT LIST**



# CARNATION CITY COUNCIL AGENDA BILL

<b>TITLE:</b> A MOTION authorizing City Manager to enter into a Contract with Shinn Mechanical for construction of a safety platform for sewer collection tank in Vacuum station.	<b>Agenda Bill No.:</b>	AB24-14
	<b>Type of Action:</b>	MOTION
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Contract 24-07</li> </ul>	<b>Origin: (Council/Manager)</b>	City Manager
	<b>Agenda Bill Author:</b>	City Manager
	<b>Date Submitted:</b>	02/06/2024
	<b>For Agenda of:</b>	02/06/2024
	<b>Expenditure Required:</b>	\$55,000
	<b>Amount Budgeted:</b>	\$55,000
	<b>Appropriation Required:</b>	0

**SUMMARY STATEMENT AND DISCUSSION:**

The City’s sewer vacuum station needs a safety platform on top of the collection tank where waste is stored prior to delivery at KC’s treatment plant. The absence of this platform poses danger to employees serving the upper section of the storage tank.

**RECOMMENDED ACTION:**

I move to authorize City Manager to a contract with Shinn Mechanical for a safety platform for sewer collection tank in Vacuum station.

**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		
Nelson			Harris		
Burrell			Burrell		
Merizan			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

<b>CONSULTANT AGREEMENT</b> (V1.23)	
<b>PROJECT TITLE AND IDENTIFICATION NUMBER</b> Contract services	<b>WORK DESCRIPTION</b> Safety platform for sewer collection tank in Vacuum station.
<b>CONSULTANT</b> Shinn Mechanical	<b>CONSULTANT CONTACT NAME, AND TELEPHONE NO.</b> <sup>4</sup>  18802 80th Avenue South Kent, WA 98032 Phone: (425) 203-9800 www.shinnmechanical.com
<b>FEDERAL I.D. NO.</b> <sup>5</sup>	<b>BUDGET OR FUNDING SOURCE</b> 411
<b>PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO.</b> <sup>7</sup> Brandon Schell / Rhonda Ender 425-333-4192	<b>MAXIMUM AMOUNT PAYABLE, IF ANY</b> <sup>8</sup> Not to exceed \$55,000
<b>COMPLETION DATE</b> No later than 12/31/24	<sup>10</sup> <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 Jan 5<sup>th</sup>, 2024 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:\_\_\_\_\_

Title:\_\_\_\_\_

\_\_\_\_\_  
Ana Cortez, City Manager

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Lora Wilmes, City Clerk



June 8, 2023

Re: Carnation - Sewage Pump - Carnation  
Job Number 23-3739  
**23-3739 - Proposal 0075 - Carnation - Platform & Valve - Carnation**

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

Attn: Brandon Schell and Mike Tipton

**Description:**

- We are pleased to present you with our proposal to install one new valve actuator and provide a new support. The valve operator is provided by others. New catwalk to be measured, fabricated off site, and installed. Catwalk includes painted structural steel supports, fiberglass grating, fabricated ladder with swing gate, and removable painted steel handrails. Proposal is subject to the Qualifications, Clarifications or Exclusions indicated below. Any questions please let us know.

**Valve Operator Install & Support:** \$ 5,316.00  
**Catwalk, Handrail, & Ladder:** \$ 42,544.00

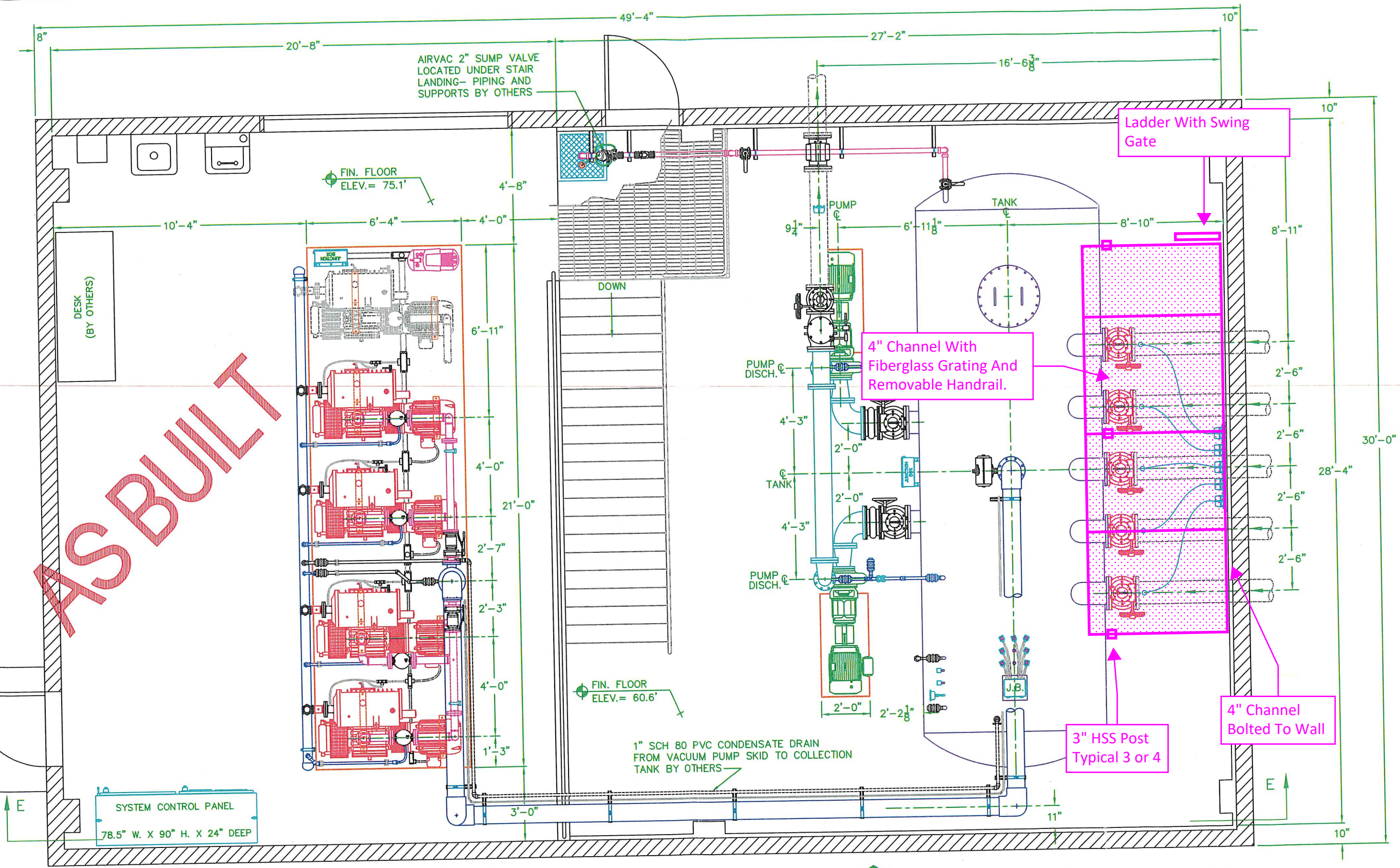
**Exclusions:**

- Electrical or controls.
- Valve operator.
- Engineering, permitting, or drawings.
- Overtime or shift labor.
- Builders risk insurance.
- Performance & payment bond costs.
- Washington state sales tax.

If you have any questions associated with this proposal, please feel free to contact us at (425) 203-9800.

Sincerely,

Travis Watson  
Shinn Mechanical, Inc.



STATION EQUIPMENT LAYOUT

AS BUILT



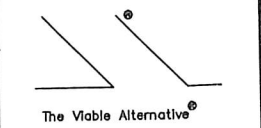
AIRVAC HAS EXPENDED EFFORT IN THE PREPARATION OF THESE DOCUMENTS ON THE UNDERSTANDING THAT THEY WILL BE USED ONLY IF AIRVAC IS CHOSEN AS THE VACUUM SYSTEM SUPPLIER. THESE DOCUMENTS CONTAIN PROPRIETARY INFORMATION OF AIRVAC AND ANY USE OF THAT INFORMATION WITHOUT AIRVAC'S PRIOR WRITTEN CONSENT IS PROHIBITED.

**VACUUM SEWER SYSTEMS**

AIRVAC, INC.  
P.O. BOX 528, 4217 N. OLD U.S. 31, ROCHESTER, INDIANA 46975 U.S.A.

TELEPHONE (574) 223-3980  
FAX (574) 223-5566

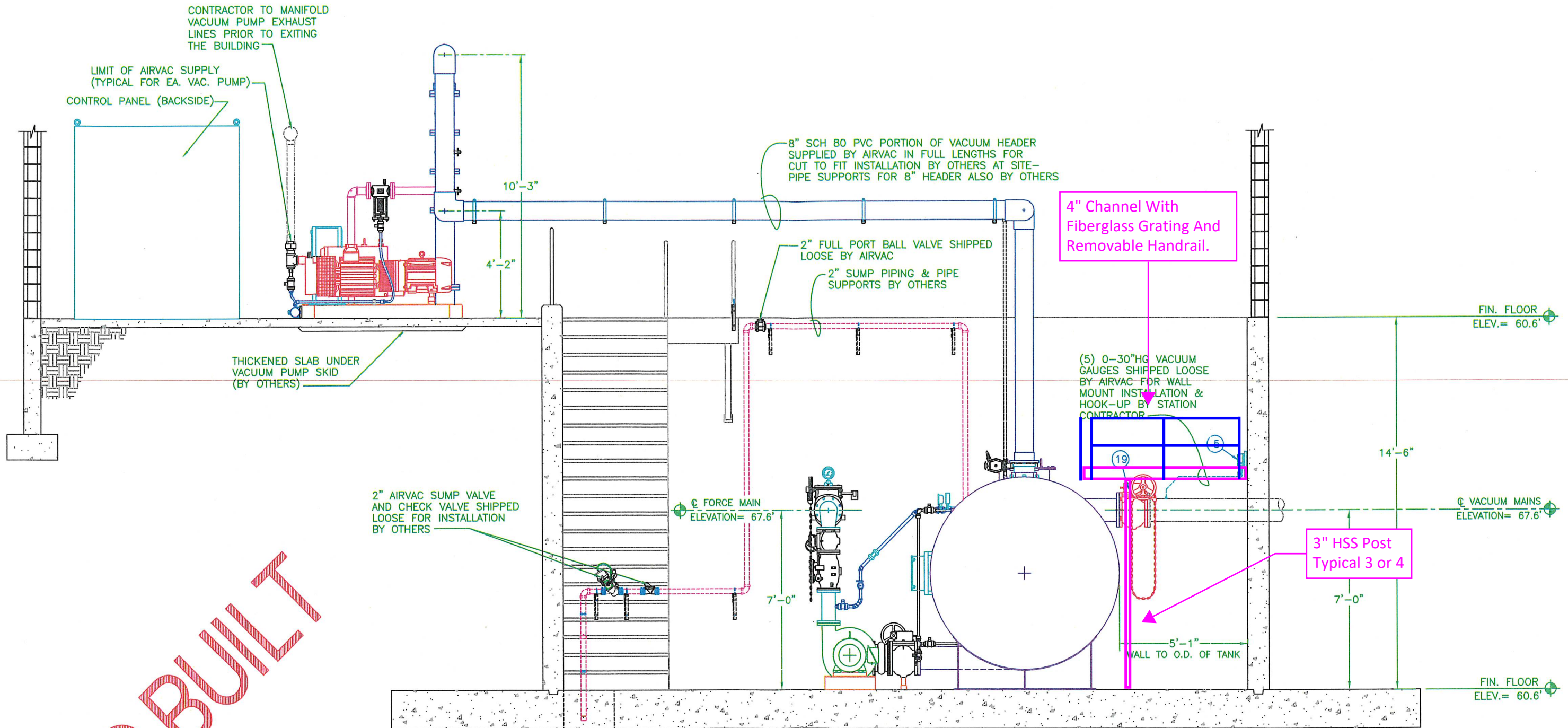
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NO.	REVISIONS	DATE
3	AS BUILT (JMM)	12/4/06
2	REVISED PER REVIEW COMMENTS	8/14/06
1	REVISED TO MATCH ENGINEER'S DRAWINGS	6/28/06

TITLE <b>VACUUM COLLECTION STATION BUILDING EQUIPMENT PLAN VIEW</b>	
CLIENT <b>CITY OF CARNATION, WASHINGTON</b>	
DRAWN BY <b>MDM</b>	DATE <b>10/08/04</b>
DESIGN BY <b>DLM</b>	SCALE <b>1/4" = 1'-0"</b>
DRAWING NO. <b>PJ 04-215</b>	





AS BUILT

ELEVATION VIEW E--E

NOTES:

- 1) ITEMS IN DASHED LINES NOT SUPPLIED BY AIRVAC— FUTURE ITEMS OR SUPPLIED BY CONTRACTOR.
- 2) BUILDING SHOWN FOR REFERENCE PURPOSES ONLY. SEE ENGINEER'S CONSTRUCTION DOCUMENTS FOR EXACT LAYOUT & CONSTRUCTION METHODS.
- 3) SEE AIRVAC DRAWING VCS-SD FOR STANDARD VACUUM STATION DETAILS.
- 4) SEE AIRVAC DRAWINGS PJ04-216 & PJ04-217 FOR LISTING OF MATERIALS.

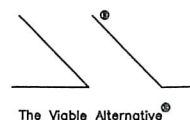
**AIRVAC**<sup>®</sup>

AIRVAC HAS EXPENDED EFFORT IN THE PREPARATION OF THESE DOCUMENTS ON THE UNDERSTANDING THAT THEY WILL BE USED ONLY IF AIRVAC IS CHOSEN AS THE VACUUM SYSTEM SUPPLIER. THESE DOCUMENTS CONTAIN PROPRIETARY INFORMATION OF AIRVAC AND ANY USE OF THAT INFORMATION WITHOUT AIRVAC'S PRIOR WRITTEN CONSENT IS PROHIBITED.

VACUUM SEWER SYSTEMS

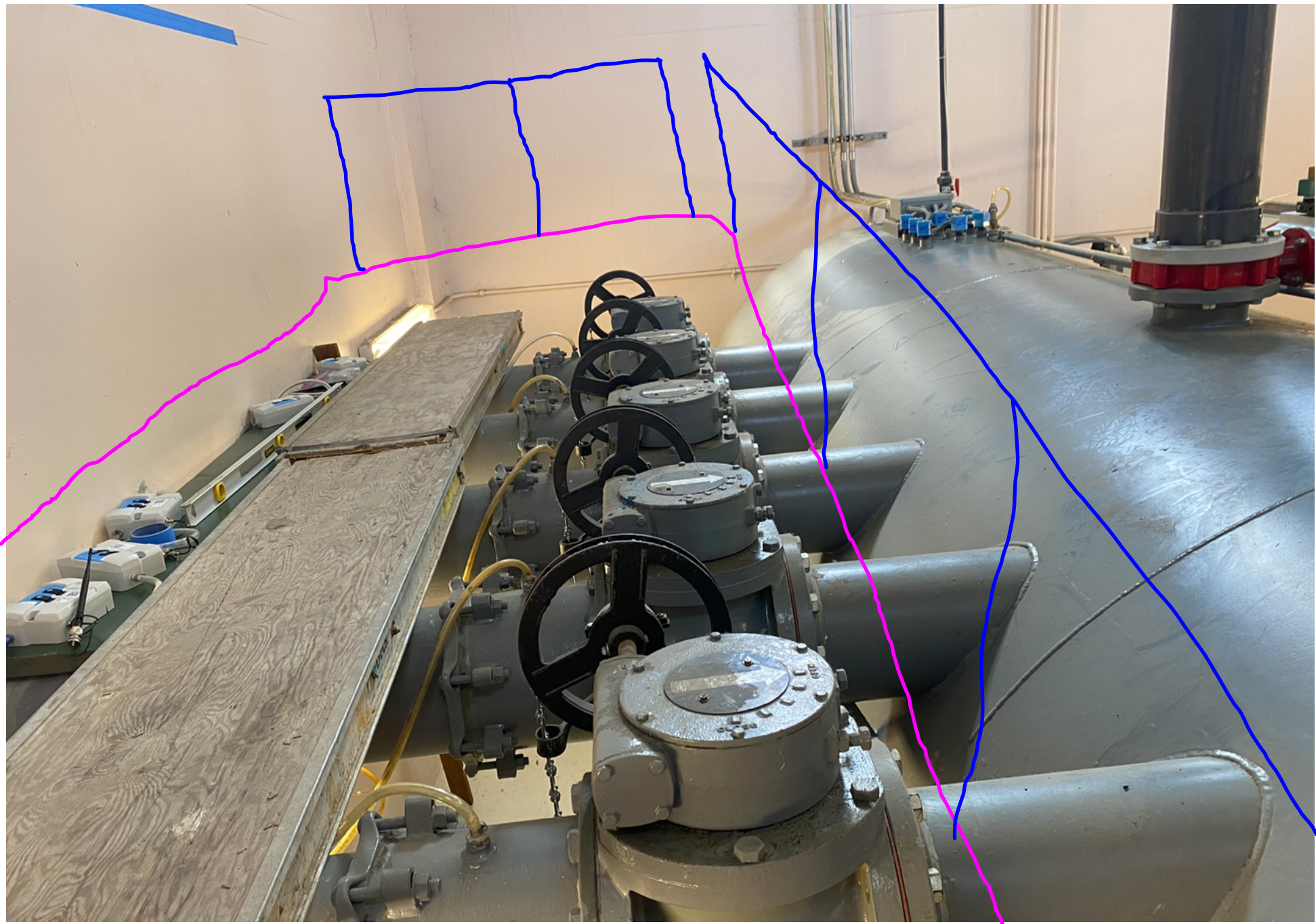
AIRVAC, INC.  
P.O. BOX 528, 4217 N. OLD U.S. 31, ROCHESTER, INDIANA 46975 U.S.A.

TELEPHONE (574) 223-3980  
FAX (574) 223-5566



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NO.		REVISIONS	DATE	TITLE		CLIENT		DRAWING NO.	
2		AS BUILT (JMM)	12/4/06	VACUUM COLLECTION STATION BUILDING LAYOUT ELEVATION VIEW		CITY OF CARNATION, WASHINGTON		PJ 03-01	
1		REVISED PER REVIEW COMMENTS	8/14/06	DRAWN BY	MDM	DATE	1/13/05	SCALE	1/4" = 1'-0"
				DESIGN BY	DLM	COPYRIGHT © AIRVAC			





**Exhibit A**

## Scope of Work:

Install one new valve actuator and provide a new support. The valve operator is provided by others. New catwalk to be measured, fabricated off site, and installed. Catwalk includes painted structural steel supports, fiberglass grating, fabricated ladder with swing gate, and removable painted steel handrails.

A quote and schematics are attached in the proposal.

**Exhibit B**

Project will be completed as soon as materials are available and fabricated and can be scheduled for installation. The project will be completed no later than 12/31/24.

**Exhibit C**

Shinn Mechanical will invoice the City of Carnation.



# CARNATION CITY COUNCIL AGENDA BILL

<b>TITLE:</b> A MOTION authorizing City Manager to enter into a Contract with TSI for Air Vac control system upgrades.	<b>Agenda Bill No.:</b>	AB24-15
	<b>Type of Action:</b>	MOTION
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Contract 24-08</li> </ul>	<b>Origin: (Council/Manager)</b>	City Manager
	<b>Agenda Bill Author:</b>	City Manager
	<b>Date Submitted:</b>	02/06/2024
	<b>For Agenda of:</b>	02/06/2024
	<b>Expenditure Required:</b>	\$80,000
	<b>Amount Budgeted:</b>	\$80,000
	<b>Appropriation Required:</b>	0

**SUMMARY STATEMENT AND DISCUSSION:**  
 TSI is the main provider of Airvac repairs and parts. TSI has worked in all of Carnation’s water and sewer technical systems. This contract is for installation of a Programmable Controllers (PLC), Panel View, Remote Access Communication Equipment for the vac station. TSI was selected as a sole source contractor as changing suppliers would be disruptive to maintenance of system.

**RECOMMENDED ACTION:**  
 I move to authorize City Manager to enter a contract with TSI for Air Vac control system upgrades.

**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		
Nelson			Harris		
Burrell			Burrell		
Merizan			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

<b>CONSULTANT AGREEMENT</b> (V1.23)	
<b>PROJECT TITLE AND IDENTIFICATION NUMBER</b>  Contract services <b>24-08</b>	<b>WORK DESCRIPTION</b>  Air Vac control systems upgrade
<b>CONSULTANT</b>  TSI	<b>CONSULTANT CONTACT NAME, AND TELEPHONE NO.</b> <sup>4</sup>  2303 196 <sup>th</sup> St SW Lynwood, Wa 98036 425-775-5696
<b>FEDERAL I.D. NO.</b> <sup>5</sup>	<b>BUDGET OR FUNDING SOURCE</b>  411
<b>PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO.</b> <sup>7</sup>	<b>MAXIMUM AMOUNT PAYABLE, IF ANY</b> <sup>8</sup>  Not to exceed \$80,000
<b>COMPLETION DATE</b>  No later than 8/1/24	<sup>10</sup>  <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 Jan 5<sup>th</sup>, 2024 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: \_\_\_\_\_

\_\_\_\_\_  
Ana Cortez, City Manager

Title: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Lora Wilmes, City Clerk

November 17<sup>th</sup> 2022

Brandon Schell  
621 Tolt Ave  
Carnation, WA 98014

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### Airvac Control Systems Upgrade

RE: Supply and Install New PLC, PanelView and Remote Access Communication Equipment

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Below is our proposed scope and pricing for supplying the work products associated with the Supply and Install of a New PLC, PanelView and Remote Access Communication Equipment for the Airvac Main Pump Station.

