



CARNATION CITY COUNCIL AGENDA Regular Meeting

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

DATE: January 16th, 2024

TIME: 6:00 P.M.

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

Meeting ID: 976 1525 3648

Passcode: 894903

Dial by Location: (253) 215 - 8782

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

- 1) **CALL TO ORDER:** Mayor Jim Ribail
- 2) **PLEDGE OF ALLEGIANCE:** Deputy Mayor Adair Hawkins
- 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, or made in person, or by telephone or computer connection at the time of the meeting. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes.*
- 6) **CONSENT AGENDA:**
 - a) Approval of Minutes
 - i) Regular Session: January 2, 2024 **p.4**
 - b) Approval of Claims **p.8**
 - i) December 19, 2023 – January 2, 2024
(1) \$33,985.23
 - c) Approval of Payroll **p.9**
 - 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 p.16
- ii) AB24-05: A motion authorizing City Manager to enter into a contract with Tim Woolett for planning services p.34
- iii) AB24-06: A motion authorizing City Manager to enter into a contract with Jennifer Hargrove for emergency preparedness planning services p.52
- iv) AB24-07: A motion authorizing City Manager to enter into a contract with Bookkeeping Services p.69
- v) AB23-08: A motion authorizing City Manager to enter into a contract with Lane Powell PC for employment and labor law advice p.84

7) PROCLAMATIONS:

- a) NONE

8) PUBLIC HEARING DATE SETTING:

- a) NONE

9) PUBLIC HEARINGS:

- a) NONE

10) COUNCIL REPORTS AND REQUESTS:

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;

13) PRESENTATIONS:

- a) Fees – City Staff p.98
- b) Docket Requests – City Staff p.102

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 [p.113](#)

15) DISCUSSION ITEMS:

- a) NONE

16) CAPITAL PURCHASES:

- a) NONE

17) INFORMATION, CLARIFICATION, GENERAL DIRECTION ITEMS:

18) PUBLIC RECORDS REQUESTS:

*Open requests as of 1/3/2023

- a) Kristel Harris 1 - Councilmembers [p.133](#)
- b) Kristel Harris 3 - Harvold
- c) Kristel Harris 7 - Councilmember 1
Communications
- d) Steven Bayne - Mobile Home Park [p.135](#)
- e) Paul Williams - Permitting [p.137](#)

19) PLANNING AND PARKS BOARD

- a) Joint Meeting Notes [p.139](#)

20) FUTURE COMMITTEE MEETINGS:

- a) To be determined

21) FUTURE COUNCIL MEETINGS: [p.141](#)

- 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

CARNATION CITY COUNCIL Regular Meeting Minutes: 01.02.2024

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

1) CALL TO ORDER: Mayor Jim Ribail
At: 6:01 PM

2) OATH OF OFFICE:

City Clerk Lora Wilmes swears in the following Councilmembers:

- a) Swearing in Council Position 1 – Adair Hawkins
- b) Swearing in Council Position 3 – Brodie Nelson
- c) Swearing in Council Position 5 – Jessica Merizan

3) PLEDGE OF ALLEGIANCE: Mayor Jim Ribail

4) ROLL CALL: City Clerk Lora Wilmes

Present: Mayor Ribail, Councilmember Merizan, Councilmember Burrell,
Councilmember Hawkins, and Councilmember Nelson

5) ORGANIZATIONAL MEETING:

- a) AB24-01: A motion electing a Council Vice-Chairperson who shall have the title of Deputy Mayor for 2024, per the Carnation City Council Rules of Procedure Rule 4(b) and RCW 35A.13.035

MOTION BY COUNCILMEMBER NELSON TO NOMINATE COUNCILMEMBER HAWKINS TO SERVE AS DEPUTY MAYOR IN 2024. MOTION PASSED (5-0).

6) APPROVAL OF AGENDA: Council of the Whole

MOTION BY DEPUTY MAYOR HAWKINS SECOND BY COUNCILMEMBER BURRELL TO APPROVE THE AGENDA. MOTION PASSED (5-0)

7) 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, 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.*

- Jim Berger provided comment.
- Jules Hughes provided comment.

- Steven Bayne provided comment.

8) CONSENT AGENDA:

- a) Approval of Minutes
 - i) Regular Session: December 5, 2023
- b) Approval of Claims
 - i) November 18 – December 18, 2023
(1) \$508,263.57
- c) Approval of Payroll
 - i) November 1 - November 31, 2023
(1) \$72,571.97
- d) Agenda Bills
 - i) NONE

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

9) PROCLAMATIONS:

- a) National Mentoring Month

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

10) PUBLIC HEARING DATE SETTING:

- a) NONE

11) PUBLIC HEARINGS:

- a) NONE

12) COUNCIL REPORTS AND REQUESTS:

- Councilmember Merizan reported out.
- Councilmember Nelson reported out.
- Councilmember Burrell reported out.
- Deputy Mayor Hawkins reported out.
- Mayor Ribail reported out.