**TOTAL COST: \$68,300.00 (Tax is not included)**

*PLC Replacement:*           \$34,400.00  
*Operator Interface:*       \$24,500.00  
*Remote Access:*            \$9,400.00

Scope of Supply:

- Supply and Install New PLC, PanelView and Remote Access Communication Equipment
  - Allen-Bradley 5069 Series PLC System
    - QTY (1) 5069-L320ER Series PLC Processor
    - QTY (5) 5069-IA16 Input Module
    - QTY (2) 5069-OA16 Output Module
    - QTY (1) 5069-IB16 Input Module
    - QTY (2) 5069-IF8 Analog Input Module
    - I-O Terminal Blocks as required
    - Power Distribution blocks as required
  - Allen-Bradley Operator Interface
    - QTY (1) 2711P-B10C22D9P, PanelView Plus 7 Performance Terminal, Keypad/TouchScreen, 10 SVGA, TFT Color, Ethernet DLR, 24V DC, Windows CE OS License Pro, Performance Model
  - Remote Access Equipment
    - QTY (1) EWON Cosy 131, Cellular Router
    - QTY (1) Antenna Kit, Antenna, Coax, Lightning Protection
    - QTY (1) Network Switch,
  - Programming, Engineering, Installation, Remote Access Configuration.
  - TSI will provide all programming for the PLC, PanelView, Ewon Cosy.
    - Operator Interface will be programmed to email alarms to a general email address accessible by the required call-out personnel.
    - Cellular service is not included and will be required for remote access and for emailing alarm conditions.
  
- Terms: NET 30, FOB Lynnwood, WA. This quote expires 12/31/22.

Please feel free to contact me with any questions or comments regarding this proposal by email at [mitchs@tsicontrols.com](mailto:mitchs@tsicontrols.com) or by phone at 425-320-7632.

Sincerely,



Mitch Stewart

Technical Systems, Inc. | 2303 196<sup>th</sup> St SW | Lynnwood, WA 98036

Direct: 425-678-4134 | Mobile: 425-320-7632



## Exhibit A

Supply and install new PLC, panelview and remove access communication equipment for the Airvac pump station. This is an upgrade to outdated equipment.

TSI is a specialty contractor who installed the system in 2008 and has provided ongoing technical support. Using the same contractor for the upgrade will maintain consistency and cost efficiency.

Scope of Supply:

### Supply and Install New PLC, PanelView and Remote Access Communication Equipment

- Allen-Bradley 5069 Series PLC System
  - QTY (1) 5069-L320ER Series PLC Processor
  - QTY (5) 5069-IA16 Input Module
  - QTY (2) 5069-OA16 Output Module
  - QTY (1) 5069-IB16 Input Module
  - QTY (2) 5069-IF8 Analog Input Module
  - I-O Terminal Blocks as required
  - Power Distribution blocks as required
- Allen-Bradley Operator Interface
  - QTY (1) 2711P-B10C22D9P, PanelView Plus 7 Performance Terminal, Keypad/TouchScreen, 10 SVGA, TFT Color, Ethernet DLR, 24V DC, Windows CE OS License Pro, Performance Model
- Remote Access Equipment
  - QTY (1) EWON Cosy 131, Cellular Router
  - QTY (1) Antenna Kit, Antenna, Coax, Lightning Protection
  - QTY (1) Network Switch,
- Programming, Engineering, Installation, Remote Access Configuration.
- TSI will provide all programming for the PLC, PanelView, Ewon Cosy.
  - Operator Interface will be programmed to email alarms to a general email address accessible by the required call-out personnel.
  - Cellular service is not included and will be required for remote access and for emailing alarm conditions.

**Note: Brandon Schell confirmed on 1/17/24 that the attached quote is still being honored by TSI.**

## Exhibit B

This project will be completed no later than 8/1/2024, unless parts are on backorder.

## Exhibit C

A Net 30 invoice will be submitted once the project is complete.



# CARNATION CITY COUNCIL

## AGENDA BILL

<b>TITLE:</b> A Motion to appoint Joe Mellin to a 4-year term on the Planning and Parks Board.	<b>Agenda Bill No.:</b>	AB24-16
	<b>Type of Action:</b>	MOTION
	<b>Origin:</b> <i>(Council/Manager)</i>	City Manager
	<b>Agenda Bill Author:</b>	City Manager
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Application for Joe Mellin</li> </ul>	<b>Date Submitted:</b>	02/06/24
	<b>For Agenda of:</b>	02/06/24
	<b>Expenditure Required:</b>	0
	<b>Amount Budgeted:</b>	0
	<b>Appropriation Required:</b>	
<b>SUMMARY STATEMENT AND DISCUSSION:</b> <p>There are currently two open seats on the Planning and Parks Board. The City received three applications for the open seats, however, one applicant did not qualify per the residency requirements.</p> <p>An interview panel which included Deputy City Manager Rhonda Ender, Planning and Parks Board Co-Chair Ron Lundeen and Community Member and North Bend Planner Jamie Burrell was assembled. The panel unanimously recommends approval of Joe Mellin for the Planning and Parks Board.</p>		
<b>RECOMMENDED ACTION:</b> I move to appoint Joe Mellin to a 4-year term on the Planning and Parks Board.		
<b>LEGISLATIVE HISTORY:</b>		
<b>ACTION TAKEN</b>		
<b>MOTION AS PROPOSED</b>		<b>MOTION AS AMENDED</b>
Motion made by:		Motion made by:
Second by:		Second by:
	YES Vote	NO Vote
Hawkins		
Ribail		
Nelson		
Burrell		
Merizan		
Passed/Failed		
Ordinance/Resolution No.:		Ordinance/Resolution No.:



# CARNATION CITY COUNCIL

## A G E N D A B I L L

<b>TITLE:</b> A Motion to appoint Nathan Sherfey to a 4-year term on the Planning and Parks Board.	<b>Agenda Bill No.:</b>	AB24-17	
	<b>Type of Action:</b>	MOTION	
	<b>Origin:</b> <i>(Council/Manager)</i>	City Manager	
	<b>Agenda Bill Author:</b>	City Manager	
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Application for Nathan Sherfey</li> </ul>	<b>Date Submitted:</b>	02/06/24	
	<b>For Agenda of:</b>	02/06/24	
	<b>Expenditure Required:</b>	0	
	<b>Amount Budgeted:</b>	0	
	<b>Appropriation Required:</b>		
<b>SUMMARY STATEMENT AND DISCUSSION:</b> <p>There are currently two open seats on the Planning and Parks Board. The City received three applications for the open seats, however, one applicant did not qualify per the residency requirements.</p> <p>An interview panel which included Deputy City Manager Rhonda Ender, Planning and Parks Board Co-Chair Ron Lundeen and Community Member and North Bend Planner Jamie Burrell was assembled. The panel unanimously recommends approval of Nathan Sherfey for the Planning and Parks Board.</p>			
<b>RECOMMENDED ACTION:</b> I move to appoint Nathan Sherfey to a 4-year term on the Planning and Parks Board.			
<b>LEGISLATIVE HISTORY:</b>			
<b>ACTION TAKEN</b>			
<b>MOTION AS PROPOSED</b>		<b>MOTION AS AMENDED</b>	
Motion made by:		Motion made by:	
Second by:		Second by:	
	YES Vote	NO Vote	
Hawkins			Hawkins
Ribail			Ribail
Nelson			Nelson
Burrell			Burrell
Merizan			Merizan
Passed/Failed			Passed/Failed
Ordinance/Resolution No.:		Ordinance/Resolution No.:	



# CARNATION CITY COUNCIL

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## A G E N D A B I L L

<b>TITLE:</b> A Resolution of the City Council of the City of Carnation, Washington, amending the Rules of Procedure for the Carnation City Council as adopted by Resolution No. 353 and amended by Resolution No. 389,448 and 475; and providing for severability.	<b>Agenda Bill No.:</b>	<b>AB24-18</b>
	<b>Type of Action:</b>	<b>MOTION</b>
	<b>Origin:</b> <i>(Council/Manager)</i>	Council of the Whole
	<b>Agenda Bill Author:</b>	City Manager
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Proposed Resolution 24-513</li> <li>• Resolution No. 353</li> <li>• Resolution No. 389</li> <li>• Resolution No. 448</li> <li>• Resolution No. 475</li> </ul>	<b>Date Submitted:</b>	02/06/2024
	<b>For Agenda of:</b>	02/06/2024
	<b>Expenditure Required:</b>	N/A
	<b>Amount Budgeted:</b>	N/A
	<b>Appropriation Required:</b>	0

**SUMMARY STATEMENT AND DISCUSSION:**

The City Council held a Study Session to update its Rules and Procedures on January 9<sup>th</sup>, 2024 and continued discussion on January 20<sup>th</sup>, 2024. These discussions produced changes to take Rules of Procedures for the Carnation City Council which guides Council proceedings.

**RECOMMENDED ACTION:**

I move to adopt a Resolution amending the Rules of Procedure for the Carnation City Council.

**LEGISLATIVE HISTORY:**

**Resolution No. 353:** 02/02/2010, Adopting Rules of Procedure for the City Council; Repealing Resolution 321.

**Resolution No 389:** 10/07/2014, Amending Rules of Procedure for the City Council, Order of Business & Council Liaisons.

**Resolution No. 448:** 04/06/2021, Amending Rules of Procedure for the City Council, Council Liaisons.

**Resolution No. 475:** 2/7/2023, Amending the Rules and Procedures for City Council Council Liaisons

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
Hawkin			Hawkin		

s			s		
Ribail			Ribail		
Nelson			Harris		
Burrell			Burrell		
Meriza n			Green		
Passed/ Failed			Passed/ Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

RESOLUTION NO. 24-513

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, AMENDING THE RULES OF PROCEDURE FOR THE CARNATION CITY COUNCIL AS ADOPTED BY RESOLUTION NO. 353 AND AMENDED BY RESOLUTION NO. 389,448 AND 478; AND PROVIDING FOR SEVERABILITY.

---

WHEREAS, the City Council is authorized under State law, including but not limited to RCW 35A.12.120, to establish rules governing the conduct of and order of business for Council meetings; and

WHEREAS, the City Council adopted updates to the Carnation City Council Rules of Procedure by resolution number 353 on February 2, 2010, to establish protocol to assist in the orderly conduct of Council business; and

WHEREAS, the Rules of Procedure adopted by resolution number 353 were subsequently amended by resolution number 389 on October 7, 2014, to change the order of business and make corrections to the names of two regional bodies; and

WHEREAS, the Rules and Procedures were amended by resolution number 448 on April 6<sup>th</sup> 2021 to revise Council Meeting start and end time,

WHEREAS, the Rules and Procedures were amended subsequently amended by Resolution 478 to change the community groups listed for Council Liaison appointments

WHEREAS, the Council of the Whole after thorough consideration and review did a full edition of document and made minor housekeeping corrections,

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

Section 1.     Amendment to Rule and Procedures of the City Council of the City of Carnation.

Section 3.     Severability. If any one or more sections, subsections, or sentences of this resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this resolution and the same shall remain in full force and effect.

Section 4.     Effective Date. This resolution shall take effect and be in full force immediately upon its passage and adoption by the City Council.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 6<sup>th</sup> DAY OF FEBRUARY, 2024.

CITY OF CARNATION

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

ATTEST/AUTHENTICATED:

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

MLO  
01/28/10

RESOLUTION NO. 353

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, ADOPTING REVISED RULES OF PROCEDURE FOR THE CARNATION CITY COUNCIL; REPEALING RESOLUTION NO. 321; AND PROVIDING FOR SEVERABILITY.

---

WHEREAS, the City Council is authorized under State law, including but not limited to RCW 35A.12.120, to establish rules governing the conduct of and order of business for Council meetings; and

WHEREAS, the City Council desires to revise and update its current Rules of Procedure in order to establish the meeting frequency and schedules for the Council Study Committees, and to update the listing of various boards and community based groups to which the Council appoints liaisons; NOW, THEREFORE

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

Section 1. Repealer. Resolution No. 321 is hereby repealed in its entirety.

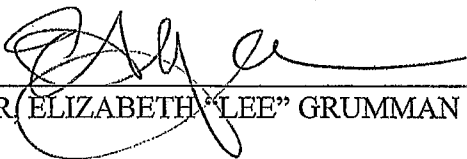
Section 2. Adoption of Revised Rules of Procedure. The City Council hereby adopts as its protocol the Carnation City Council Rules of Procedure attached hereto as Exhibit A and incorporated herein as if set forth in full.

Section 3. Severability. If any section, provision, sentence or clause of this resolution, including any attachment or exhibit hereto, is ultimately invalidated by a court of competent jurisdiction, such invalidation shall not affect the validity of any other section, provision, sentence or clause.



ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF  
ON THE 2<sup>ND</sup> DAY OF FEBRUARY, 2010.

CITY OF CARNATION

  
\_\_\_\_\_  
MAYOR, ELIZABETH "LEE" GRUMMAN

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
CITY CLERK, MARY OTNESS

RESOLUTION NO. 389

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, AMENDING THE RULES OF PROCEDURE FOR THE CARNATION CITY COUNCIL AS ADOPTED BY RESOLUTION NO. 353; AND PROVIDING FOR SEVERABILITY.

---

WHEREAS, the City Council is authorized under State law, including but not limited to RCW 35A.12.120, to establish rules governing the conduct of and order of business for Council meetings; and

WHEREAS, the City Council desires to revise its currently adopted Rules of Procedure in order to change the order of business and make corrections to the names of two regional bodies; NOW, THEREFORE

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

Section 1. Amendment to Rule 19 "Order of Business". Rule 19 of the Carnation City Council Rules of Procedure adopted by Resolution No. 353 is hereby amended as follows:

....

(d) Reports and Requests

1. Mayor and City Council
2. Council Committee Reports
  - (i) Community Development,
  - (ii) Finance and Operations,
  - (iii) Public Health and Safety, and
  - (iv) Utilities and Public Facilities

(e) Staff and Affiliate Reports

1. City Manager
2. Department Heads

3. Other

(f) Citizen Comments and Requests

1. Subjects not on the current agenda. Any member of the public may request time to address the Council to speak prior to the time stated on the agenda for public comment. Public requesting to speak should sign their name and list the subject for which they wish to address the council. When called upon by the Mayor to speak, they shall state their name, address, and the subject matter they wish to address. The Mayor may then allow the comments, subject to a general three (3) minute time limit, but may extend the time as the Mayor or city council deems desirable. For citizen requests made during this time, such requests may normally be referred to the City Manager for evaluation and recommendation. If the request requires immediate action, the Council by majority vote may decide to place the matter on the current agenda for discussion or action. (Also see Rule 29).
2. Subjects on the current agenda. Any member of the public who wishes to address the Council on an item on the current agenda may make such request to the Mayor at the time when comments from the public are requested by signing their name and listing the agenda item which they wish to address. The Mayor may then allow the comments, subject to a general three (3) minute time limit, but may extend the time as the Mayor or city council deems desirable. The Mayor may rule on the appropriateness of public comments as the agenda item is reached.

As an option, the Mayor may invoke the sign-in procedure defined in Rule 20(a). The Mayor may rule on the appropriateness of public comments as the agenda item is reached.

....

Section 2. Amendment to Rule 22 "Committees and Liaisons". Rule 22(d)

"Council Liaisons" of the Carnation City Council Rules of Procedure adopted by Resolution No.

353 is hereby amended to read as follows:

....

- (d) Council Liaisons. In order to provide a liaison and give the City Council representation before various boards, commissions and community based groups, the Mayor may appoint each Council member, at the beginning of the fiscal year, to serve as a liaison to one or more community based groups, institutions, boards, regional bodies, or commissions, such as:
  1. American Legion
  2. Camp Korey at Carnation Farm
  3. Carnation Chamber of Commerce
  4. Carnation-Duvall Citizen Corps Council/CERT
  5. Carnation Farmers Market/Sno-Valley Tilth

6. Carnation Fourth of July Committee
7. Cascade Community Theatre
8. Eastside Human Services Forum
9. Joint Recommendations Committee (JRC)/CDBG
10. Hopelink
11. King County Flood Control District Advisory Committee
12. Puget Sound Regional Council
13. Riverview School District
14. Seattle Public Utilities
15. Snoqualmie Valley Community Network
16. Snoqualmie Valley Governments Association
17. Snoqualmie Watershed Forum/King Conservation District (KCD)/WRIA 7
18. Sno-Valley Senior Center
19. Sound Cities Association (SCA) & Public Issues Committee (PIC)
20. Tolt Historical Society


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

....

Section 3. Severability. If any section, provision, sentence or clause of this resolution, including any attachment or exhibit hereto, is ultimately invalidated by a court of competent jurisdiction, such invalidation shall not affect the validity of any other section, provision, sentence or clause.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF  
ON THE 7<sup>TH</sup> DAY OF OCTOBER, 2014.

CITY OF CARNATION

  
MAYOR, JIM BERGER

ATTEST/AUTHENTICATED:

  
CITY CLERK, MARY MADOLE

MLM  
04/01/21

RESOLUTION NO. 448

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, AMENDING THE RULES OF PROCEDURE FOR THE CARNATION CITY COUNCIL AS ADOPTED BY RESOLUTION NO. 353 AND AMENDED BY RESOLUTION NO. 389; AND PROVIDING FOR SEVERABILITY.

---

WHEREAS, the City Council is authorized under State law, including but not limited to RCW 35A.12.120, to establish rules governing the conduct of and order of business for Council meetings; and

WHEREAS, the City Council adopted updates to the Carnation City Council Rules of Procedure by resolution number 353 on February 2, 2010, to establish protocol to assist in the orderly conduct of Council business; and

WHEREAS, the Rules of Procedure adopted by resolution number 353 were subsequently amended by resolution number 389 on October 7, 2014, to change the order of business and make corrections to the names of two regional bodies; and

WHEREAS, the City Council desires to again revise its currently adopted Rules of Procedure in order to change the community groups listed for Council Liaison appointments and to make a housekeeping correction to an RCW citation that has been recodified;

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

Section 1. Amendment to Rule 16.1 "Endorsements". Rule 16.1 is amended as follows:

"...The Council, as a whole, may from time to time desire to endorse or

support or oppose a ballot item before the voters. The Council may do so provided that the Council follows all applicable State laws including but not limited to RCW ~~42.17A.55542-17.130~~.

Section 2. Amendment to Rule 22 “Committees and Liaisons”. Rule 22(d) is amended as follows:

....

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

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

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

....

Section 3. Severability. If any one or more sections, subsections, or sentences of this resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this resolution and the same shall remain in full force and effect.

Section 4. Effective Date. This resolution shall take effect and be in full force immediately upon its passage and adoption by the City Council.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 6<sup>TH</sup> DAY OF APRIL, 2021.

CITY OF CARNATION

*Kimberly Lisk*  
Kimberly Lisk (Apr 7, 2021 14:25 PDT)

MAYOR, KIMBERLY LISK

ATTEST/AUTHENTICATED:

*Mary Madole*

CITY CLERK, MARY MADOLE

RESOLUTION NO.:.....448

RESOLUTION NO. 475

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, AMENDING THE RULES OF PROCEDURE FOR THE CARNATION CITY COUNCIL AS ADOPTED BY RESOLUTION NO. 353 AND AMENDED BY RESOLUTION NO. 389 AND 448; AND PROVIDING FOR SEVERABILITY.

---

WHEREAS, the City Council is authorized under State law, including but not limited to RCW 35A.12.120, to establish rules governing the conduct of and order of business for Council meetings; and

WHEREAS, the City Council adopted updates to the Carnation City Council Rules of Procedure by resolution number 353 on February 2, 2010, to establish protocol to assist in the orderly conduct of Council business; and

WHEREAS, the Rules of Procedure adopted by resolution number 353 were subsequently amended by resolution number 389 on October 7, 2014, to change the order of business and make corrections to the names of two regional bodies; and

WHEREAS, the City Council adopted updates to the Carnation City Council Rules of Procedure by resolution 448 on April 6<sup>th</sup>, 2021, to revise the community groups listed for Council Liaison appointments.; and

WHEREAS, the City Council desires to revise its currently adopted Rules of Procedure in order to change the community groups listed for Council Liaison appointments for Council and City of Carnation staff.

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

Section 1.     Amendment to Rule 22 “Committees and Liaisons”. Rule 22(d) is amended



as follows:

....

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

1. Carnation Chamber of Commerce
2. Carnation-Duvall Citizen Corps Council/CERT
3. Carnation Farmers Market
4. Carnation Fourth of July Committee
5. Joint Recommendations Committee (JRC)/CDBG
6. King County Flood Control District Advisory Committee
7. Puget Sound Regional Council
8. Riverview School District (including REF and PTSA)
9. Riverview School District Community Resilience Task Force
10. Seattle Public Utilities
11. Snoqualmie Valley Governments Association
12. Snoqualmie Valley Mobility Coalition
13. Snoqualmie Watershed Forum/King Conservation District (KCD)/WRIA 7
14. Sound Cities Association (SCA) & Public Issues Committee (PIC)
15. Regional Water Quality Committee

The Council liaisons shall strive to keep the Mayor, Council, City Manager and staff current on activities, plans and issues affecting their various liaison assignments. It shall be the duty of the assigned liaisons to serve as a point of contact with these groups. Council members shall reasonably report on their interaction with said groups and any interests and needs of the group that relate to the City government and its programs and services.

The City Manager and respective department heads shall strive to keep Council liaisons abreast of developments, trends, conditions and issues in their various areas of responsibility.

....

Section 3. Severability. If any one or more sections, subsections, or sentences of this resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this resolution and the same shall remain in full force and effect.

Section 4. Effective Date. This resolution shall take effect and be in full force immediately upon its passage and adoption by the City Council.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 7<sup>TH</sup> DAY OF FEBRUARY, 2023.

CITY OF CARNATION:

*Jim Ribail*

Jim Ribail (Mar 22, 2023 16:39 PDT)

MAYOR, JIM RIBAIL

ATTEST/AUTHENTICATED:

*Lora Wilmes*

CITY CLERK, LORA WILMES

RESOLUTION NO.....475

**Adopted by Resolution No. 353, February 2010**  
**Amended by Resolution No. 389, October 2014**  
**Amended by Resolution No. 448, April 2021**

**CARNATION CITY COUNCIL RULES OF PROCEDURE**

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## **PREFACE**

The following Rules of Procedure are adopted for the sole benefit of the members of the City Council in order to assist in the orderly conduct of Council business and are enforceable only by Council Members themselves. Except as expressly provided by State law, these rules shall not be construed as granting rights or privileges to members of the public or third parties. The City Council's failure to adhere to or otherwise follow these rules shall not result in any liability to the City, its officers, employees or agents, and shall not result in the invalidation of any Council act. The City Council may, implicitly or by majority vote, determine to temporarily waive any of the provisions herein. Council action taken in disregard of or nonconformity with these rules shall be construed as an implicit waiver thereof.

## **SECTION I – GENERAL PROVISIONS**

### **RULE 1. COUNCIL MEETING - LOCATION**

All meetings of the Carnation City Council shall be held at the City Hall, unless provided otherwise by public notice, and as specified in CMC 2.32.

### **RULE 2. COUNCIL MEETING - TIME**

The regular meetings of the Carnation City Council shall be held the 1st and 3rd Tuesdays at 6:00 p.m. as specified in CMC 2.32.010.

No regular meeting shall be permitted to continue beyond 9:00 PM for a night meeting without approval of a majority of the Councilmembers who are present and eligible to vote. A new time limit must be established before taking a Council vote to extend the meeting. In the event that a meeting has not been closed or continued by Council vote prior to 9:00 p.m., the items not acted on shall be deferred to the next regular Council meeting, unless the Council, by a majority vote of members present, determines otherwise.

Council Committee of the Whole Workshops held on the 2<sup>nd</sup> Tuesday at a time determined by the City Council. Special workshops can take place at a time determined by the Council and are publicly noticed.

### **RULE 3. COUNCIL MEETINGS - OPEN TO THE PUBLIC**

All meetings of the City Council and of committees thereof shall be open to the public, except as provided for in closed executive sessions.

Per MRSC publication The Open Public Meetings Act- How it Applies to Washington Cities, Counties and Special Purpose Districts.

## What Is a “Meeting”?

IN GENERAL There must be a “meeting” of a governing body for the OPMA to apply. Sometimes it is very clear that a “meeting” must be open to the public, but other times it isn't. To determine whether a governing body is having a “meeting” that must be open, it is necessary to look at the OPMA's definitions. RCW 42.30.020(4) defines “meeting” as follows: “‘Meeting’ means meetings at which action is taken.”

“Action,” as referred to in that definition of “meeting,” is defined in RCW 42.30.020(3) as follows: “Action” means the transaction of the official business of a public agency by a governing body including but not limited to receipt of public testimony, deliberations, discussions, considerations, reviews, evaluations, and final actions. “Final action” means a collective positive or negative decision, or an actual vote by a majority of the members of a governing body when sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance. Since a governing body can only transact business when a quorum (majority) of its members are present (e.g., RCW 35A.12.120, 35.23.270, 35.27.280, 36.32.010), it is conducting a meeting subject to the requirements of the Open Public Meetings Act whenever a majority of its members gathers with the collective intent of transacting the governing body’s business (*Citizens Alliance v. San Juan County* (2015)). This includes simply discussing any matter having to do with agency business. Because members of a governing body may discuss the business of that body by telephone and other electronic means (including email, text message, social media or chat), it is not necessary that the members be in the physical presence of each other for there to be a meeting subject to the OPMA (*Wood v. Battle Ground School Dist.* (2001)). Also, it is not necessary that a governing body take “final action” for a meeting subject to the OPMA to occur. See RCW 42.30.020(3).

Note that it does not matter if the meeting is called a “workshop,” a “study session,” or a “retreat”; it is still a meeting subject to the Open Public Meetings Act if a quorum is addressing the business of the city, county, or special purpose district. If a quorum of the governing body just meets socially or travels together, it is not having a meeting subject to the OPMA as long as the members do not discuss agency business or otherwise take “action.” See RCW 42.30.070, *In re Recall of Roberts* (1990).

## SERIAL MEETINGS

Members of a governing body must avoid communicating with each other in a way that eventually turns into a majority of the body collectively taking action, even if the majority is never part of any one communication or are not in the physical presence of one another (*Citizens Alliance v. San Juan County* (2015), *Wood v. Battle Ground School Dist.* (2001), *Egan v. City of Seattle* (2020)). This can happen if the members discuss city, county, or district business together in a series of in-person meetings, phone calls, emails, and other electronic means (including text messages, chat, social media posts and comments, and shared documents). These types of meetings are referred to as “serial” or “rolling” meetings and violate the OPMA when they involve a majority of members having the collective intent to take action. They are a violation because the public could not, as a practical matter, attend these “serial” or “rolling” meetings.

Washington’s Supreme Court has said that, for a serial meeting to occur in violation of the OPMA, there must be a “collective intent to take action.” In discussing collective intent, the Court said that in-person meetings, emails, phone calls, and text messages between and among the city councilmembers could constitute a “meeting” under the OPMA if there was evidence that at least five members (a majority of the nine-member city council) participated in and were aware that four others were participating in conversations about repealing the head tax. See *Egan v. City of Seattle* (2020).

It is not an illegal serial meeting if one member communicates with the other members merely for the purpose of providing relevant information to them. For example, one member can email the other members about an agency issue, so long as the other members only “passively receive” the information and no email or other type of discussion regarding that information takes place (*Egan v. City of Seattle* (2020)). MRSC recommends using the “blind carbon” function in these types of emails which prevents a recipient from replying to all the other recipients. MRSC also recommends having agency staff distribute materials to members of the governing body; this can also help avoid situations where OPMA violations may occur.

#### **RULE 4. ELECTION OF OFFICERS**

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

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

## **RULE 5. PRESIDING OFFICER**

The Mayor shall preside at all meetings of the Council, including the Committee of the Whole (Council Workshops), and be recognized as the head of the City for all ceremonial purposes. In case of the Mayor's absence or temporary disability the Deputy Mayor shall act for the duration of the absence within the limitations and authority specified in RCW 35A.13.035. In case of the absence or temporary disability of the Mayor and the Deputy Mayor, a qualified Councilmember may be selected by members of the Council to act as Deputy for the duration of the absences or disabilities. The Mayor or Deputy Mayor are referred to as "Presiding Officer" from time to time in these Rules of Procedure.

## **RULE 6. QUORUM**

At all meetings of the Council three (3) Councilmembers, who are physically present and eligible to vote, shall constitute a quorum for the transaction of business. A less number may adjourn from time to time, provided that written notice of said adjournment be posted on the exterior Council Chamber doors. Council meetings adjourned under the previous provision shall be considered a regular meeting for all purposes.

## **RULE 7. ATTENDANCE, EXCUSED ABSENCES**

A Councilmember shall forfeit the office by failing to attend three consecutive regular meetings of the Council without being excused by the members of the Council. A member who seeks to be excused from a meeting of the council shall contact the city manager prior to the meeting and state the reason for the councilmember's inability to attend the meeting. If the member is unable to contact the city manager, the member shall contact the City Clerk who shall convey the message to the Mayor. Following roll call, the Mayor shall inform the Council of the member's absence, state the reason for such absence, and excuse the member's absence. The Clerk will make an appropriate notation in the minutes. If another Councilmember questions the member's absence, the Mayor shall inquire if there is a motion to excuse the member. This motion shall be nondebatable. Upon passage of such motion by a majority of members present, the absent member shall be considered excused and the Clerk will make an appropriate notation in the minutes.

- (a) A Councilmember may participate in a meeting remotely. A member that is participating remotely is eligible to vote on matters before the Council.
- (b) A Councilmember participating remotely will be considered "present" for purposes of attendance. The Clerk will note in the record that the member was present remotely.
- (c) Councilmembers that will participate remotely shall notify the Clerk prior to the beginning of the Council meeting.
- (d) A Councilmember may participate in any discussion or vote regarding quasi-judicial actions remotely. A Councilmember may attend a minimum of twelve in person meetings per year.



## **RULE 8. SPECIAL COUNCIL MEETINGS**

Procedures for setting a special meeting are as follows:

- (a) A special meeting may be called by the Mayor or any three members of the Council.
- (b) Notice of the special meeting shall be prepared in writing by the Clerk. The notice shall contain the following information about the meeting: time, place, and business to be transacted.
- (c) The notice shall be delivered by mail, e-mail or personally to the residence of each Councilmember and the business office of each local newspaper and radio and television station which has on file a written request for notice of special meetings.

The chosen social media outlets of the city will also post the meeting notice. The notice must be delivered at least twenty four (24) hours prior to the meeting.

- (d) The notices provided in this section may be dispensed with in the following circumstances:
  - (1) As to any member who at or prior to the time the meeting convenes files with the Clerk a written waiver of notice, (2) As to any member who was actually present at the meeting at the time it convenes, and (3) In the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

## **RULE 9. COUNCIL MEETING AGENDA**

The Clerk of the Council, under the direction of the city manager, shall arrange a list of matters according to the order of business and prepare an agenda for the Council's meeting. Before the written agenda is finalized, the Mayor and City Manager or two (2) Councilmembers may introduce a matter to the agenda through the City Manager. The originating source for agenda matters shall be identified on the supporting agenda material.

A final copy of the agenda, including any items additional to the preliminary agenda with any additional supporting materials shall be prepared for Councilmembers, and the press on or before 4:30 PM two working days before a regular Council meeting.

During a Council meeting any Councilmember- or the city manager may request of the Mayor that a new item be added to the agenda. Upon passage of an affirmative vote of a majority of the members of the council present the Council shall have the option of adding or deleting any item from the agenda, or by consensus may defer an item on the agenda to a subsequent Council meeting.

## **RULE 10. STUDY SESSIONS**

Special Council study sessions, or regular Council meetings that may be canceled due to the absence of a legal quorum, may be designated as Committee-of-the-Whole Study Sessions where no official action is contemplated. The city manager, in consultation with the Mayor, shall arrange an agenda for special Council study sessions. The Council Study Session agenda shall, for each item, contain the Study Item. After the Special Council Study Session agenda has been set, a copy of it along with any supporting materials shall be prepared for Councilmembers, and department heads on or before 4:30 PM at least two working days before the Council Study Session. During the Council Study Session the Mayor may:

- (a) Introduce the subject and give background information;
- (b) Identify the eventual goal of the study session;
- (c) Act as facilitator to keep the meeting discussion focused to the subject; and/or
- (d) Alert the Council when it is appropriate to call for consensus or other official direction of the Council.

## **RULE 11. MAYOR**

The Mayor, as the presiding officer of the Council, shall attend and preside over all meetings of the Council, unless excused by the Council. The city manager may take part in the Council's discussion of any and all matters on the agenda concerning the welfare of the City. If the Mayor is attending remotely the Mayor can direct the Deputy Mayor to preside over the meeting.

## **RULE 12. CLERK OF THE COUNCIL**

The City Clerk shall be ex-officio Clerk of the Council and shall be responsible for keeping the minutes and shall perform such other and further duties in the meeting as may be required by the Council, or City Manager. In the absence of the Clerk, the city manager shall appoint another qualified staff member to act as Clerk of the Council.

## **SECTION II - DUTIES AND PRIVILEGES OF MEMBERS**

### **RULE 13. FORMS OF ADDRESS**

The Mayor shall be addressed as "Mayor (surname)", "Your Honor", or "Mr./Madam Mayor". The Deputy Mayor, when acting for the Mayor, shall be addressed as "Deputy Mayor (surname)". Members of the Council shall be addressed as "Councilmember (surname)".

### **RULE 14. SEATING ARRANGEMENT**

Councilmembers shall occupy the respective seats in the Council Chamber assigned to them by the Mayor.

## **RULE 15. APPEARANCE OF FAIRNESS DOCTRINE**

### Appearance of Fairness Doctrine and its Application.

- (a) Appearance of Fairness Doctrine Defined. When public hearings give the public not only the right to attend but the right to be heard as well, the hearings must not only be fair but must appear to be so. It is a situation where appearances are quite as important as substance. The test of whether the appearance of fairness doctrine has been violated is as follows: Would a disinterested person, having been apprised of the totality of a board member's personal interest in a matter being acted upon, be reasonably justified in thinking that partiality may exist? If answered in the affirmative, such deliberations, and any course of conduct reached thereon, should be voided.
- (b) Types of Hearings to Which Doctrine Applies. The appearance of Fairness Doctrine shall apply only to those actions of the Council which are quasi-judicial in nature. Quasi-judicial actions are defined as actions of the City Council which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested proceeding. Quasi-judicial actions do not include the legislative actions adopting, amending, or revising comprehensive, community, or neighborhood plans or other land use planning documents, or the adoption of area-wide zoning ordinances or the adoption of a zoning amendment that is of area-wide significance. Some examples of quasi-judicial actions which may come before the Council are: rezones or reclassifications of specific parcels of property, appeals from decisions of the Planning Board, hearing examiner, substantive appeals of threshold decisions under the State Environmental Protection laws, subdivisions, and special land use permits.
- (c) Obligations of Councilmembers, Procedure.
  - 1. Councilmembers should recognize that the Appearance of Fairness Doctrine does not require establishment of a conflict of interest, but whether there is an appearance of conflict of interest to the average person. This may involve the Councilmember or a Councilmember's business associate or a member of the Councilmember's immediate family. It could involve ex parte communications, ownership of property in the vicinity, business dealings with the proponents or opponents before or after the hearing, business dealings of the Councilmember's employer with the proponents or opponents, announced predisposition, and the like. Prior to any quasi judicial hearing, each Councilmember should give consideration to whether a potential violation of the Appearance of Fairness Doctrine exists. If a potential violation exists, no matter how remote, the Councilmember should seek the opinion of the City Attorney as to whether a potential violation exists.
  - 2. Anyone seeking to disqualify a Councilmember from participating in a decision on the basis of a violation of the Appearance of Fairness Doctrine must raise the challenge as soon as the basis for disqualification is made known or reasonably should have been made

known prior to the issuance of the decision; upon failure to do so, the Doctrine may not be relied upon to invalidate the decision. The party seeking to disqualify the Councilmember shall state with specificity the basis for disqualification; for example: demonstrated bias or prejudice for or against a party to the proceedings, a monetary interest in outcome of the proceedings, prejudgment of the issue prior to hearing the facts on the record, or ex parte contact. Should such challenge be made prior to the hearing, the Mayor shall direct the City Attorney to interview the Councilmember and render an opinion as to the likelihood that an Appearance of Fairness violation would be sustained in superior court. Should such challenge be made in the course of a quasi-judicial hearing, the Mayor shall call a recess to permit the City Attorney to make such interview and render such opinion.

3. The Mayor shall have sole authority to request a Councilmember to excuse themselves on the basis of an Appearance of Fairness violation. Further, if two (2) or more Councilmembers believe that an Appearance of Fairness violation exists, such individuals may move to request a Councilmember to be excused on the basis of an Appearance of Fairness violation. In arriving at this decision, the Mayor or other Councilmembers shall give due regard to the opinion of the City Attorney.
4. The final decision to recuse a Councilmember on appearance of fairness grounds shall lie with the challenged Councilmember.

(d) Specific Statutory Provisions.

1. It shall not constitute grounds for an appearance of fairness challenge that a Councilmember had, prior to declaring candidacy for the City Council, publicly discussed or expressed an opinion regarding a pending or proposed quasi-judicial matter.
2. A candidate for the City Council who complies with all provisions of applicable public disclosure and ethics laws shall not be limited under the Appearance of Fairness Doctrine from accepting campaign contributions to finance the campaign, including outstanding debts.
3. During the pendency of any quasi-judicial proceeding, no Councilmember may engage in ex parte (outside the hearing) communications with proponents or opponents about a proposal involved in the pending proceeding, unless the Councilmember: (a) places on the record the substance of such oral or written communications; and (b) provides that a public announcement of the content of the communication and of the parties' right to rebut the substance of the communication shall be made at each hearing where action is taken or considered on the subject. This does not prohibit correspondence between a citizen and elected official if the correspondence is made a part of the record, when it pertains to the subject matter of a quasi-judicial proceeding.

- (e) Public Disclosure File. The Clerk shall maintain a public disclosure file, which shall be available for inspection by the public. The file shall contain for each member a disclosure statement. The disclosure statement shall list all real property and all business interests located in the City of Carnation in which the member or the member's spouse, dependent children, or other dependent relative living with the member, have a financial interest.

## **RULE 16. DISSENTS AND PROTESTS**

Any Councilmember shall have the right to express dissent from or protest against any ordinance or resolution of the Council and have the reason therefore entered in the minutes.

### **RULE 16.1. ENDORSEMENTS**

Any Councilmember, as an individual, shall have the right to provide a personal endorsement using their elected title of Councilmember (the Mayor and Deputy Mayor may not use those appointed titles, but must use the title of Councilmember) of any individual, organization, political candidate or ballot measure, provided that the Councilmember make every reasonable effort to clarify that such endorsement does not represent the City or City Council and that it is their own personal and individual endorsement. The Mayor or Deputy Mayor may use their title to endorse if it is voted on by a majority of Council. A Councilmember may not use any City property or resource for this purpose. The Council, as a whole, may from time to time desire to endorse or support or oppose a ballot item before the voters. The Council may do so provided that the Council follows all applicable State laws including but not limited to RCW 42.17A.555.

Any Councilmember, as an individual, shall have the right to provide their own opinion, written or otherwise, using their elected title of Councilmember but not their appointed title of Mayor or Deputy Mayor, provided that the Councilmember make every reasonable effort to clarify that such opinion does not represent the City or City Council and that it is their own opinion.

## **SECTION III - COUNCIL PROCEDURES**

### **RULE 17. RULES OF ORDER**

Rules of order not specified by statute, ordinance, or resolution may be governed by Robert's Rules of Order. The city manager, City Clerk, or designee, shall serve as parliamentarian and shall advise the Mayor as to correct rules of procedure or questions of specific rule application.

### **RULE 18. MOTIONS**

All ordinances, resolutions, contracts and items of business that require Council approval prior to the expenditure of funds shall be in the form of an affirmative motion.

## **RULE 19. ORDER OF BUSINESS**

regular meetings shall include but not be limited to the following agenda items; provided, however that the Mayor may, during a Council meeting, re-arrange items on the agenda to conduct the business before the Council more expeditiously.

- (a) Call to order, pledge of allegiance, and roll call. (See Rule 7 for procedure to excuse an absence).
- (b) Approval of agenda.
- (c) Consent agenda.

1. The City Manager, in consultation with the Mayor, may place matters on the Consent Agenda which have been:
  - (i) previously discussed by the Council, or
  - (ii) based on the information delivered to members of the Council by administration that can be reviewed by a Councilmember without further explanation, or
  - (iii) are so routine or non-technical in nature that passage is likely, or
  - (iv) as directed by the City Council.

Matters other than the minutes which require City Council discussion should not be included on the Consent Agenda.

2. The proper Council motion on the Consent Agenda is as follows: "I move for adoption of the Consent Agenda". This motion shall be non-debatable and will have the effect of moving to adopt all items on the Consent Agenda.

Since adoption of any item on the Consent Agenda implies unanimous consent, any member of the Council shall have the right to remove any item from the Consent Agenda.

Therefore, prior to the vote on the motion to adopt the Consent Agenda, the Mayor shall inquire if any Councilmember has corrections to the minutes or wishes an item to be withdrawn from the Consent Agenda.

If any matter is withdrawn, the Mayor shall place the item at an appropriate place on the agenda for the current or a future meeting. In the case of withdrawing vouchers, the specific voucher(s) shall be withdrawn by number, and the balance of the vouchers shall remain on the consent agenda.

### (d) Reports and Requests

1. Mayor and City Council
2. Council Committee Reports

(e) Staff and Affiliate Reports

(f) Citizen Comments and Requests

1. Subjects not on the current agenda. Any member of the public may request time to address the Council to speak prior to the time stated on the agenda for public comment. Public requesting to speak should sign their name and list the subject for which they wish to address the council. When called upon by the Mayor to speak, they shall state their name, address, and the subject matter they wish to address. The Mayor may then allow the comments, subject to a general three (3) minute time limit, but may extend the time as the Mayor or city council deems desirable. For citizen requests made during this time, such requests may normally be referred to the City Manager for evaluation and recommendation
2. Subjects on the current agenda. Any member of the public who wishes to address the Council on an item on the current agenda may make such request to the Mayor at the time when comments from the public are requested by signing their name and listing the agenda item which they wish to address. The Mayor may then allow the comments, subject to a general three (3) minute time limit for individual and (5) minutes for a group., The Mayor at its discretion may extend the time as the Mayor or city council deems desirable.
3. Public comment time can only be used by the person making the request to address Council. Time cannot be yielded to other members of the public.
4. A group presentation is allowed 5 minutes. The people in the group cannot offer additional public comment.