13) 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

14) EXECUTIVE SESSION

- a) NONE

15) PRESENTATIONS:

- a) NONE

16) AGENDA BILLS:

- a) AB24-02: A resolution authorizing the memorandum of understanding for the creation of the Snoqualmie Valley Economic Alliance.

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

17) DISCUSSION ITEMS:

- a) Council Rules and Procedures
 - i) Study Session to take place on January 9, 2024, at 4:30 PM at City Hall
- b) Tribal Endorsements

18) CAPITAL PURCHASES:

- a) NONE

19) INFORMATION, CLARIFICATION, GENERAL DIRECTION ITEMS:

20) PUBLIC RECORDS REQUESTS:

*Open requests as of 12/18/23

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

21) PLANNING AND PARKS BOARD MINUTES (1st TUESDAY MEETING):

- a) November 14th, 2023 – Regular Meeting

22) FUTURE COMMITTEE MEETINGS:

- a) To be determined

23) FUTURE COUNCIL MEETINGS:

- a) January 9 – City Council and Planning & Parks Board Joint Meeting
 - i) 6:00 PM – 8:00 PM
- b) January 16, 2024 – Regular Meeting
 - i) 6:00 PM – 9:30 PM
- c) January 20, 2024 – Council Retreat
 - i) 9:00 AM - 3:00 PM
- d) February 6, 2024 – Regular Meeting
 - i) 6:00 PM – 9:30 PM

24) ADJOURNMENT: Mayor Jim Ribail

Approved at the regular meeting of the Carnation City Council on January 16th, 2024.

MAYOR JIM RIBAIL

CITY CLERK LORA WILMES

CHECK REGISTER

City of Carnation

Time: 12:54:32 Date: 01/02/2024

12/19/2023 To: 12/31/2023

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3233	12/21/2023	Claims	1	38533	AHBL, INC	5,200.00	Land Use Planning Services: COST RECOVERY AND NON-COST RECOVERY; Bridge Vertical CUP and SEPA Review COST RECOVERY; Boyd Unit Lot Subdivision COST RECOVERY
3234	12/21/2023	Claims	1	38534	DAVIDSON-MACRI SWEEPING, INC	598.94	Vacuum Sweeping Route 3 - Tolt Hwy & Entwistle; Vacuum Sweepin - Route 1
3235	12/21/2023	Claims	1	38535	PUGET SOUND ENERGY	3,178.49	Electric - 2400 344th Ave NE (Water Source); Electric - Tolt-River Rd & 331 Ave NE (Public Works Yard); Electric - 33100 NE 45th ST #PUMP; Electric - 4621 Tolt Ave; Electric - 32401 E Entwistle St (We
3236	12/21/2023	Claims	1	38536	TOLT RIVER HIGHLANDS HOA	700.00	2024 Annual HOA Dues
3237	12/21/2023	Claims	1	38537	AIRVAC INC.	5,720.00	2 day on-site service trip fee COST RECOVERY
3238	12/21/2023	Claims	1	38538	KING COUNTY FINANCE	3,657.00	RALS Finance - Regional Animal Serices Contract (RASKC ILA)
3239	12/21/2023	Claims	1	38539	KING COUNTY SHERIFF'S OFFICE - 2023	823.00	2023 MGT Study
3240	12/21/2023	Claims	1	38540	SIDD RAO	2,411.75	IT Services 11/20 - 12/09
3241	12/21/2023	Claims	1	38541	EASTSIDE EXTERMINATORS	195.66	Bi-Monthly Service - Pest & Rodent
3324	12/28/2023	Claims	1	38542	WASHINGTON TEAMSTERS WELFARE TRUST	10,353.60	November 2023 Health Insurance AND the Shortage Amount for Scott Brittain
3325	12/28/2023	Claims	1	38543	WALLNER PLUMBING COMPANY, INC	1,146.79	CCC Plumbing Services
						21,476.51	001 General Fund
						1,910.81	101 Street Fund- OPS
						1,583.01	302 Capital Facilities CIP
						4,663.29	401 Water Fund OPS
						25.73	406 Landfill Financial Assurance- OPS
						668.88	411 Sewer Fund OPS
						3,657.00	633 KING COUNTY PASS THROUGH - Restricted
						33,985.23	Claims: 33,985.23