As an option, the Mayor may invoke the sign-in procedure defined in Rule 20(a). The Mayor may rule on the appropriateness of public comments as the agenda item is reached.

(g) Public Hearings as scheduled (see Rule 20 for procedural details)

(h) Agenda Bills

- a. The Council may allow for public comment on each individual item. The rules for public comment are the same as for Citizen Comments and Requests.

(i) Additional Business

(j) Executive Session as Required. During a Council meeting and by motion, any Councilmember may request an executive session. The motion shall include the legal basis for the executive session. If the motion is successful, the mayor shall indicate to the audience the anticipated length of the session.

(k) Adjournment. No meeting shall be permitted to continue beyond 9:00 p.m for a night meeting without approval of a majority of the Councilmembers who are present and eligible to vote. A new time limit must be established before taking a Council vote to extend the meeting. In the event that a meeting has not been

closed or continued by Council vote prior to 9:00 pm the items not acted on shall be deferred to the next regular Council meeting, unless the Council, by a majority vote of members present, determines otherwise.

The agenda for the second regular meeting of the month shall be organized using the same agenda format.

## **RULE 20. ACTIONS FOR A PUBLIC HEARING**

The procedures for a public hearing are as follows:

- (a) Prior to the start of the "Comments or testimony from the Public" portion of a public hearing, the Mayor may require that all persons wishing to be heard shall sign in with the Clerk, giving their names and addresses, the agenda item, and whether they wish to speak as proponent, opponent, or otherwise. Any person who fails to sign in shall not be permitted to speak until all those who signed in have done so. At any public hearing all persons who have signed in and wish to be heard shall be heard. The Mayor, subject to concurrence of the majority of the Council, may establish time limits and otherwise control presentations. The Mayor may change the order of speakers so that testimony is heard in the most logical groupings (i.e. proponents, opponents, adjacent owners, vested interests, etc.).
- (b) The Mayor introduces the agenda item, opens the public hearing.
- (c) The following Rules of Order shall govern the public hearing. The Mayor may read them upon opening the public hearing, request that the clerk read them or direct that they are posted at the sign in location and/or speakers podium prior to the public hearing. When there are multiple public hearings scheduled for the same meeting, these rules may only be stated once.
  1. "All comments by the public shall be made from the speaker's rostrum and any individual making comments shall first give their name and address. This is required because an official record of the public hearing is being made."
  2. "No comments shall be made from any other location, and anyone making "out of order" comments may be subject to removal from the meeting."
  3. "There will be no demonstrations during or at the conclusion of anyone's presentation."
  4. "These rules are intended to promote an orderly system of holding a public hearing, to give every person an opportunity to be heard, and to ensure that no individual is embarrassed by exercising their right of free speech."
- (d) The Mayor calls upon the City Manager or designee to describe the matter under consideration.
- (e) The Mayor calls for speakers.



- (f) The proponents or speakers now speak. (Note: If the City itself is the proponent, a member or members of the City Administration shall be designated to give proponent and rebuttal testimony).
- (g) The Mayor calls for additional speakers.
- (h) The Mayor announces the following: "At this time I will inquire of the administration as to whether there have been any mis-statements of fact or whether the administration wishes to introduce any material as to subjects raised by the speakers or alter in any regard its initial recommendations."
- (i) The Mayor inquires as to whether any Councilmembers have any questions to ask the speakers, or administration. If any Councilmember has questions, the appropriate individual will be recalled to the podium.
- (j) The Mayor closes the public hearing.
- (k) The Mayor inquires if there is a motion by any Councilmembers. If a motion is made, it shall be in the form of an affirmative motion. Following the motion and its second, discussion occurs among Councilmembers. The Mayor may call on individual Councilmembers in the discussion.
- (l) The Mayor inquires if there is any further discussion by the Councilmembers.
- (m) The Mayor inquires if there are any final comments or recommendations from administration.
- (n) The Mayor inquires of the Councilmembers as to whether they are ready for the question.
- (o) The Clerk shall conduct a roll call vote.
- (p) The Mayor directs the City Administration to prepare findings consistent with the action.

## **RULE 20.1 ACTIONS FOR A QUASI-JUDICIAL PUBLIC HEARING**

- (a) Prior to the start of the "Comments or testimony from the Public" portion of a public hearing, the Mayor may require that all persons wishing to be heard shall sign in with the Clerk, giving their names and addresses, the agenda item, and whether they wish to speak as proponent, opponent, or otherwise. Any person who fails to sign in shall not be permitted to speak until all those who signed in have done so. At any public hearing all persons who have signed in and wish to be heard shall be heard. The Mayor, subject to concurrence of the majority of the Council, may establish time limits and otherwise control presentations. The Mayor may change the order of speakers so that testimony is heard in the most logical groupings (i.e. proponents, opponents, adjacent owners, vested interests, etc.).
- (b) The Mayor introduces the agenda item, opens the public hearing.
- (c) The following Rules of Order shall govern the public hearing. The Mayor may read them upon opening the public hearing, request that the clerk read them or direct that they are posted on the sign in location prior to the public hearing.

When there are multiple public hearings scheduled for the same meeting, these rules may only be stated once.

1. "All comments by the public shall be made from the speaker's rostrum and any individual making comments shall first give their name and address. This is required because an official record of the public hearing is being made."
2. "No comments shall be made from any other location, and anyone making "out of order" comments may be subject to removal from the meeting."
3. "There will be no demonstrations during or at the conclusion of anyone's presentation."
4. "These rules are intended to promote an orderly system of holding a public hearing, to give every person an opportunity to be heard, and to ensure that no individual is embarrassed by exercising their right of free speech."

(d) Appearance of Fairness: When Council conducts a hearing to which Rule 15 (Appearance of Fairness) applies, the Mayor, or in the case of a potential Rule 15 violation by that individual, the Mayor Pro Tem, will ask if any Councilmember knows of any reason which would require such member to excuse themselves pursuant to Rule 15. The form of the announcement is as follows: "All Councilmembers should now give consideration as to whether they have: (1) a demonstrated bias or prejudice for or against any party to the proceedings; (2) a direct or indirect monetary interest in the outcome of the proceedings; (3) a prejudgment of the issue prior to hearing the facts on the record; or (4) ex parte contact with any individual, excluding Administrative staff, with regard to an issue prior to the hearing. If any Councilmember should answer in the affirmative, then the Councilmember should state the reason for their answer at this time so that the Chair may inquire as to whether a violation of the Appearance of Fairness Doctrine exists."

(e) The Mayor calls upon the City Manager or designee to describe the matter under consideration.

(f) The Mayor calls for proponents in quasi-judicial proceedings.

(g) The proponents now speak. (Note: If the City itself is the proponent, a member or members of the City Administration shall be designated to give proponent and rebuttal testimony).

(h) The Mayor calls for additional proponents.

(i) In quasi-judicial proceedings the Mayor calls for opponents by announcing the following:

"At this time the opponents will have an opportunity to speak. Should any opponent have questions to ask of the proponents, ask the questions during your presentation. The proponents shall note the question asked, and answer such questions when the proponent speaks in rebuttal. The proponent shall be

required to answer any reasonable question, provided that the Mayor reserves the right to rule any question out of order."

- (j) Opponents speak.
- (k) The Mayor calls for additional opponents.
- (l) The Mayor calls for proponents to speak in rebuttal. A proponent speaking in rebuttal shall not introduce new material. If the proponent does, or is allowed to do so, the opponents shall also be allowed to rebut the new elements.
- (m) The Mayor inquires as to whether any Councilmembers have any questions to ask the proponents, opponents or administration. If any Councilmember has questions, the appropriate individual will be recalled to the podium.
- (n) The Mayor closes the public hearing.
- (o) The Mayor inquires if there is a motion by any Councilmembers. If a motion is made, it shall be in the form of an affirmative motion. Following the motion and its second, discussion occurs among Councilmembers. The Mayor may call on individual Councilmembers in the discussion.
- (p) The Mayor inquires if there is any further discussion by the Councilmembers.
- (q)
- (r) The Mayor inquires if there are any final comments or recommendations from administration.
- (s) The Mayor inquires of the Councilmembers as to whether they are ready for the question.
- (t) The Clerk shall conduct a roll call vote.
- (u) The Mayor directs the City Administration to prepare findings consistent with the action.

## **RULE 21. VOTING**

The votes during all meetings of the Council shall be transacted as follows:

- (a) Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any single Councilmember, a roll call vote shall be taken by the Clerk. The order of the roll call vote shall be determined by the Mayor. In case of a tie in votes on any proposal, the proposal shall be considered lost.
- (b) Every member who was in the Council chambers when the question was put, shall give their vote unless the Council, for special reasons, shall excuse the member by motion or unless the Councilmember is excused in accordance with Rule 15. When a vote is called, each councilmember shall respond "aye (yes)", "nay (no)", or "abstain". If any Councilmember declines to vote "aye", "nay", or "abstain" their vote shall be counted as an "aye" vote. Any councilmember who responds "abstain" shall state their reason for abstention
- (c) In the event of a tie in votes on any motion, the motion shall be considered lost.

- (d) The passage of any ordinance, grant or revocation of franchise or license, any resolution for the payment of money, any approval of warrants, and any resolution pertaining to personnel actions shall require the affirmative vote of at least a majority of the whole membership of the Council.
- (e) The passage of any public emergency ordinance (an ordinance that takes effect immediately), expenditures for any calamity or violence of nature or riot or insurrection or war, and provisions for a lesser emergency such as a budget amendment shall require the affirmative vote of at least a majority plus one of the whole membership of the Council for the duration of 6 months.
- (f) The passage of any motion or resolution not subject to the provisions of state or local law, or these rules as amended, shall require the affirmative vote of at least a majority of the membership of the Council who are present and eligible to vote.
- (g) The City Clerk shall record the votes of the Council and enter them in the official record of the Council.

## **RULE 22. COMMITTEES AND LIAISONS**

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

- (a) **Committee Of The Whole.** There shall be a standing committee of the Council known as the Committee Of The Whole (COW), composed of the entire council sitting as a legislative study committee. The committee of the whole shall not take any official action while in committee. The Mayor shall chair the COW.
- (b) **Council Study Committees.**
  - 1. *Community Economic Development Committee.* The primary purpose of the Community Development Committee is to review and advise upon on all matters of policy coming before the city council involving the economic development of the city, downtown economic and such other matters as may be assigned to this committee.
  - 2. *Finance and Operations Committee.* The primary purpose of the Finance and Operations Committee is to review and advise upon on all matters of policy coming before the city council involving city financial affairs and on general operations of the city, including the review of all requisition vouchers for payment; personnel matters of the city; general administration; grants and interlocal agreements, utilities, facilities, streets, parks, capital improvements, solid waste and such other matters as may be assigned to this committee.
  - 3. *King County Sheriff Office and Public Safety Committee.* The primary purpose of this committee is to review and advise upon on all matters of policy coming before the city council involving public safety , policing and King County Sheriff Office activities.

4. Housing and Land Use. The primary purpose of committee is to review housing projects, policies, code, standards, zoning, financing, affordability and regulations. This Committee will serve as liaison to the Park and Planning board.

**For Membership see Appendix B**

Term: The term and membership of each committee shall commence on the first regular meeting in January of the city council, and shall terminate effective with the day prior to such meeting the following year. The appointment to each council committee shall be made by the council during the first meeting of the council in January of each year, which meeting shall be denominated as the council organizational meeting.

Meeting Schedule and Frequency: Committees will meet as necessary. The Committees may hold study sessions as needed.

- (c) Special Ad Hoc Study Committees. Special ad hoc Council study committees may be created by the Council for a particular purpose, or when the issue is so complex and time consuming that it cannot be reasonably handled at a Council or COW meeting. Special study committees shall consist of two Council members appointed by the Mayor, and may also include citizens. Special study committees shall sunset at the end of their mission, but no later than the end of each calendar year unless specifically continued by the Council thereafter for a specified time period. A Councilmember shall serve as chair of the committee.
- (d) Council Liaisons. In order to provide a liaison and give the City Council representation before various boards, commissions and community based groups, the Mayor may appoint each Council member, at the beginning of the fiscal year, to serve as a liaison to one or more community based groups, institutions, boards, regional bodies, or commissions, as indicated in Appendix A.

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

- (e) Special Ad Hoc Citizen Advisory Committees. Special ad hoc citizen advisory committees may be created by the Council for a particular purpose. Committee members shall be appointed by the City Manager, with the advice and consent of the Council. The City Manager shall appoint the chair of the Committee.

Unless disbanded by Council action, citizen study committees shall sunset at the end of their mission. One Councilmember, and one alternate Councilmember, may be appointed as an ex-officio member and liaison of a Citizen advisory committee.

(f) Committees, as requested by the Council through a formal motion, second and affirmative vote by a majority, may make recommendations on proposed programs, services, ordinances, and resolutions within their area of responsibility before action is taken by the Council. The Committee Chair may present the recommendations of the committee during the discussion of the item of business.

(g) The motion required to send an item to committee shall be made in the following manner:

I move to send (item) to the (name) Committee, for the committee to provide a status report on (date) and to present findings and or recommendations by (date)

(h) At the Mayor's request, the City Manager considering budget and staffing availability shall make a reasonable effort to assign staff to serve the various committees.

(i) Minutes need not be taken of Council committee meetings, except that a summary of the discussion of the Committee Of The Whole meeting shall be kept and approved by the City Council. Action minutes of non-Council committees and boards shall be prepared.

(j) Consistent with Rule 3, All meetings of the City Council and of committees thereof shall be open to the public, except as provided for in closed executive sessions.

### **RULE 23. ENACTED ORDINANCES, RESOLUTIONS AND MOTIONS**

An enacted ordinance is a legislative act prescribing general, uniform, and permanent rules of conduct relating to the corporate affairs of the municipality. Council action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or for example when establishing a crime, prohibit described conduct or actions altogether. Internal procedural rules of conduct need not be imposed by ordinance.

An enacted resolution is an internal legislative act which is a formal statement of policy concerning matters of special or temporary character. Council action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired.

An enacted motion is a form of action taken by the Council to direct that a specific action be taken on behalf of the municipality. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law.

## **RULE 24. RESOLUTIONS**

Except for franchise resolutions as provided under rule 25 (b), a resolution may be put to its final passage on the same day on which it was introduced. The title of each resolution shall in all cases be read prior to its passage; provided, should a majority of the Councilmembers present request that the entire resolution or certain of its sections be read, such requests shall be granted. A printed copy shall be made available upon request to any person attending the Council meeting at which the resolution was adopted.

## **RULE 25. ORDINANCES**

The procedure for ordinances is as follows:

- (a) Franchises. All resolutions or ordinances granting a franchise require two readings prior to adoption. The second reading must be at least five days after the first reading. All franchise ordinances or resolutions may be passed only at a regular meeting of the council; and at least a majority of the governing body must vote in favor of the franchise.
- (b) Ordinances shall be considered and adopted as follows:
  - 1. All ordinances authorizing expenditure of money shall include the exact source of the funds to be expended.
  - 2. All proposed ordinances shall be submitted through the City Manager and there shall be attached to each proposed ordinance a brief digest (agenda bill) of the provisions thereof.
  - 3. The City Clerk shall use best efforts to prepare copies of all proposed ordinances for distribution to all members of the Council at least forty-eight (48) hours before the Council meeting at which the ordinance is to be introduced.
  - 4. The title to an ordinance shall in all cases be read prior to its passage.
  - 5. The ayes and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the official record of the council.
  - 6. When any vote is called, each Councilmember shall respond "Yes" (aye) or "No" (nay), or "Abstain". Any Councilmember who abstains shall state their reason for the abstention which shall be entered upon the official record of the council.
- (c) Emergency Ordinances. By vote of one more than the majority, the City Council may without notice or hearing adopt an emergency ordinance when necessitated by a public emergency as defined and prescribed in state law.
- (d) A Councilmember may, in open session, request of the Mayor that the Council study the wisdom of enacting a particular ordinance. By affirmative motion, the Council may assign the proposed ordinance to a specific committee or the committee of the whole for study and consideration. The committee shall report its findings to the Council.

- (e) If a Motion to pass an ordinance fails, the ordinance shall be considered lost.
- (f) Any ordinance amending or repealing any portion of the municipal code shall also be construed as amending or repealing the respective portions of any underlying ordinance(s).

#### **RULE 26. PERMISSION REQUIRED TO ADDRESS THE COUNCIL**

Persons, other than councilmembers and department heads, who desire to address the council, shall be permitted to do so only upon the Mayor's recognition and yielding of the floor.

#### **RULE 27. RECONSIDERATION**

To the extent permissible under state law, any action of the Council, including final action on applications for changes in land use status; but excluding a reconsideration of any action previously reconsidered, motions to adjourn, motions to suspend the rules, an affirmative vote to lay on the table or to take from the table, or a vote electing to office one who is present and does not decline; shall be subject to a motion to reconsider.

Such motions can only be made by a member of the prevailing side on the original action. A motion to reconsider must be made no later than the second (2nd) succeeding regular Council meeting. A motion to reconsider is debatable only if the action being reconsidered is debatable. Upon passage of a motion to reconsider, the subject matter is returned to the table anew at the next regular Council meeting for any action the Council deems advisable.

#### **RULE 28. COUNCIL RELATIONS WITH BOARDS AND ADVISORY COMMITTEES**

All statutory boards and commissions will provide the Council with copies of any minutes taken of meetings.

- (a) Communications from such boards, commissions and bodies to the City Council may be recorded in the minutes of a Council meeting as follows:
  - 1. Any such communication may be officially acknowledged by the Council and receipt noted in the minutes. The procedure for acknowledging such receipt shall be that the Mayor or any member of the Council or Department Head may bring such communication to the Mayor's attention under agenda items regarding reports or requests. The Mayor shall state: "So noted for the record", and thereafter the Clerk shall make an appropriate notation in the minutes. Should any member of the Council determine that any such communication be officially answered by the Council, the Mayor shall add the matter to the agenda or defer to a subsequent meeting agenda.



## **RULE 29. COMMENTS, COMPLAINTS AND RECOMMENDATIONS TO COUNCIL**

When citizen complaints or recommendations are brought before the City Council under "Citizen Comments" or at other times during the council meeting, other than for items already on an agenda, the Mayor shall first determine whether the issue is legislative or administrative in nature and then:

- (a) If the subject matter of the comments to be made by the public member requesting time are thought to be slanderous in nature or of no value to the council proceedings, the Council by majority vote may ask the public member to submit their comments in writing to the council and be refused public time to comment.
- (b) If the complaint or recommendation is legislative in nature, and if the Council finds such complaint or recommendation would require new legislation, or a change to an ordinance or resolution of the City, the Council may refer the matter to a council meeting, Committee of the Whole Study Session, or to Staff for study and recommendation.
- (c) If the complaint or recommendation is administrative in nature, or relates to administrative staff performance, administrative execution or interpretation of legislative policy, or administrative policy within the authority of the City Manager, the Mayor may then refer the complaint directly to the City Manager for review if said complaint has not been so reviewed. The City Council may direct that the City Manager brief or report to the Council when the Manager's response is made.
- (d) Should any member of the Council determine that any such communication under items (b) and (c) above be officially discussed by the Council, the Mayor, on an affirmative vote of the Council, shall add the matter to the present agenda or defer to a subsequent meeting agenda.

## **RULE 30. FILLING COUNCIL VACANCIES**

If a vacancy occurs in the office of Councilmember, the Council will follow procedures in accordance with RCW 35A.12.050 in order to fill the vacancy with the most qualified person available until an election is held. The City Manager will widely distribute and publish a notice of the vacancy, and the procedure and application form for applying. The Council will draw up a set of questions that they will use to interview the chosen Councilmember candidates.

## **RULE 31. COUNCIL TRAVEL**

The Council may appropriate funds for Council travel in the legislative department of the annual City budget. Any Councilmember who desires to expend Council travel funds Will use the annual allocation and follow standard procedures for submitting receipts. No funds may be use for the purchase of alcohol, tobacco or cannabis.

# APPENDIX A

## List of Boards and Committees

See below for a list of boards and their corresponding meeting times. Descriptions of each board are detailed in the following pages.

### State

Group	Frequency	Time	Next Meeting	Format
Washington Traffic Safety Commission	Quarterly	10 AM – 12 PM	04/18/24	In-Person: 621 8th Avenue SE, Suite 409 <b>Olympia</b> , WA 98501
Community Economic Revitalization Board	Every other month, third Thursday of the month	9 AM	03/21/24	In-Person: 1011 Plum Street SE, <b>Olympia</b> , WA 98506

### Regional

Group	Frequency	Time	Next Meeting	Format
King County Flood Control District Advisory Committee	Two to three times between March and August	Varying times	Not Scheduled	Remote
PSRC - Central Puget Sound Economic Development District Board	Quarterly, first Wednesday of the month	10 AM – 12 PM	03/06/24	Hybrid: 1201 3rd Ave., Ste 500, <b>Seattle</b> , WA 98101
PSRC - Growth Management Policy Board	Monthly, first Thursday of the month	10 AM – 12 PM	03/07/24	Hybrid: 1201 3rd Ave., Ste 500, <b>Seattle</b> , WA 98101
PSRC - Transportation Policy Board	Monthly, second Thursday of the month	9:30 AM - 11:30 AM	02/08/24	Hybrid: 1201 3rd Ave., Ste 500, <b>Seattle</b> , WA 98101
Joint Recommendations Committee	Every three months, fourth Thursday of the month	9 AM – 11 AM	Not Scheduled	Remote
King County Regional Policy Committee	Monthly, second Wednesday of the month	3 PM	12/14/24	Hybrid: 516 3rd Ave <b>Seattle</b> , WA 98104
Snoqualmie Watershed Forum/King Conservation District (KCD)/WRIA	Every other month, third Wednesday of the month	3 PM – 5 PM	03/20/24	Remote
King County Regional Water Quality Committee	Monthly, first Wednesday of the month	3 PM	02/07/24	Hybrid: 516 3rd Ave <b>Seattle</b> , WA 98104

King County Regional Transit Committee	Monthly, third Wednesday of the month	3 PM	03/21/24	Hybrid: 516 3rd Ave <b>Seattle</b> , WA 98104
King County Local Services and Land Use Committee	Twice a month, every first and third Wednesday of the month	9:30 AM	02/07/24	Hybrid: 516 3rd Ave <b>Seattle</b> , WA 98104
King County Rural Forest Commission	Every other month, third Thursday of the month	9 AM – 12 PM	03/21/24	Hybrid: 8625 310th Ave SE <b>Issaquah</b> , WA 98027
SCA - Public Issues Committee	Monthly, second Wednesday of the month	7 PM	02/14/24	Remote
City of Seattle Parks, Public Utilities & Technology (OVERSEES SPU)	Twice a month, every second and fourth Wednesday	2 PM	02/14/24	Hybrid: 600 4th Ave, Seattle, WA 98104
Port of Seattle	Twice a month, every second and fourth Tuesday of the month	12 PM	02/13/24	Hybrid: - Second Tuesday: 2711 Alaskan Wy, <b>Seattle</b> , WA 98121 - Fourth Tuesday: 17801 International Blvd <b>Seattle</b> , WA 98158

## Local

Group	Frequency	Time	Next Meeting	Format
Snoqualmie Valley Governments Association	Every other month, fourth Wednesday of the month	Dinner time	03/27/24	In-Person: Varying Locations
Snoqualmie Valley Mobility Coalition	Every other month, second Friday of the month	10:30 AM – 12 PM	02/09/24	Remote
Carnation Chamber of Commerce	Monthly, Second Monday of the month	Alternating mornings (8 AM – 10 AM) and evenings (6 PM – 8 PM)	02/12/24	In-Person: Varying Locations

## **STATE**

### **1. Washington Traffic Safety Commission**

The Governor's Office seeks a city elected official to serve on the Washington Traffic Safety Commission. The individual serves a term for an unspecified period of time, at the pleasure of the Governor.

#### *About the Traffic Safety Commission:*

The Washington Traffic Safety Commission advises and confers on programs and activities within the scope of the Highway Safety Act. The commission is composed of the Governor (chair), the Superintendent of Public Instruction, the Director of Licensing, the Secretary of Transportation, the Chief of State Patrol, the Secretary of Health, the Director of the Health Care Authority, as well as a representative from cities, counties, and the judiciary.

### **2. Community Economic Revitalization Board**

The Department of Commerce seeks one city elected official to serve on the Community Economic Revitalization Board (CERB).

#### *About the Community Economic Revitalization Board:*

CERB was formed in 1982 to respond to local economic development in Washington communities. CERB provides funding to local governments and federally recognized tribes for public infrastructure which supports private business growth and expansion. Eligible projects include domestic and industrial water, storm water, wastewater, public buildings, telecommunications, and port facilities. Learn more about the [Community Economic Revitalization Board](#).

### **3. Association of Washington Cities**

Attend board meetings and volunteer in various ad-hoc committees.

## **REGIONAL**

### **1. King County Flood Control District Advisory Committee**

The [King County Flood Control District](#) is a special purpose government created to provide funding and policy oversight for flood protection projects and programs in King County. The Flood Control District's Board is composed of the members of the King County Council. The [Water and Land Resources Division](#) of the King County Department of Natural Resources and Parks carries out the approved flood protection projects and programs under an interlocal agreement.

### **2. Puget Sound Regional Council**

#### **a. Central Puget Sound Economic Development District Board**

The Central Puget Sound Economic Development District Board is the governing board for the federally designated economic development district for King, Kitsap, Pierce, and Snohomish counties. Its members include representatives from private business, local governments, Tribes, and trade organizations. The board is responsible for development and adoption of the region's [Comprehensive Economic Development Strategy \(CEDS\)](#).

**b. Growth Management Policy Board (GMPB)**

The Growth Management Policy Board includes representatives of PSRC's member jurisdictions, regional business, labor, civic and environmental groups. The policy board meets monthly to advise the Executive Board on key growth management issues.

**c. Transportation Policy Board (TPB)**

The Transportation Policy Board includes representatives of the PSRC's member jurisdictions and regional business, labor, civic and environmental groups. The policy board meets monthly to advise the Executive Board on key transportation issues.

**3. Joint Recommendations Committee**

The Joint Recommendations Committee (JRC) is an inter-jurisdictional body that provides funding recommendations and advice on guidelines and procedures for King County and its city partners on a wide range of housing and community development issues. The JRC was created through the interlocal cooperation agreements that formed the following consortia:

- a. King County Community Development Block Grant (CDBG) Consortium
- b. King County HOME Investment Partnerships (HOME) Consortium
- c. King County Regional Affordable Housing Program (RAHP) Consortium

**4. King County Regional Policy Committee**

The Regional Policy Committee reviews and recommends regional policies and plans, other than transit and water quality plans, approved through a work program for the committee.

Issues that may be referred to the Committee or be the subject of the Committee's policy development include health and human services, open space, affordable housing and homelessness, review of county-wide levy plans, solid waste management, economic development, road investments, criminal justice, emergency management planning, jails and district court services, and the siting of regional facilities.

This Committee may also consider issues relating to major regional governance transition and consolidation, particularly those involving potential changes in organization and responsibilities with other county, city, or regional organizations.

**5. Snoqualmie Watershed Forum/King Conservation District (KCD)/WRIA**

The Snoqualmie Watershed Forum is comprised of elected official and citizen representatives from throughout the Snoqualmie Watershed. The Forum helps to coordinate the actions of local governments on fish habitat, flooding, water quality issues in the Snoqualmie Watershed. The Snoqualmie Watershed Forum also helps to coordinate local participation in the development of a salmon conservation plan for the Snohomish River Basin. The Snoqualmie Watershed Forum generally meets on the third Wednesday of every other month.

**6. King County Regional Water Quality Committee**

The Regional Water Quality Committee develops, reviews, and recommends countywide policies and plans addressing wastewater treatment and sewer service issues, long range capital facilities plans, rate policies, and facilities siting. Additionally, the committee provides a

forum for discussion and examination of broader issues of water quality, including pollution sources, surface and storm water control, and regulatory issues.

### **7. King County Regional Transit Committee**

The Regional Transit Committee reviews and makes recommendations to the King County Council on countywide policies and plans for public transportation services operated by the County. The committee's responsibilities include the Strategic Plan for Public Transportation, which sets objectives, goals, and strategies for King County Metro; the King County Metro Service Guidelines, the blueprint for allocation of transit service and measuring performance; and the METRO CONNECTS long-range plan.

### **8. King County Local Services and Land Use Committee**

The Council's Local Services and Land Use Committee considers and makes recommendations on policies relating to:

- a. water supply
- b. unincorporated and rural areas
- c. local government
- d. permitting and zoning
- e. county roads and bridges
- f. levies to support county roads and bridges
- g. emergency management
- h. annexations
- i. local parks and trails
- j. housing
- k. water and sewer district plan
- l. growth management, including regional planning, countywide planning policies; and the Comprehensive Plan
- m. resource lands, including agricultural, forestry and mineral resources.

In the areas within the committee's purview, the committee tracks state and federal legislative action and develops recommendations on policy direction for the county budget

### **9. King County Rural Forest Commission**

The King County Rural Forest Commission is an advisory group of 13 volunteer members, appointed by the King County Executive, who represent a variety of rural forest interests and advise the County on policies and programs affecting rural forests.

Commissioners represent the diversity of rural forestry interests and geographic regions of rural King County, including: private rural forest landowners; advocates of non-timber values of forest land; affected Indian tribes; consumers or users of local forest products (e.g., mills, lumber suppliers, artisans, florist suppliers, and others); academic or professional foresters or forestry associations; rural cities (including Black Diamond, Carnation, Duvall, Enumclaw, North Bend, Skykomish, and Snoqualmie); and the Washington State Department of Natural Resources.

Commission members must have a working knowledge of King County forestry, a strong commitment to promote forestry in the rural area, the ability to work with differing viewpoints to find solutions to complex problems, and a willingness to commit the time. Commission members are asked to volunteer for a minimum term of three years. Duties include attending bi-monthly meetings on the third Thursday of every other month at the Preston Community Center (usually)

and occasional subcommittee meetings. Inquiries from King County residents interested in serving on the Commission are welcome at any time.

Recognizing that conserving healthy forests is essential to protecting and restoring water and air quality, providing recreational opportunities and maintaining a viable forestry industry in King County, the Commission issued the report King County Rural Forest Commission Strategic Priorities Recommendations and Actions for Conservation of Forestland in King County in 2022.

## **10. Sound Cities Association (SCA)**

SCA provides leadership through advocacy, education, mutual support, and networking to cities in King County as they act locally and partner regionally to create livable vital communities.

### **a. Public Issues Committee (PIC)**

The SCA Public Issues Committee (PIC) was established by SCA in 1995 as a standing board committee. Per SCA Bylaws, the PIC “shall review and evaluate policy positions and recommend to the Board what, if any, action should be taken on such policy positions”; Governed by SCA Bylaws (adopted by membership as a whole at Annual Meetings), SCA Board Policies (adopted by Board), and PIC Operating Policies (adopted by PIC). The PIC includes a representative of each city in SCA. Each SCA member has a seat and equal vote at the PIC. It is the body responsible for making recommendations on policies and committee appointments to the Board. The PIC is SCA’s vehicle for bringing policies to member cities, and for member cities to bring policies to SCA.

The PIC not only evaluates and recommends policy positions, but it also recommends regional committee and board appointments to the SCA Board of Directors. A nominating committee of the Public Issues Committee consisting of one representative of each SCA Regional Caucus shall be appointed by the Chair of the Public Issues Committee in October to recommend appointments to the committee. Equitable geographic distribution shall be considered in recommending appointments to the Board of Directors.

## **11. City of Seattle Public Utilities/Dam**

To provide policy direction and oversight and to deliberate and make recommendations on legislative matters relating to:

- a. water, drainage, wastewater, and solid waste services provided by Seattle Public Utilities (SPU), including SPU environmental services and utility rates, regional water resources, endangered species recovery plans, waterway cleanup, and green stormwater infrastructure
- b. Seattle City Light, including but not limited to City Light finances, energy utility rates, resource matters, energy policy, regional matters, air pollution regulations, and alternative energy sources

## **12. Port of Seattle**

Since 1911, the Port of Seattle has grown from a fledgling harbor to a multi-faceted organization that runs a world-class seaport and international airport, supporting tourism and commercial fishing industries, partnering in building road and rail infrastructure, and leading in environmental and sustainability efforts. Yet, our values remain rooted in serving the citizens of King County by creating economic opportunity for all, stewarding our environment responsibly, partnering with surrounding communities, conducting ourselves transparently and holding ourselves accountable.

All authority of the Port of Seattle is vested with the Commission in its actions as a public body under RCW 53. Five Commissioners, elected at large by the voters of King County, serve four-year terms to govern the Port, lead all inter-governmental functions, and oversee the Executive Director. The Commission vests authority with the Executive Director and delineates Commission and ED responsibilities through the Delegation of Responsibility and Authority

## **LOCAL**

**1. Snoqualmie Valley Governments Association**

**2. Snoqualmie Valley Mobility Coalition**

**3. Carnation Chamber of Commerce**



# APPENDIX B

## 2024 COUNCIL COMMITTEES

<b>Community Development Committee</b>	Councilmember Burrell	Councilmember Merizan	Councilmember Nelson	Deputy City Manager Ender	Quarterly
<b>King County Sheriff's Office and Public Safety</b>	Mayor Ribail	Councilmember Burrell	Councilmember Nelson	City Manager Cortez	Quarterly
<b>Finance and Operations Committee</b>	Mayor Ribail	Councilmember Nelson	Deputy Mayor Hawkins	City Manager Cortez	Quarterly
<b>Housing and Land Use</b>	Councilmember Merizan	Deputy Mayor Hawkins	Councilmember Nelson	City Manager Cortez	Quarterly



# CARNATION CITY COUNCIL AGENDA BILL

<p><b>TITLE:</b> a Motion to approve claims for \$866,982.97 for the dates January 3<sup>rd</sup> – January 24<sup>th</sup>, 2024.</p>	<b>Agenda Bill No.:</b>	AB24-19			
	<b>Type of Action:</b>	Motion			
	<b>Origin:</b> <i>(Council/Manager)</i>	City Manager			
	<b>Agenda Bill Author:</b>	City Manager			
<p><b>EXHIBITS:</b></p> <ul style="list-style-type: none"> <li>• Claims Register</li> </ul>	<b>Date Submitted:</b>	02/06/2024			
	<b>For Agenda of:</b>	02/02/2024			
	<b>Expenditure Required:</b>	\$866,982.97			
	<b>Amount Budgeted:</b>	\$866,982.97			
	<b>Appropriation Required:</b>	N/A			
<p><b>SUMMARY STATEMENT AND DISCUSSION:</b></p>    					
<p><b>RECOMMENDED ACTION:</b> I move to approve claims for the amount of \$866,982.97 for the dates January 3<sup>rd</sup> – January 24<sup>th</sup>, 2024.</p>					
<p><b>LEGISLATIVE HISTORY:</b></p>					
<p><b>ACTION TAKEN</b></p>					
<b>MOTION AS PROPOSED</b>		<b>MOTION AS AMENDED</b>			
Motion made by:		Motion made by:			
Second by:		Second by:			
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Nelson			Nelson		
Burrell			Burrell		
Merizan			Merizan		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

# CHECK REGISTER

City of Carnation

Time: 11:21:59 Date: 01/24/2024

01/03/2024 To: 01/24/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
9	01/03/2024	Claims	1	EFT	BANK OF AMERICA	89,292.60	December Payroll - Paycom ACH #1; December Payroll - Paycom ACH #2
195	01/23/2024	Claims	1	EFT	2023 DEPARTMENT OF REVENUE	7,686.28	December 2023 Excise Taxes
26	01/08/2024	Claims	1	38544	JOSE VAZQUEZ	5,373.06	Civic Plaza Special Project - Clean up and Filter Fabric
27	01/08/2024	Claims	1	38545	AWC RMSA	111,080.00	2024 AWC Risk Management Service Agency Assessment
28	01/08/2024	Claims	1	38546	KING COUNTY FINANCE - WASTEWATER	68,060.85	SD Jan-24 Net Single Family residential customers AND Average number of net residential customers equivalent per quarter
29	01/08/2024	Claims	1	38547	THOMPSON, GUILDNER & ASSOCIATES INC P.S.	518.70	General Counsel
30	01/08/2024	Claims	1	38548	JENNIFER HARGROVE	380.00	December - Content creation, proofing, research and meetings
31	01/08/2024	Claims	1	38549	BETH GOLDBERG CONSULTING SERVICES	525.00	Review / finalize Comcast Franchise Agreement. Draft Agenda Bill
32	01/08/2024	Claims	1	38550	ASSOCIATION OF WASHINGTON CITIES	400.00	City Action Days 2024 registration for Ana Cortez and Rhonda Ender
33	01/08/2024	Claims	1	38551	RAULENA ANORIM	2,916.00	9 x Regular Cleaning (\$300.00)
34	01/09/2024	Claims	1	38552	AM TEST, INC	120.00	Water Sampling
35	01/09/2024	Claims	1	38553	AMERICAN WATER WORKS ASSOCIATION	412.00	Membership Dues
36	01/09/2024	Claims	1	38554	CITY OF CARNATION	1,837.33	Account No. 1325001 - 4621 Tolt Avenue (City Hall); Account No. 1325000 - 4620 Tolt Avenue (Triangle); Account No. 1325003 - 31999 E Blanche St. (Memorial Park); Account No. 1325008 - 0 4602 Stossel A
37	01/09/2024	Claims	1	38555	COMCAST	629.58	Phone Service
38	01/09/2024	Claims	1	38556	DAILY JOURNAL OF COMMERCE	236.50	Municipal Engineering Ad
39	01/09/2024	Claims	1	38557	PUGET SOUND ENERGY	7,515.36	Vac Station - 4301 315th AVE NE (ACTUAL LOCATION - 4301 Larson Ave)
40	01/09/2024	Claims	1	38558	UNITED SITE SERVICES	521.66	Fred Hockert Park Portable Restroom; Sewer Location Portable Restrooms
41	01/09/2024	Claims	1	38559	UTILITIES UNDERGROUND LOCATION CENTER	68.37	Excavation Notifications for the month: 31; Dig Location Fees
42	01/09/2024	Claims	1	38560	VERIZON WIRELESS	2,559.34	Service Nov. 26 - Dec. 25
43	01/09/2024	Claims	1	38561	PUMPTECH, LLC	1,717.46	Change Order #5 - Air Vent Kit, Labor, Service Tech
44	01/09/2024	Claims	1	38562	KING COUNTY RADIO COMMUNICATION SERVICES	135.33	Rentals and Maintenance Contract - 12/1/23 - 12/31/23
45	01/09/2024	Claims	1	38563	STRATUM GROUP INC	1,015.00	NEPA work for CCC for 4th Quarter (2023); NEPA environmental assessment work for McKinley Ave Improvements
46	01/09/2024	Claims	1	38564	RHONDA ENDER	81.21	Mileage Reimbursement - Drop off NWA Check, pick up office supplies; Expense Reimbursement Request - Office Supplies from Staples

# CHECK REGISTER

City of Carnation

Time: 11:21:59 Date: 01/24/2024

01/03/2024 To: 01/24/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
47	01/09/2024	Claims	1	38565	LANE POWELL	25,223.70	Employee Investigation; General Employment and Labor Law Advice; PRA Matters
48	01/09/2024	Claims	1	38566	WASHINGTON ECONOMIC DEVELOPMENT ASSOCIAT	400.00	2024 Membership Dues
49	01/09/2024	Claims	1	38567	DATABAR	2,492.92	Survey- Snoqualmie Valley Based Incubator; Utility Bill Inserts (12/05/23) w/ Low Income Internet Assistance; Utility Bill Inserts (10/04/23); Utility Bill Inserts (08/31/23)
50	01/09/2024	Claims	1	38568	USA BLUEBOOK	1,966.66	Sewer Parts
51	01/09/2024	Claims	1	38569	SENSEK SERVICES	32,379.01	Insect Control, Fungal Control, Foliar Fertilizer; Installment Charge
52	01/09/2024	Claims	1	38570	NORTHWEST REGION DEPT. OF TRANSPORTATION	44.04	SR 203 / Tolt Ave Improvement - Labor and Admin
53	01/09/2024	Claims	1	38571	BOOKKEEPING SOLUTIONS INC	5,085.00	Reconciling, organizing, posting, depositing etc.
54	01/09/2024	Claims	1	38572	ANALYTICAL RESOURCES, LLC	5,246.00	Landfill Water Testing
55	01/09/2024	Claims	1	38573	LEGADO PAINTING SERVICES	6,956.80	CCC paint
56	01/09/2024	Claims	1	38574	MARI ROBERTS	4,800.00	Facilitation of Council Retreat on Jauary 20, 2024
57	01/09/2024	Claims	1	38575	GRACE HOPKINS	1,175.00	Asministrative Support
61	01/10/2024	Claims	1	38576	VALLEY DEFENDERS, PLLC	2,250.00	Public Defense Services - 4th Qtr 2023
111	01/12/2024	Claims	1	38577	BANK OF AMERICA	17,015.70	Credit card charges December 2023
116	01/16/2024	Claims	1	38578	AQSEPTENCE GROUP INC	798.48	Rebuilding Sewer - Contractors
117	01/16/2024	Claims	1	38579	AWC EMPLOYEE BENEFIT TRUST	22,228.26	Employer's Monthly Billing Report for: January 2024
118	01/16/2024	Claims	1	38580	CITY OF CARNATION	317.93	December 2023 Water - Account No. 1241 (4003 Tolt Avenue)
119	01/16/2024	Claims	1	38581	DAILY JOURNAL OF COMMERCE	243.60	Banking Services RFP
120	01/16/2024	Claims	1	38582	PUGET SOUND ENERGY	1,478.55	E Eugene St. and Tolt Ave. Street Lights
121	01/16/2024	Claims	1	38583	SAFEBUILT, LLC	1,274.00	December Building Inspections
122	01/16/2024	Claims	1	38584	BEAR CREEK LANDSCAPING & CONSTRUCTION LL	3,496.52	Landscaping for 31999 Blanche St (Valley Memorial)
123	01/16/2024	Claims	1	38585	AIRVAC INC.	7,900.00	One week installation training
124	01/16/2024	Claims	1	38586	KING COUNTY FINANCE	375.00	KCIT INET December 2023 - Contract
125	01/16/2024	Claims	1	38587	BENJAMIN ASPHALT, INC	15,846.22	Water & Sewer Maintenance; West Commercial Street Drainage
126	01/16/2024	Claims	1	38588	JOSE VAZQUEZ	5,500.00	December Landscaping - Cemetery, Parks, City Hall, Main Street
127	01/16/2024	Claims	1	38589	DATABAR	113.41	Taste of the Valley Insert
139	01/19/2024	Claims	1	38590	AHBL, INC	10,360.00	COST RECOVERY - Land Use Planning - Boyd Unit Lot Subdivision; COST RECOVERY AND NON-COST RECOVERY - On-Call Planning Services 11/26 - 12/25
140	01/19/2024	Claims	1	38591	BUTTONSMITH, INC	223.85	Business Cards
141	01/19/2024	Claims	1	38592	DAILY JOURNAL OF COMMERCE	423.30	Printing - East Bird Improvements
142	01/19/2024	Claims	1	38593	EVERGREEN RURAL WATER OF WASHINGTON	539.10	Annual System Membership Dues and Active Connections

# CHECK REGISTER

City of Carnation

Time: 11:21:59 Date: 01/24/2024

01/03/2024 To: 01/24/2024

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
143	01/19/2024	Claims	1	38594	HNTB CORPORATION	66,024.97	COST RECOVERY - Land Use Engineering 10/28 - 11/24; COST RECOVERY - Land Use Engineering 09/30 - 10/27
144	01/19/2024	Claims	1	38595	KPG PSOMAS	22,690.75	SR 203/ Tolt Ave Eugene to Rutheford (Phase I); COST RECOVERY - McKinley Improvement Services 11/24/23 - 12/31/23
145	01/19/2024	Claims	1	38596	WASHINGTON TEAMSTERS WELFARE TRUST	7,070.40	02/2024 Insurance Coverage
146	01/19/2024	Claims	1	38597	TIM WOOLETT	2,505.60	COST RECOVERY - Planning Services - MainVue Homes; COST RECOVERY - Planning Services - Pulte Homes; Planning Services - Code Updates, Bird SEPA, and Misc.
147	01/19/2024	Claims	1	38598	GRAY & OSBORNE, INC	27,330.47	Utility Mapping Assistance 12/3 - 12/31; Brumbaugh Water Main Improvements 12/03 - 12/31; Water System Oprations Assistance 12/03 - 12/31; City Engineering Services 12/03 - 12/31
202	01/24/2024	Claims	1	38599	AIRVAC INC.	4,199.49	Upgrade Rubber Plunger
197	01/24/2024	Claims	1	38600	AM TEST, INC	70.00	Water Bacteriological Analysis
198	01/24/2024	Claims	1	38601	DAVIDSON-MACRI SWEEPING, INC	916.34	Streetsweeping - Route 3; Streetsweeping - Route 2; Streetsweeping - Route 1
206	01/24/2024	Claims	1	38602	DEPT. OF TRANSPORTATION NORTHWEST REGION	220.09	Tolt Avenue IMprovement Project Costs December 2023
205	01/24/2024	Claims	1	38603	LANE POWELL	10,761.70	Legal fees for Union Arbitration; Legal Fees - Public Records Requests
199	01/24/2024	Claims	1	38604	LYNN MOBERLY	400.00	Prosecution Services December 2023
208	01/24/2024	Claims	1	38605	MISS ABBY'S TRUCKING	1,350.00	2 Loads of Sand to Public Works Yard
200	01/24/2024	Claims	1	38606	MOTT MACDONALD (PGG)	6,222.21	December 2023 Landfill - Collecting Groundwater and Gas samples
203	01/24/2024	Claims	1	38607	NEW X INC	224,387.38	Project Services for Tolt Ave Phase I
201	01/24/2024	Claims	1	38608	PUGET SOUND ENERGY	11,273.72	Electric for 31999 E Bird St (Tolt Green); Electric for 4003 Tolt Avenue (CCC); Electric for Street Ligts; Electric for Stossel & Commercial (Yellow Park); Electric for 4621 Tolt Ave (City Hall); Elec
204	01/24/2024	Claims	1	38609	SIDD RAO	2,047.17	IT Services 12/11/23 - 01/05-24
207	01/24/2024	Claims	1	38610	USIC LOCATING SERVICES, LLC	278.00	Locating Services - 10/1 - 10/31

001 General Fund	350,632.52
101 Street Fund- OPS	18,699.65
106 Cemetery OPS- ELIMINATE IN 2024	270.33
109 Traffic Impact Fee- CIP	2,353.30
301 STREETS CIP	247,342.26
302 Capital Facilities CIP	7,971.80
401 Water Fund OPS	86,374.12
402 Water Capital Replacement CIP	4,057.92
406 Landfill Financial Assurance- OPS	11,879.29

# CHECK REGISTER

City of Carnation

Time: 11:21:59 Date: 01/24/2024

01/03/2024 To: 01/24/2024

Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		409 Stormwater OPS				2,353.31	
		411 Sewer Fund OPS				59,301.34	
		633 KING COUNTY PASS THROUGH - Restricted				75,747.13	
						<u>866,982.97</u>	Claims: 866,982.97

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.

(Ana Cortez) City Manager \_\_\_\_\_ Date: \_\_\_\_\_

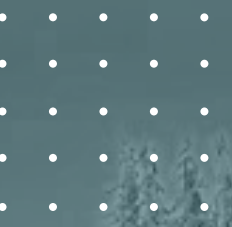


City of Carnation

# Organizational Structure

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Presented at the February 6, 2024  
Council Meeting

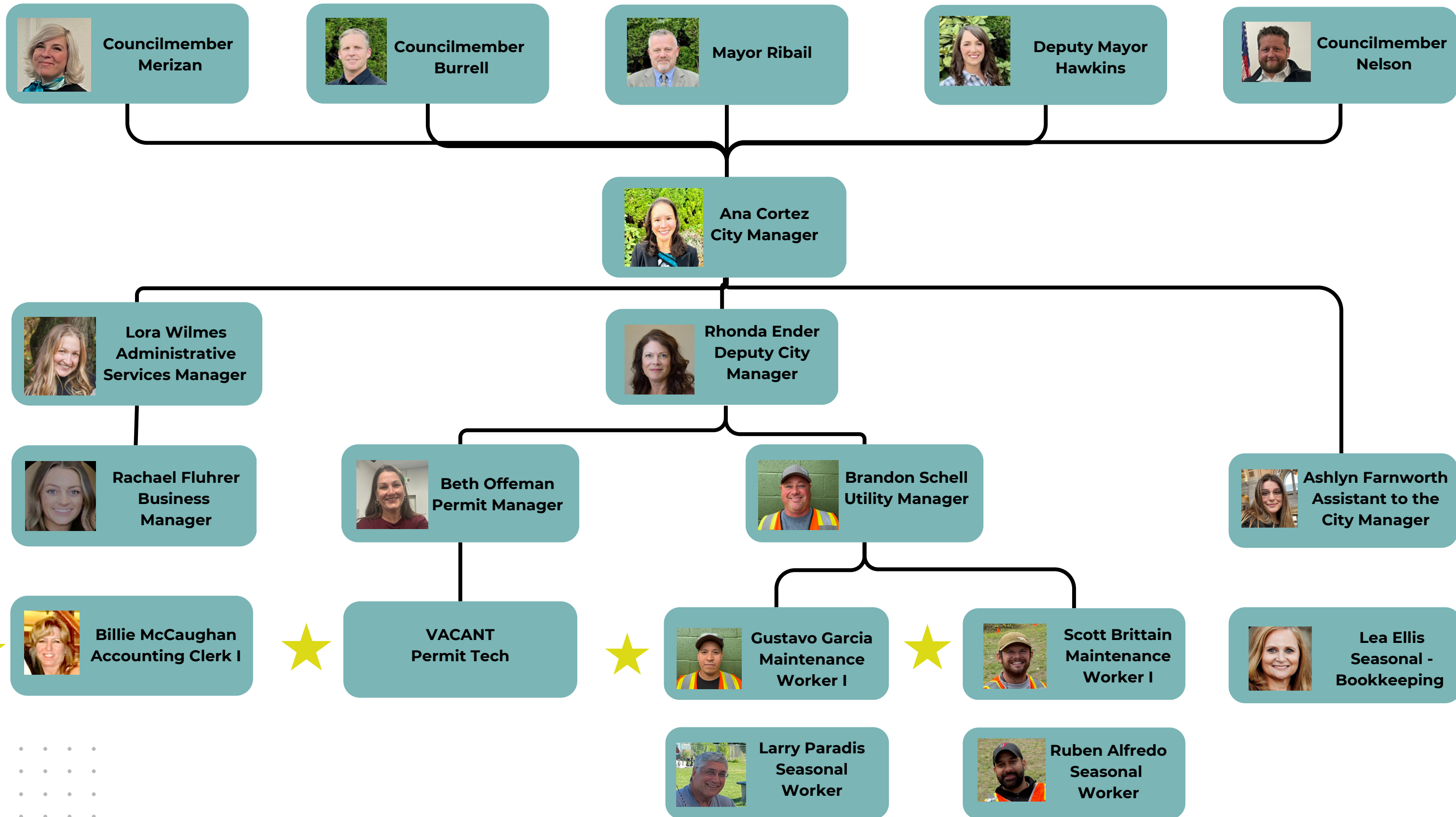


# BRANCHES OF GOVERNMENT

Judicial	Quasi-Judicial	Legislative	Executive
<ul style="list-style-type: none"> <li>• Prosecution</li> <li>• Public Defense</li> <li>• King County Superior Court, Judge Robertson</li> </ul>	Land use decisions	<ul style="list-style-type: none"> <li>• Ordinances</li> <li>• Resolutions</li> <li>• Strategic Decisions</li> </ul>	<ul style="list-style-type: none"> <li>• <i>Implementation of Ordinances &amp; Resolutions.</i></li> <li>• Municipal Services:               <ul style="list-style-type: none"> <li>◦ Public Safety</li> <li>◦ Public Works</li> <li>◦ Streets + Parks</li> <li>◦ Economic Development</li> </ul> </li> </ul>
<b>LEGAL COUNSEL</b>	<b>COUNCIL</b>	<b>COUNCIL AND CLERK</b>	<b>CITY MANAGER</b>



# ORGANIZATIONAL CHART - IN PRACTICE



★ = Union Member



# What is a Plat: Part I

Rhonda Ender

Deputy City Manager/CED Principal

# Platting

Platting or subdividing means the division or redivision of land into lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership.

2

**Platting is a 2-Step Process:**

- **Preliminary Plat Process**
- **Final Plat Process**

# Preliminary Plat

3

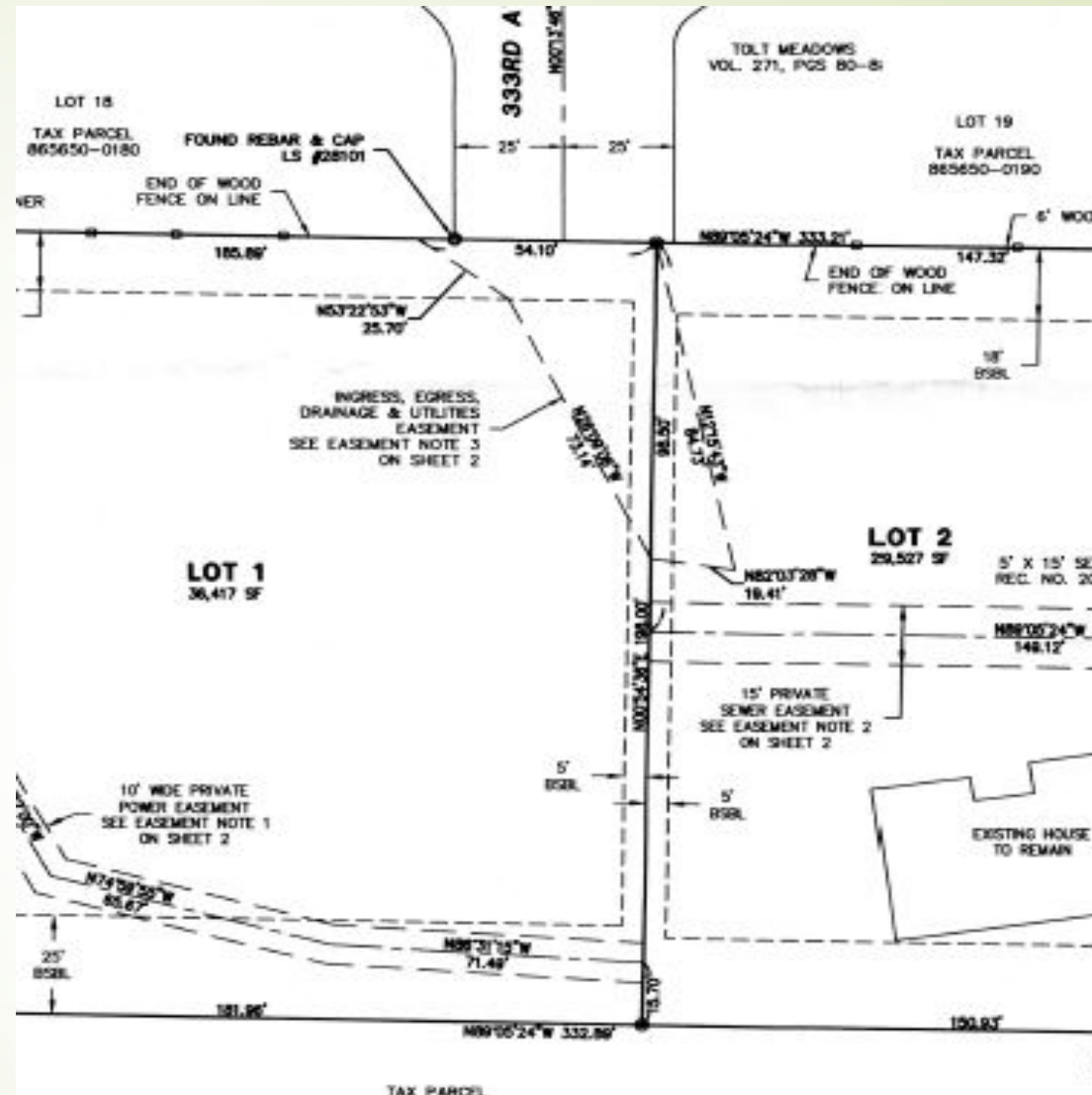


\_\_\_\_\_ imposed  
on the preliminary plat.

# Long vs. Short

► Plat (aka Long Plat or Formal Plat) = subdividing into 5 or more lots.

► Short Plat = subdividing into 4 or fewer lots.



# Final Plat

- ▶ Final plat means the final drawing of the subdivision and dedication prepared for filing for record with the county assessor and containing all elements and requirements.
- ▶ Final plat to conform to the preliminary plat.
- ▶ Following preliminary plat approval, the developer is in position to go ahead with the improvement **with the assurance that the final plat will be approved pursuant to City requirements** (*CED Department confirms requirements have been met*).

# Brief Overview of Process

## 1- Pre-Application Conference

A developer or applicant requests a pre-application conference to discuss prospective plans and requirements. *Pre-apps are not required but recommended.*

## 2- Application

A developer or applicant submits an application to subdivide a lot.

## 3- Planning

City Staff and Consultants review the application for completeness and consistency with relevant codes.

## 4- Notice of Application

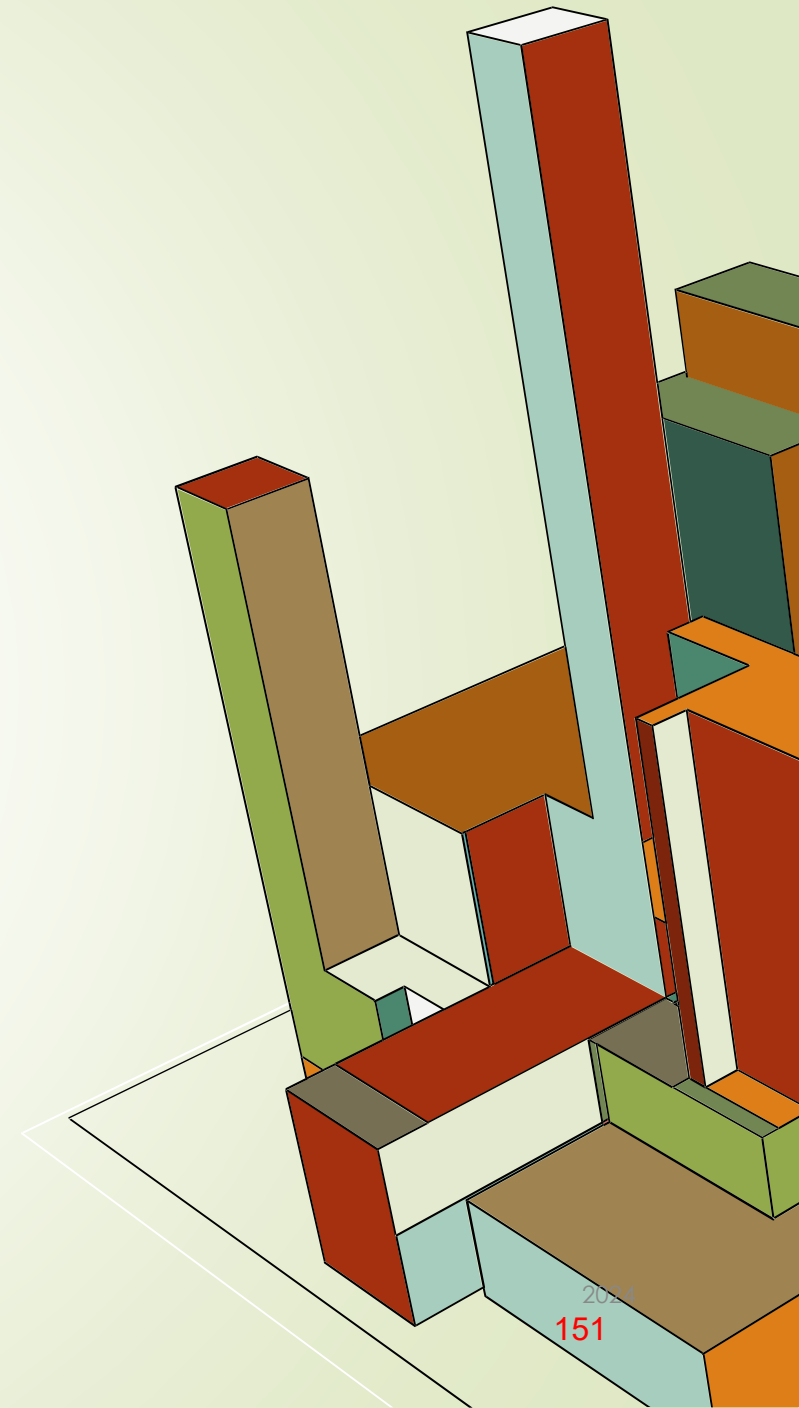
Public distribution and public comment period.

## 5- Open Public Hearing

For Long Plats only.

## 6- Decision by Primary Decision Maker

*See next slide.*



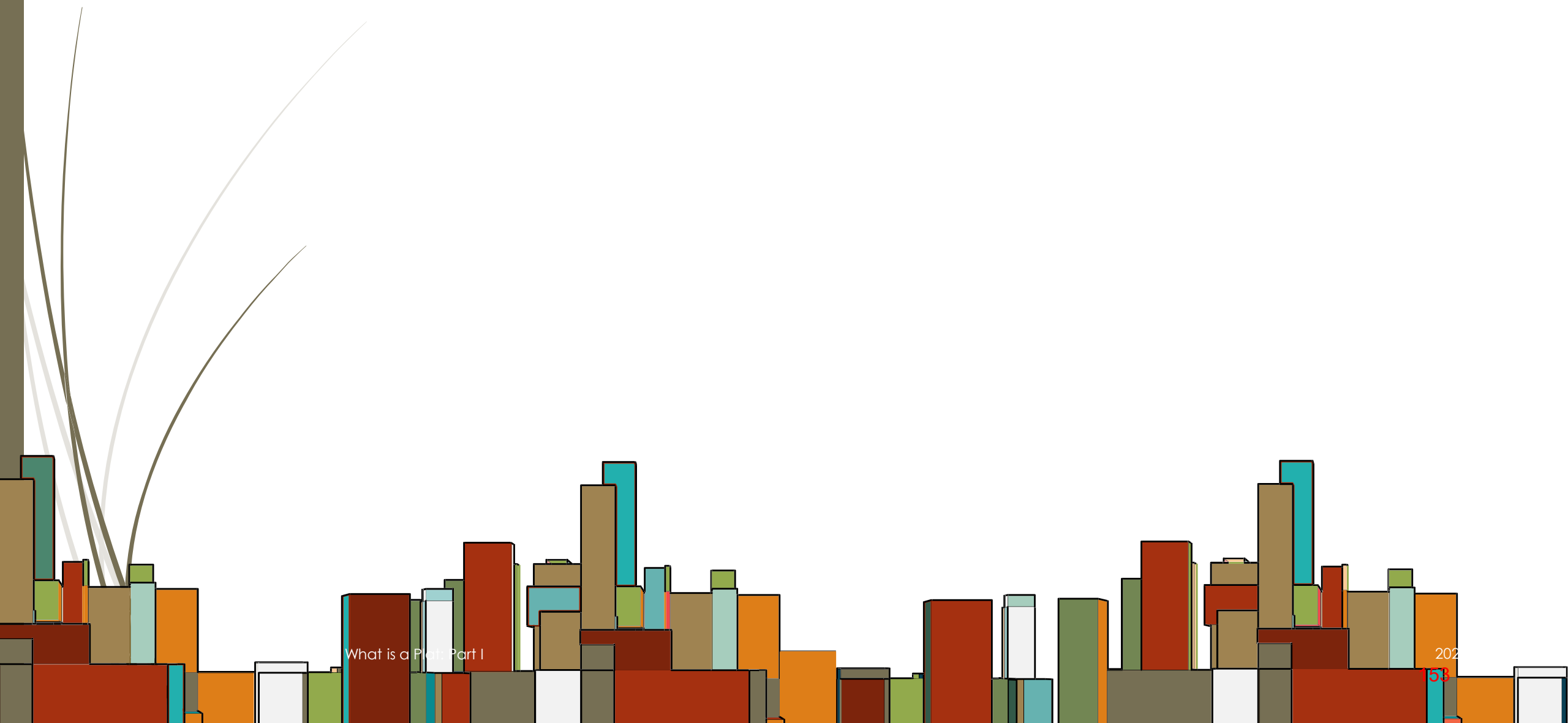
# Decision Making on Plats

**For Preliminary Short Plat Approval:**

**For Final Short Plat Approval:**



# Decision Making on Plats



What is a Plat: Part I

# City Council Approval of Final Plat



Staff report provided by City Planner/CED Department



Staff Report confirms conformity to preliminary plat & all requirements have been met. **New requirements are not permitted.**



Council approves as long as there is conformity to approved preliminary plat & requirements have been met.

# 10 Questions?

## Retreat Pre-Call Themes-

### Themes For City Council Goals

1. Priorities with key results (Objective and Key Results = how measure success)
  - a) Including committee
- 2) How Council Relates and Interacts with Each Other
- 3) More Transparency with Community on Priorities
- 4) Community Connection and Engagement
- 5) Becoming a Team
  - a) End Unhealthy/Negative Behavior
  - b) Back Each Other as Council
  - c) Servant Leadership

### Themes For City Manager Goals and Performance Evaluation

1. Fewer Goals 5 -10
  - a. Method to track top priority goals and other accomplishments.
2. Three - Five clear and specific measures of success under/key results
3. Behavioral & Leadership Goals Added to Priorities
  - a. Communication
  - b. Leadership
  - c. Reporting
  - d. Community and Council Relations
  - e. Financial Responsibility

### Themes For Top Priorities

1. Zoning - Downtown, ADU Program, Affordable Housing, Empty Lots, etc.  
Group by:
  - a. Downtown, ADU, Affordable Housing
  - b. Empty Lots
2. Economic Development: Sustainable Growth, Eco Tourism, Events
3. Public Safety: Sheriff/Policing
4. Community Partners (rebuild relationships)
  - a. What is needed to rebuild old relationships: Lee Arts Foundation, Farmers Market
  - b. What is needed to foster and grow new relationships: District 12, Department of Transportation, PSRC, Snoqualmie Tribe
  - c. City Infrastructure: Roundabout, Streets, Sidewalks, Safe Street Crossing
5. Rules & Procedures Equal for All Council: Rules of Engagement - Document Complete
6. Utilities: Fee Structure and updates
7. Design Standards: City aesthetics
8. Continuity (succession) Planning for City Manager and City staff
9. \*City Manager Specific: Behavioral & Leadership Goals
  - a. Communication
  - b. Leadership
  - c. Community and Council Relations
  - d. Financial Responsibility

Additional Mentions

City Hall Campus

(Citizen's Academy)

### How City Manager Participates In Retreat

Majority asked Ana to be present and provide insights when asked.

### **Additional Recommendations**

- Recommend: Rapport Building/Rules & Procedures review for City Council and City Manager
- Recommend: Mission Statement or Clear Principles that convey transparency and public access to the statement or principles
- Recommend: Utilizing Objectives and Key Results “OKRs” to measure success of priorities for City Council and City Manager
- Recommend: More frequent review of priorities and how tracking toward them
  - Track in an easy fashion
- Recommend: Coaching - Council, City Manager, and all staff

### **Pre-Read and Agenda**

**PRE READ:** Please take time to review the overall themes, goals, and agenda for the Council Retreat. **Please ensure you have reviewed the Council Procedures** Update and come ready to make final decisions.

Please be ready to actively participate. The expectation will be a respectful dialogue, without personal attacks or dismissive language that encourages a collaborative atmosphere where council members work together toward common goals, even if there are differing opinions.

**Purpose Of Retreat:** To identify and determine City Council goals for 2024/2025, Council committees, and the goals for the City Manager.

**Pre-Read Items:** Agenda, Council Procedures, Council and City Manager Goals 2023-2024, Accomplished Council and City Manager Goals 2023-2024, Themes for 2024-2025 priorities and goals.

### **2023-2024 City Council and City Manager Goals**

1. Finish Phase II SR 203 to the end of northern City limits
2. Groundbreaking of Emergency Operations Center
3. Implement Economic Development Strategy
4. Provide options for transporting Carnation residents to the Light Rail in Redmond
5. Comprehensive Plan Update
6. Negotiate Franchise Agreements
7. Master Plan for West Carnation
8. Asset Inventory and Maintenance
9. Establish Partnerships with selected Regional Organizations
10. Update Council Rules and Procedures
11. Update Personnel manual
12. Code Enforcement
13. Explore Youth Development Partnership
14. Tree Code

### **Goals Still Working On Council**

1. Citizens Academy
2. New Housing & Inclusionary Housing
3. Code Priorities & Planning Board
4. SR 203

**City Manager**

1. Tolt Activation
2. Design Standards

### City Council Retreat Agenda

Time	Topic	Goals
9:00AM -9:15AM	Welcome and Agenda Overview Mayor Welcome Facilitator Agenda Review Ground Rules Check-in	Understand goals for the day. Lay rules of engagement Mini-ice breaker pulse of group
9:15AM - 9:45AM	Council Intro/ Why Ran	Learn each other's why (5 min per person)
9:45AM - 11:00AM	Council Procedures Update	Review Council procedures and share updated rules. <ul style="list-style-type: none"> <li>● 15 MIN: Ana to go over edits to document.</li> <li>● 60 MIN: Council to ask questions and come to agreement on procedures</li> </ul>
11:00AM - 11:35AM	Identify 2023 Council priorities in progress that will carry into 2024 based on what's been funded. Validate top 2024/2025 goals, identify	Identify top 6 -10 Goals and OKRs <ul style="list-style-type: none"> <li>● 15 MIN: Goals accomplished what moves forward into 2024/2025</li> <li>● 20 MIN: Brainstorm Objectives for each</li> </ul>

	key objectives and results measure of success "OKRs"	goal
11:35AM - 11:45AM	BREAK	
11:45AM - 12:35PM	Cont. Validate top 2024/2025 goals, identify key objectives and results measure of success "OKRs"	<ul style="list-style-type: none"> <li>• 30 MIN: Brainstorm Key Results</li> <li>• 20 MIN: Aligning on OKRs for each goal</li> </ul>
12:35PM - 12:45PM	BREAK	
12:45PM - 1:00PM	Check-in Committee review and members	Identify who will be on each Committee. Committees - Do They Align with OKRs?
1:00PM - 2:15PM	Identify 2023 City Manager priorities that will carry into 2024. Validate top 2024 goals, identify key objectives and results measure of success "OKRs"	Identify top 6 -10 Goals and OKRs <ul style="list-style-type: none"> <li>• 5 MIN: Goals accomplished what moves forward into 2024/2025</li> <li>• 20 MIN: Brainstorm Objectives for each goal</li> <li>• 30 MIN: Brainstorm Key Results</li> <li>• 20 MIN: Aligning on OKRs for each goal</li> </ul>
2:15PM - 2:50PM	Goal Refinement Finalize Goals and Priorities	Finalize Goals and Priorities
2:50PM - 3:00PM	Wrap-up and Reflection Council Commitment Depart	Reflection time sharing next steps

**COUNCIL COMMITTEES IDENTIFIED**

COMMITTEE	FIRST	SECOND	ALTERNATE
Community Development Committee	Ryan Burrell	Jessica Merizan	Brodie Nelson
King County Sheriff's Office and Public Safety	Jim Ribail	Ryan Burrell	Brodie Nelson
Finance and Operations Committee	Jim Ribail	Brodie Nelson	Adair Hawkins
Housing and Land Use	Jessica Merizan	Adair Hawkins	Brodie Nelson

**CITY COUNCIL 2024/2025 PRIORITIES**

PRIORITY	COMMITTEE	DEPT	GOAL	KEY RESULT	TIMEFRAME
	Housing and Land	CMO	Review/Modify	Moratorium/Housing Plan	

	Use		Zoning	Create Design Standards to Reflect the Character of Carnation: Commercial and Residential <ul style="list-style-type: none"> <li>• Landscaping</li> <li>• Light Industrial</li> <li>• Streets</li> </ul>	
				Master Plan West Side	
2	King County Sheriff's Office and Public Safety	CMO	SR 203	Rollover from 2024	Continuation
3	King County Sheriff's Office and Public Safety	CMO	Public Safety: Seattle Community Responsibilities	Dam	
				Implement Code Enforcement	
4	Community Development Committee	CMO	Community Partners: Repair Relationships, Foster New Relationships (Lee Arts Foundation, Farmers Market, Dist. 12, Dept. of Transportation, PSRC, Snoqualmie Tribe)	Growth Mindset	
				Light Rail Options	
				Youth Development	
				Research Diversity Collaborations	
5	Finance and Operations Committee	CMO	Economic Dev/Fiscal Stability: Increase Revenue Streams	Identify and increase revenue streams	
6	Housing and Land Use	CMO	Economic Dev/Fiscal Stability: Tourism: Make Carnation a destination place.	Activate with Art	
7	Housing and Land Use	CMO	Economic Dev/Fiscal Stability: Green City	Community Friendly	
8	All Council		The Rules & Procedures	Yearly Review/Sign off	
				Continued Training and Growth Roberts Rules	
				Succession Planning for City Manger	
				Performance Management Plan	
9		CMO	EOC Groundbreaking		
10	King County Sheriff's	CMO	Policing	Reporting/Quarterly	



	Office and Public Safety			Research Relationship	
11		CMO	GIS Asset Inv.	Rollover from 2024	Continuation

**CITY MANAGER 2024/2025 PRIORITIES**

\*City Manager can complete with their other goals

PRIORITY	DEPT	WHO	GOAL	KEY RESULT	STATUS
	CMO	Ana Cortez	Leadership Development	Strength Finders	
				One-two Courses <ul style="list-style-type: none"> <li>• Servant Leadership</li> </ul>	
				Communication: Weekly check-ins with Council members	
				Sharing Information through enhanced weekly email distribution	
	CMO	Ana Cortez	Exhibits Leadership Behaviors	Team Building	
				Rhythm of Business	
	CMO	Ana Cortez	Succession Plan	Career development plans for team members	

**Recommend:** Council to meet for one hour before next Council meeting to review goals and provide one – two specific milestones for each goal. Once complete follow next steps:

- Hand off to City Manager to review goals and provide update on what she and staff can specifically accomplish.
- Adding the specific details with timelines to the Council goals and to the City Manager goals.
- Recommend using the format above to help track the specific goal and the timeline/ benchmarking.
  - Recommend measure success mapped out by quarters or key milestones.
- Recommend Council to review priorities on a regular basis to determine if priorities need to shift based on new or unforeseen priorities (i.e. Dam, or SR 203).

**Recommend:** The Council agreed that there should be Guiding Principles. Council to review and agree upon Guiding Principles that were developed during the retreat (see below).

- Post these principles on the main page of the City of Carnation official website.

**The Goal (Mission Statement): Enhance the Quality of Life for Carnation Residents.**

- Complex goals require inputs. Each input deserves a series of strategies
- Vision vs. Mission Statement

Logic Model

**Input #1: Create modify apply land use tools**

- a. Zoning Review and modification. Ensure consistency with mission.
- b. Moratorium: No new housing development over x number of units until milestones have been met (commercial and residential):
  - a. Design Standards – create to reflect character of Carnation
  - a. Green infrastructure – Design elements: green roofs, urban forests, and green spaces, sustainable and renewable energy sources for city infrastructure, mobility and transportation.
  - b. Landscaping Standards
  - c. Street Standards
  - d. Sewer Standards
  - e. Water Standards
  - f. Stormwater Standards
  - g. Utility Rate Study
  - h. Municipal Code Updates
    - i. Wildland Urban Interface (WUI)
  - i. Comprehensive Plan Consistencies
  - j. Integrate climate resiliency principles in City Operations and land uses
  - k. Parking
  - l. Annexation plan and UGA Expansion
  - m. Ancestral Land Movement checklist
- c. Master Plan Development
  - a. Westside Master Plan
    - i. Larson Avenue Road Extension
    - ii. Light Commercial/Industrial Uses
  - b. Harvold Master Plan
  - c. Urban Growth Area Expansion

**Input #2: Increase governing capacity of the City’s Legislative and administrative body**

- a. Increase capacity of Council (legislative)
  - a. Yearly review of relevant policies and protocols
  - b. Yearly Roberts Rules Training
- b. Increase capacity City Manager (executive)
  - a. Develop Leadership of City Manager
  - b. Demonstrate proof of leadership
  - c. Effective succession planning
- c. Increase Capacity of Infrastructure

- a. Emergency, Operation Campus (EOC)
- b. Geographic Information System (GIS)

**Input #3: Ensure positive public safety outcomes**

- b. Green City – A healthy community is a safe City.
  - a. Renewable Energy – Increase use of solar energy for municipal activities
  - b. Green infrastructure - Design elements: green roofs, urban forests, and green spaces, sustainable and renewable energy sources for city infrastructure, mobility and transportation.
  - c. Establish baselines
    - i. Canopy health
    - ii. Recycling Use
    - iii. Energy Audits
  - d. Integrate climate resiliency principles in City Operations and land uses
  - e. Develop Performance Indicators in the sustainability element of the Comprehensive Plan to measure financial impact on City operations
  - f. Attracting Green Businesses
    - i. Promote issues of global warming (think tank)
- c. Regional Safety
  - a. SR 203 Roundabout
  - b. City of Seattle: Community Responsibilities Agreement
  - c. City of Seattle: Dam Safety Operations
- d. City of Carnation
  - a. Effective police reporting
  - b. Real Code Enforcement (NOT public relations)
  - c. Implementation of Wildland Urban Interface (WUI) best practices

**Input #4: Build Community**

- a. Revisit past relationships
  - a. Farmer’s Market
  - b. LAF
- b. Foster New relationships
  - a. Growth Mindset -
    - i. Light Rail-Transit Collaboratives- participation
    - ii. Youth Development

**Input #5 Embrace fiscal responsibility in City operations and tourism to promote financial sustainability**

- a. Increase revenues
  - a. Increase Grants
  - b. Increase taxes, rates and fees
  - c. Become King County’s Nashville (Carnationville)
    - i. Connecting independent activities into one arts and entertainment sector

**Input #1: Create modify apply land use tools**

Strategy	Deliverable	Timeline
Zoning Review and Modification: Ensure consistency with mission	New Zoning Map	2024, 2025
Residential Moratorium: No new housing development over x number of units until milestones have been met (Commercial and residential)	New Code and Standards	2024, 2025
Master Plan Development	Three Master Plans: <ul style="list-style-type: none"> <li>• Westside</li> <li>• Harvold</li> <li>• Urban Growth Area Expansion</li> </ul>	Dates: <ul style="list-style-type: none"> <li>• 2024</li> <li>• 2025</li> <li>• 2025</li> </ul>

**Input #2: Increase governing capacity of the City’s Legislative and administrative body**

Strategy	Deliverable	Timeline
Increase capacity of Council (legislative)	<ul style="list-style-type: none"> <li>• Yearly review of relevant policies AND Roberts Rules of Order</li> <li>• Strength Finder Test</li> </ul>	2024, 2025
Increase capacity City Manager (executive)	<ul style="list-style-type: none"> <li>• Strength Finder Test</li> <li>• 2 Courses of Servant leadership</li> <li>• Weekly Check-ins</li> <li>• Weekly Email Distribution</li> <li>• Succession Plan</li> </ul>	2024 and 2025 On-going On-going On-going 2025
Increase Capacity of Infrastructure	<ul style="list-style-type: none"> <li>• Operational EOC</li> <li>• Utility Mapping</li> </ul>	2026 2024

**Input #3: Ensure positive public safety outcomes**

Strategy	Deliverable	Timeline
Green City – A healthy community is a safe community	<ul style="list-style-type: none"> <li>• Feasibility of new Renewable Energy Infrastructure</li> <li>• Present New Code: Green and Resilient</li> </ul>	2024, 2025 2024 + 2025 + 2026
Regional Safety	<ul style="list-style-type: none"> <li>• SR 203 Roundabout Advocacy</li> </ul>	2024 + 2025

	<ul style="list-style-type: none"> <li>Seattle Community Responsibilities Agreement</li> </ul>	2025
City of Carnation Safety	<ul style="list-style-type: none"> <li>New WUI Code</li> <li>Quarterly Code Enforcement Reports</li> </ul>	<b>2026</b> <b>2024, 2025</b>

**Input #4: Build Community**

Strategy	Deliverable	Timeline
Revisit Past Relationships AND Foster new relationships	<b>Council</b>	<b>Council</b>

**Input #5 Embrace fiscal responsibility in City operations and tourism to promote financial sustainability**

Strategy	Deliverable	Timeline
Increase revenues	Increase revenue by \$1,000,000.00	2025
Creation of Microbusiness Incubator	Feasibility Study	<b>2025</b>

- Refer to Guiding Principles regularly as a Council when determining if Council and City Manager priorities are in alignment.

### **Guiding Principles: For Council to Review and Agree Upon**

- **Enhance the Quality of Life for Carnation Residents:** Through infrastructure improvements, a community-led comprehensive plan, accessible mobility options, sustainable growth strategies, transparent fiscal decisions, zoning, and code revisions/enforcements that hold developers and the City more accountable.
- **Demonstrate Greater Assistance Toward Community & Economic Development Efforts:** Through monetary and in-kind services that strengthens, rebuilds, and/or establishes partnerships with key organizations, entities, and influential groups.
- **Establish Carnation as a “Green City”:** Through City provided services, residential support, and ecotourism programs.
- **Build Trust with Residents and Enact Servant Leadership Policies:** That foster a production and positive culture, to which all elected officials, appointees, and City staff will adhere.

### **Suggested Revision:**

**Enhance the quality of life in Carnation** by delivering a community-led Comprehensive Plan as well as taking on strategic initiatives with clear accountabilities, which ensures the city is safe and fiscally responsible while maintaining its small-town charm.

- 1–Zoning
- 2–203
- 3–Dam
- 10–Policing
- 11- GIS Asset Inv.

**Activate a more vibrant city** by prioritizing people and key partnerships to develop community and economic opportunities, which establishes Carnation as an inclusive place to live and ecologically friendly destination to visit.

- 4–Community Partnerships
- 5–Diversify Revenue Sources
- 6–Tourism
- 7–Green City

**Build trust with the community** by adopting servant leadership policies that foster a productive and positive culture in the city, which elevates the standard that all elected officials, appointees, and city staff must adhere to

- 4–Community Listening
- 8–Rules & Procedure
- ++City Manager Goals

### **Recommendations For Next Year:**

**Recommend:** Extend the day to allow for more breaks which will benefit the Council as they move through the agenda.

**Additional Recommendations**

- Recommend: Team and Rapport Building for City Council and City Manager
- Coaching - Council, City Manager, and all staff
- Recommend: More frequent review of priorities and how tracking toward them
  - Track in an easy fashion.

LOGIC MODEL- CITY OF CARNATION 2024-2026

INPUT	STRATEGIES	COMMITTEE	INDICATORS OF SUCCESS 2024	INDICATORS OF SUCCESS 2025	INDICATORS OF SUCCESS 2026	DESIRABLE CONDITION
CREATE, MODIFY, APPLY LAND USE TOOLS Budget: 500K	1. Zoning Review and modifications	HLU	New Zoning Map			ENHANCE THE QUALITY OF LIFE FOR CARNATION RESIDENTS BY PROTECTING CHARACTER, EMBRACING PROFESSIONALISM, BUILDING COMMUNITY, ENSURING SAFETY AND FISCAL RESPONSIBILITY
	2. Moratorium	HLU/CD	Six month changes	12 months changes		
	3. Master Plans	HLU/CD	Westside	UGA + Harvold		
INCREASE CAPACITY OF THE CITY'S LEGISLATIVE AND ADMINISTRATIVE BODIES Budget: 500K	1. Increase Council capacity	FO	Review policies + Roberts' rules Strength Finder Test	Review policies		
	2. Increase CM Capacity	FO	Strength Finder Test Weekly check ins and email Leadership Training/Coaching	Strength Finder Test Weekly check ins and email Succession Plan		
	3. Improve infrastructure	FO	Utility Mapping Personnel Manual CIP Implementation: Mck, Entwistle sidewalk, East Bird, Overlays, CrackSeal, Brum Utility Workplans Preliminary Sewer Rate Analysis  Establish financial systems	Utility Master Plans  CIP Implementation, Meter  Final Sewer Analysis Updated Water and Wastewater rate Master plan: stormwater Master Plan: Sewer Master Plan: Water	Operational EOC  CIP Implementation  Master plan: stormwater Master Plan: Sewer Master Plan: Water	
ENSURE POSITIVE PUBLIC SAFETY OUTCOMES Budget: 700K	1. Green City Standard	PS/CD	Solar feasibility Tree City Designation	Solar investment	New renewable Energy Infrastructure New Green Code	
	2. Regional Safety	PS		SPU CBA	203 Roundabout	
	3. City of Carnation	PS	Quarterly police reports	Quarterly police reports	WUI Code	
	4. Alternative policing	PS				
BUILD COMMUNITY Budget: 400k	1. Revisit past relations- COUNCIL	CD	Meet with FM + LAF Begin implementation of 2023 Communication plan			
	2. Foster new relations- COUNCIL	CD		Continue		
	3. Implement communications strategy	CD				
	4. Activate public spaces	CD	Secure funding for Triangle Activate River's Edge: Green principles Summer Music Series/ Cultural Component Holiday Lights	Activate Triangle applying green principles and incorporating cultural elements Winter events/Cultural Components Fall Events/Cultural components	Activate CCC Plaza	
	5. Advocate for Regional Coordination approaches to Transit/KC and SNO. STAFF	CD	Advocate for Sno V presence as equal partner with Metro Develop coalition to form Transit District	KC Metro adopts new rural guidelines and goals in Metro Service Guide  KC Adopts rural transit baseline in Strategic Plan		
EMBRACE FISCAL RESPONSIBILITY IN CITY OPERATIONS AND TOURISM TO PROMOTE FINANCIAL SUSTAINABILITY Budget: 200k	1. Increase Revenues	FO	Increase Grant revenues by 250K	Increase revenues by 1M		
	2. Become a destination	CD	Ratify Carnation as destination Develop story line/logo/Motto for destination	Microbusiness incubator feasibility		
			Develop econ turism vision	Microbusiness incubator feasibility		

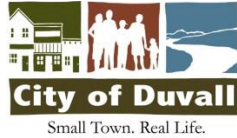


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## SNOQUALMIE VALLEY GOVERNMENTS ASSOCIATION



City of Carnation  
4621 Tolt Avenue  
PO Box 1238  
Carnation, WA 98014  
425.333.4192  
[www.carnationwa.gov](http://www.carnationwa.gov)



City of Duvall  
15535 Main Street NE  
PO Box 1300  
Duvall, WA 98019  
425.788.1185  
[www.duvallwa.gov](http://www.duvallwa.gov)



City of North Bend  
211 Main Avenue North  
PO Box 896  
North Bend, WA 98045  
425.888.1211  
[www.northbendwa.gov](http://www.northbendwa.gov)



City of Snoqualmie  
38624 SE River Street  
PO Box 987  
Snoqualmie, WA 98065  
425.888.1555  
[www.ci.snoqualmie.wa.us](http://www.ci.snoqualmie.wa.us)



Snoqualmie Tribe  
9571 SE Ethan Wade Way  
PO Box 969  
Snoqualmie, WA 98065  
425.888.6551  
[www.snoqualmietribe.us](http://www.snoqualmietribe.us)

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March 2, 2021

Mr. Terry White  
Ms. Christina O'Claire  
King County Metro Transit  
201 S. Jackson St.  
Seattle, WA 98104

Dear Mr. White and Ms. O'Claire,

For the past year, staff and elected representatives from our respective Snoqualmie Valley communities have been meeting formally as the Snoqualmie Valley Mobility Coalition. Our goal has been to devise ways to more effectively provide mobility for residents located in the rural areas east of the contiguous Urban Growth Area. It has been Metro's goal to assure that the rural areas are woven into the larger regional transit system. However, for this goal to be truly viable, we must strive to provide service that does not require a vehicle in order to connect to the larger regional system. With this in mind, we, the members of the Snoqualmie Valley Governments Association, put the following proposal forward to King County Metro Transit to accommodate our resident's transportation needs.

Our research shows the development of a baseline service level for rural transportation services is imperative to close the existing equity gap for the for rural residents in these areas. Our transit system is not working for our residents, which has been conveyed to us, King County Metro, and PSRC.

- Based on a valley-wide survey in 2017, 82% of valley residents were extremely dissatisfied with the level of service they had. Since that time, service provided by King County Metro has been cut in half.
- A community Needs assessment performed in 2019 showed transportation was one of the top four issues.
- The same assessment showed that residents living on low incomes in the valley are spending more than 25% of their income on transportation.

March 2, 2021

Letter to:  
Mr. Terry White  
Ms. Christina O'Claire  
King County Metro Transit  
201 S. Jackson St.  
Seattle, WA 98104

Transportation in a rural area is of the utmost importance and must be considered a basic need for our residents to live their best lives.

The measurement for efficacy in a rural area cannot be compared to urban areas as this measurement system has caused our largely rural area us to lose connections for our residents and businesses. This is especially so anytime we experience an economic downturn. Service in the rural area is always the first to be cut.

We would like to propose a baseline that reflects the way our residents get to food, services, medical care providers and jobs and local businesses seven days a week.

We request a five-year trial (minimum) in order to develop our own standards for efficacy for our area. We feel a five-year timeframe is necessary because from our experience with rural transit it takes a minimum of three (3) years to establish a new route/route schedule and an additional two (2) years to adequately monitor and determine trends. At that point we can determine whether it meets the needs of our residents. If, prior to five years, the routes have proven to be popular we may request to increase the frequency.

This proposal meets the priority projects as outlined in the Snoqualmie Valley Mobility Coalition five-year transportation plan list of priority projects as is as follows:

***Service from residents' homes*** (within a proscribed area to be defined later) to the closest rural city/towns for services

Type: Demand response/reservation-type

Days of service, frequency and hours of operation: M-F from 6 AM until 8 PM, and Sat/Sun from 7 AM until 8 PM

***Service to neighboring cities***

Type: Fixed route or circulators

Days of service, frequency and hours of operation: M-F from 5 AM until 9 PM, and Sat/Sun from 7 AM until 8 PM

Frequency: 60 minutes or less

Letter to:  
Mr. Terry White  
Ms. Christina O'Claire  
King County Metro Transit  
201 S. Jackson St.  
Seattle, WA 98104

***Service from rural city centers to nearest urban hub/employment centers***

Type: fixed route

Days of service, frequency and hours of operation: M-F from 5 AM until 9 PM, and  
Sat/Sun from 7 AM until 8PM

Frequency: 60 minutes or less

Thank you for your time and consideration.

Sincerely,

*Kim Lisk*

---

Mayor Kim Lisk  
City of Carnation

*Rob McFarland*

---

Mayor Rob McFarland  
City of North Bend

*Steve De Los Angeles*

---

Steve De Los Angeles, Vice Chairman  
Snoqualmie Tribe

*Amy Ockerlander*

---

Mayor Amy Ockerlander  
City of Duvall

*Matthew Larson*

---

Mayor Matthew R. Larson  
City of Snoqualmie

An aerial photograph of a suburban neighborhood during sunset. The sun is low on the horizon, casting a warm orange glow over the scene. The sky is filled with wispy, white clouds. The houses are mostly two-story structures with dark roofs, surrounded by trees with vibrant autumn foliage in shades of yellow, orange, and red. A semi-transparent white text box is overlaid on the left side of the image, containing the title and the name of the Administrative Services Manager. The text box has a yellow vertical bar on its left edge.

# East Bird Construction Project

Lora Wilmes, Administrative Services Manager

# Project Timeline



## Contracting

February



## Community Night

March



## Breaking Gound

Spring - 40 working days



## Ribbon Cutting

June

An aerial photograph of a park area. In the foreground, there is a paved path and a grassy field. To the left, a pond is surrounded by trees. In the background, a road runs through a green landscape with rolling hills and a small town in the distance. A semi-transparent white box is centered over the image, containing the text 'Bid Results' in a large, bold, black serif font.

# Bid Results



RIVER'S EDGE PARK



HD\_007\_24

Color Option : A

COLOR KEY	POST & COMPONENTS		ROTO		SHEET PLASTIC			DECK
	BROWN	SAND	BROWN	FOREST GREEN	DARK BROWN	FOREST GREEN	FOREST GREEN-SAND	GRAY



RIVER'S EDGE PARK











Northwest Playground  
EQUIPMENT INC.



HD\_007\_24

Color Option : A

COLOR KEY	POST & COMPONENTS		ROTO		SHEET PLASTIC			DECK
								
	BROWN	SAND	BROWN	FOREST GREEN	DARK BROWN	FOREST GREEN	FOREST GREEN-SAND	GRAY





RIVER'S EDGE PARK



HD\_007\_24

Color Option : A

COLOR KEY

POST & COMPONENTS



BROWN SAND

ROTO



BROWN FOREST GREEN

SHEET PLASTIC



DARK BROWN FOREST GREEN FOREST GREEN-SAND

DECK



GRAY



RIVER'S EDGE PARK



HD 007 24

Color Option : A

COLOR KEY

POST & COMPONENTS



BROWN SAND

ROTO



BROWN FOREST GREEN

SHEET PLASTIC

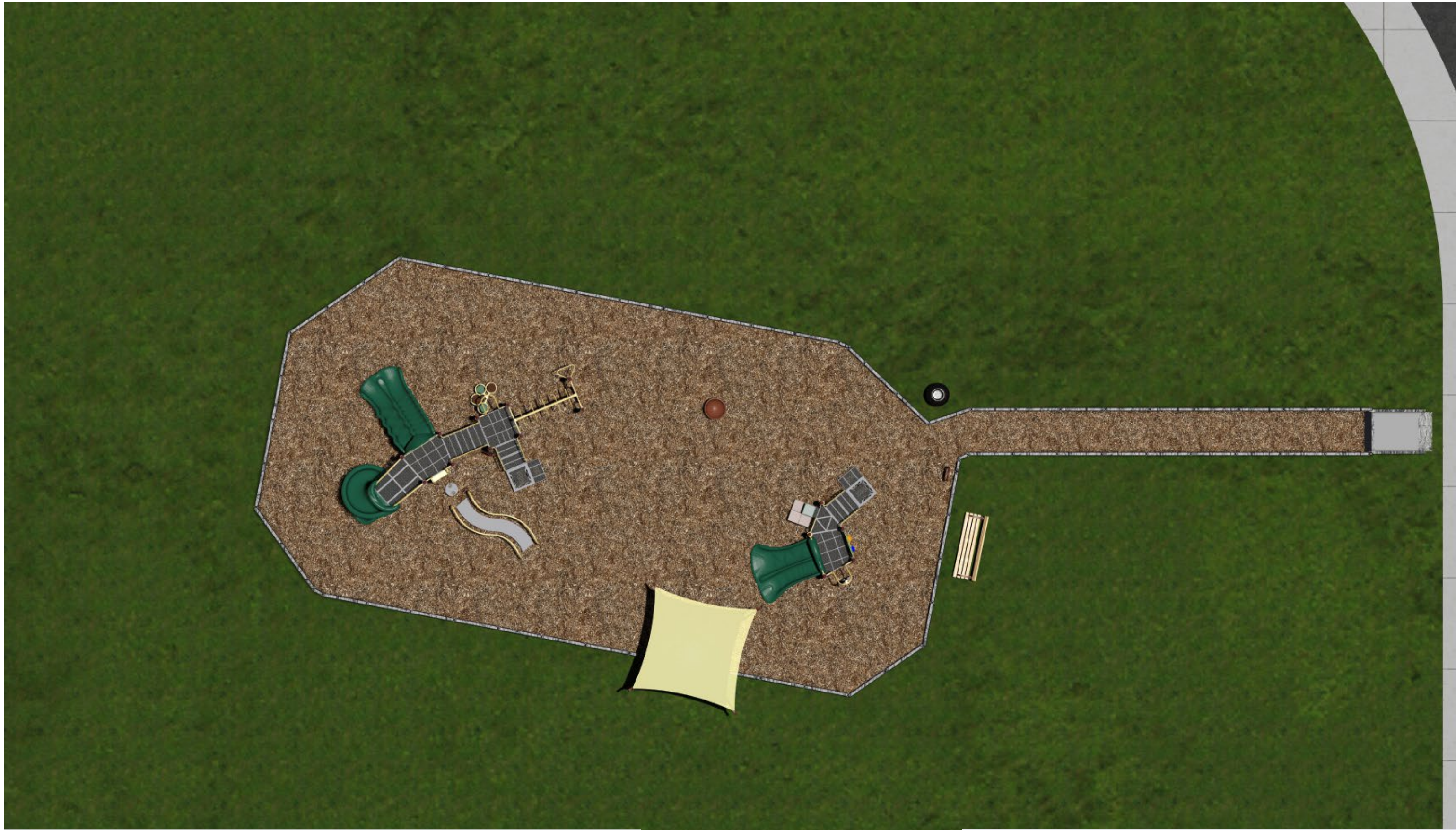


DARK BROWN FOREST GREEN FOREST GREEN-SAND

DECK



GRAY










RIVER'S EDGE PARK



HD 007 24

Color Option : A

COLOR KEY	POST & COMPONENTS		ROTO		SHEET PLASTIC			DECK
								
	BROWN	SAND	BROWN	FOREST GREEN	DARK BROWN	FOREST GREEN	FOREST GREEN-SAND	GRAY



**Northwest Playground  
Equipment, Inc.**

BUILDING COMMUNITY THROUGH PLAY

P.O. Box 2410 Issaquah, WA 98027  
Toll Free: 1.800.726.0031  
www.nwplayground.com  
sales@nwplayground.com

EQUIPMENT SIZE:

USE ZONE:

AREA: PERIMETER:  
**SEE PLAN**

FALL HEIGHT:  
**8 Ft.**

USER CAPACITY: AGE GROUP:  
**46**



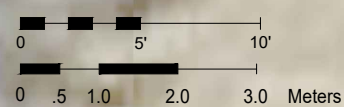
**RIVER'S EDGE PARK**

ADA SCHEDULE	Total Elevated Play Activities: 10		
	Total Ground-Level Play Activities: 5		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	5	3	3
Provided	10	5	4

- ASTM F1487-21
- CPSC #325



PROJECT NO: <b>IHD_007_24</b>	SCALE: <b>1/8" = 1'-0"</b>
DRAWN BY: <b>ZTM</b>	Paper Size <b>B</b>
DATE: <b>3-Jan-24</b>	



\*PLAYGROUND SUPERVISION REQUIRED



CITY OF CARNATION  
4621 Tolt Avenue/PO BOX 1238, Carnation, WA 98014  
TEL:(425) 333-4192 / FAX: (425) 333-4336

**REQUEST FOR ACCESS TO PUBLIC RECORDS**

The following form is to be filled out at time of request by the person requesting the public records:

Name of Requestor: Venkat Addanki Phone: 4252832607

Address: 16040 NE Woodinville Duvall RD, Woodinville Date of Request: 12/22/2023

Request Made: In person:  By Mail/Fax:  By Email:

Description of Public Record(s) Requested:

Requesting approved civil plans for the existing properties at the three addresses listed below, 4220 McKinley Ave, 4230 McKinley Ave, and 4240 McKinley Ave, Carnation, WA, 98014

Public Record Reference Date (if known): None

**FOR OFFICE USE ONLY**

**ACTION ON REQUESTS FOR PUBLIC RECORDS MUST BE TAKEN WITHIN FIVE BUSINESS DAYS (SEE RCW 42.56.520)**

1. Action Taken:  
 Request Granted       Acknowledgement; Estimated Response Date Provided (See No. 4)       Record Denied (See Nos. 5 and 6)       Record Withheld in Part (See Nos. 5 and 6)

2. Request forwarded to attorney for review: Yes:  Date Forwarded: \_\_\_\_\_ No:

3. Notification of Action Taken to Requestor: Date of Notification: \_\_\_\_\_

- a) Request granted
- b) Need for additional time  How long: \_\_\_\_\_
- c) Request denied
- d) Record withheld in part

4. If additional time needed, explain why: \_\_\_\_\_

5. If request denied or record withheld in part, name the exemption contained in Chapter 42.56 RCW which authorizes withholding or denial: \_\_\_\_\_

6. If request denied or record withheld in part, explain how the exemption applies to this record:

\_\_\_\_\_

7. Request received by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

CARNATION PUBLIC RECORDS ACCESS

DECLARATION TO  
RELEASE PUBLIC RECORDS

(\*\*TO BE COMPLETED AND SIGNED WHENEVER THE REQUESTED RECORDS  
CONTAIN A LIST OF INDIVIDUALS PURSUANT TO RCW 42.56.070(8)\*\*)

Venkat Addanki

\_\_\_\_\_  
(Please Print Name)

swear, affirm and declare as follows:

1. I have requested copies of the public records listed on page A-1, which records include one or more lists of individuals:
2. I understand that Washington state law, RCW 42.56.070(8), prohibits the use of lists of individuals for commercial purposes.
3. I understand that "commercial purposes" includes a business activity by any form of business enterprise intended to generate revenue, profit and/or financial benefit.
4. Therefore, I hereby, swear, warrant, represent and affirm that I will not use said records for commercial purposes, and that further acknowledge that it is my affirmative duty to prevent others within my control and/or influence from using said records for commercial purposes.
5. I further swear, warrant, represent and affirm that my purpose in requesting the above-referenced records is exclusively limited to the following [describe]:

Exploring the possibility of constructing additional units as per the allowed zoning.

I swear under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.



\_\_\_\_\_  
Signature

12/22/2023, Woodinville WA

\_\_\_\_\_  
Date and Place of Signing

CITY COUNCIL	<b>FEBRUARY 20, 2024</b> <b>6:00 PM</b> (Post Agenda: February 16)	<b>MARCH 5, 2024</b> <b>6:00 PM</b> (Post Agenda: February 23)	<b>MARCH 19, 2024</b> <b>6:00 PM</b> (Post Agenda: March 15th)	<b>IN THE FUTURE</b>
<b>5 – Public Comment (at 6:10 P.M.)</b>	Public Comment	Public Comment	Public Comment	
<b>6 - Consent</b> <i>6a – Minutes</i>	Approval of Minutes <ul style="list-style-type: none"> <li>• Council Retreat: January 20, 2024</li> <li>• Regular Session: February 6, 2024</li> <li>• Study Session: February 6, 2024</li> </ul>	Approval of Minutes <ul style="list-style-type: none"> <li>• Regular Session: February 6, 2024</li> </ul>	Approval of Minutes <ul style="list-style-type: none"> <li>• Regular Session: March 4th, 2024</li> </ul>	
<i>6b – Claims</i>	Approval of Claims by Check <ul style="list-style-type: none"> <li>•</li> </ul>	Approval of Claims by Check <ul style="list-style-type: none"> <li>•</li> </ul>	Approval of Claims by Check	
<i>6c – Payroll</i>	Approval of Payroll: <ul style="list-style-type: none"> <li>• January 1 – January 31, 2024</li> </ul>	Approval of Payroll: NONE	Approval of Payroll: <ul style="list-style-type: none"> <li>• Feb 1st – Feb 29<sup>th</sup>, 2024</li> </ul>	March Payroll
<b>7 -Time-Set Agenda</b> (Proclamations)	Twin Peaks Day Pride Anni?	Snoqualmie Valley Resilience Month RE+ Pledge	NONE	
<b>8 -Time-Set Agenda</b> (PH Date Setting)	NONE	NONE	NONE	
<b>9 -Time-Set Agenda</b> (Public Hearings)	Comcast Moratorium	NONE	NONE	
<b>10 – Council Reports</b>	Council	Council	Council	
<b>11 – Staff Reports</b>	City Manager’s Office	City Manager’s office	City Manager’s Office	
<b>12 – Executive Session</b>	Labor and Arbitration			

<b>13 – Presentations Ref Goals??</b>	<ul style="list-style-type: none"> <li>• Fee Philosophy</li> <li>• What is Platt part 2</li> <li>• Lords House</li> <li>• Management Leadership</li> <li>• STIP</li> <li>• Communication Plan</li> </ul>	Introduction STIP Presentation Schaffer Code Enforcement Jenn Hargrove-Emergency Management	Introduction CIP Micro Bis and Incubator Non Profit Creation	
<b>14 – Agenda Bills</b>	<ul style="list-style-type: none"> <li>• Awarding E. Bird Bid</li> </ul>	<ul style="list-style-type: none"> <li>• AB24- XX – Comcast Franchise</li> <li>• AB24-XX Budget Amend.</li> </ul>	<ul style="list-style-type: none"> <li>• AB24-XX Employee Manual</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>
<b>15 – Discussion Items</b>	Docket Request Part Two			
<b>16 – Capital Purchases</b>	NONE	NONE	NONE	
<b>17 – Information / Clarification / General Direction Items</b>				
<b>18 – Public Records Requests</b>	Harris Seven McKinley Man	Mckinley Man		
<b>19 – Planning and Parks Board Minutes – First Tuesday</b>	Jan 2 <sup>nd</sup> Minutes	N/A	February 6 <sup>th</sup> Minutes	
<b>20 - Future Committee Meetings</b>	TBD	TBD	TBD	
<b>21 – Future Council Meetings</b>	<ul style="list-style-type: none"> <li>• March 5, 2024 - Regular Meeting 6:00 PM – 9:30 PM</li> </ul>	March 20 <sup>th</sup> , 2024 - Regular Meeting <ul style="list-style-type: none"> <li>• 6:00 PM – 9:30 PM</li> </ul>	April 2 <sup>nd</sup> 2024	
a				
b	March 17 <sup>th</sup> 2024 - Regular Meeting <ul style="list-style-type: none"> <li>• 6:00 PM – 9:30 PM</li> </ul>	April 2 <sup>nd</sup> , 2024 – Regular Meeting <ul style="list-style-type: none"> <li>• 6:00 PM – 9:30 PM</li> </ul>		
c	<ul style="list-style-type: none"> <li>• February 9<sup>th</sup>, 2024 Asset tour</li> </ul>			