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: _____

(Jim Ribail) City Mayor _____ Date: _____



PERIOD: DECEMBER 1 – DECEMBER 31, 2023

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

Total Amount: \$64,551.32

Adjustments: NONE

Ashlyn Farnworth
Assistant to the City Manager

Ana Cortez
City Manager

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
001 - General Fund										
BRITTAIN, SCOTT Code: A00Y Tax Profile: 1 - WA/WA/WA	Regular	34.69	152.00	5,272.88	Medicare	95.04	DRS EE Plan 2	380.58	Direct Deposit Net Check	4,951.38
	Overtime	52.04	3.00	156.11	Social Security	406.37	Union Amount	78.00	NET PAY	4,951.38
	Floating	34.69	8.00	277.52	Washington EE	11.34	DRS ER Plan 2 - Match	570.28		
	Holiday	34.69	8.00	277.52	Medical Leave		ER Dental	120.50		
	GROSS			5,984.03	Washington EE Family Leave	23.31	ER Medical	1,609.60		
					Washington State Cares	38.01	ER Vision	17.10		
							ER Dental DP	2.20		
						ER Medical DP	18.00			
						ER Vision DP	0.20			
BURRELL, RYAN Code: A002 Tax Profile: 2 - WA/WA/WA	Regular	3.46	173.33	600.00	Federal W/H (M)	170.00			Direct Deposit Net Check	325.59
	GROSS			600.00	Medicare	8.70			NET PAY	325.59
					Social Security	37.20				
					WA EE 0803-00Cities & Towns All Operations	51.86				
					Washington EE Medical Leave	1.04				
					Washington EE Family Leave	2.13				
					Washington State Cares	3.48				
CORTEZ, ANA Code: A003 Tax Profile: 2 - WA/WA/WA	Regular	75.77	136.00	10,304.20	Federal W/H (M)	1,740.49	EE Deferred	980.00	Direct Deposit Net Check	7,490.35
	Floating	75.77	8.00	606.13	Medicare	204.89	Compensation \$		Direct Dep. Distribution 1	800.00
	Holiday	75.77	8.00	606.13	Social Security	876.09	DRS EE Plan 3	2,206.31	Direct Dep. Distribution 2	200.00
	Management Leave	75.77	8.00	606.13	WA EE 0803-00Cities & Towns All Operations	43.08	DRS ER Plan 3 - Match	1,401.74	NET PAY	8,490.35
	Vacation	75.77	8.00	606.13	Washington EE Medical Leave	26.14	ER Dental	109.28		
	1099 Pay			1,000.00	Washington EE Family Leave	53.73	ER Life	18.75		
	Extra Pay			980.00	Washington State Cares	87.64	ER Medical	1,751.40		
	GROSS			14,708.72			ER Vision	19.06		
ENDER, RHONDA Code: A00J Tax Profile: 2 - WA/WA/WA	Regular	52.88	136.00	7,192.31	Federal W/H (H)	990.07	DRS EE Plan 2	565.06	Direct Deposit Net Check	6,395.93
	Floating	52.88	8.00	423.08	Medicare	139.83	EE Deferred	87.97	NET PAY	6,395.93
	Holiday	52.88	8.00	423.08	Social Security	597.89	Compensation %			
	Management Leave	52.88	16.00	846.15	Washington EE Medical Leave	16.83	DRS ER Plan 2 - Match	846.70		
	GROSS			8,884.62	Washington EE Family Leave	34.60	ER Dental	109.28		
					Washington State Cares	56.44	ER Life	18.75		
							ER Medical	1,305.22		
						ER Vision	19.06			

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
FARNWORTH, ASHLYN Code: A004 Tax Profile: 1 - WA/WA/WA	Regular	35.58	152.00	5,407.70	Federal W/H (H)	792.68	DRS EE Plan 3	298.85	Direct Deposit Net Check	4,266.55
	Floating	35.58	8.00	284.62	Medicare	94.92	DRS ER Plan 3 -	569.60	NET PAY	4,266.55
	Holiday	35.58	8.00	284.62	Social Security	405.89	Match			
	GROSS			5,976.94	WA EE 0803-00Cities	45.48	ER Dental	57.78		
					& Towns All		ER Life	18.75		
					Operations		ER Medical	872.06		
					Washington EE	11.32	ER Vision	9.54		
				Medical Leave						
				Washington EE Family	23.28					
				Leave						
				Washington State	37.97					
				Cares						
FLUHRER, RACHAEL Code: A00Z Tax Profile: 1 - WA/WA/WA	Regular	43.27	104.00	4,500.00	Federal W/H (M)	326.17	DRS EE Plan 3	304.41	Direct Deposit Net Check	4,873.60
	Holiday	43.27	5.20	225.00	Medicare	96.69	DRS ER Plan 3 -	580.21	NET PAY	4,873.60
	Management	43.27	8.00	346.15	Social Security	413.44	Match			
	Leave				Washington EE	11.54				
	Extra Pay			1,017.09	Medical Leave					
	GROSS			6,088.24	Washington EE Family	23.71				
					Leave					
				Washington State	38.68					
				Cares						
FULTON, KATI Code: A00V Tax Profile: 1 - WA/WA/WA	Regular	30.00	22.68	680.40	Medicare	9.87			Direct Deposit Net Check	620.80
	GROSS			680.40	Social Security	42.18			NET PAY	620.80
					Washington EE	1.18				
					Medical Leave					
					Washington EE Family	2.42				
					Leave					
				Washington State	3.95					
				Cares						
GARCIA JIMENEZ, BIBI Code: A00K Tax Profile: 2 - WA/WA/WA	Regular	27.11	48.91	1,325.95	Medicare	27.93	DRS EE Plan 2	111.85	Direct Deposit Net Check	1,463.44
	75% FTE	27.11	15.96	432.68	Social Security	119.43	DRS ER Plan 2 -	167.60	NET PAY	1,463.44
	Vacation				WA EE 0803-00Cities	14.63	Match			
	GROSS			1,758.63	& Towns All		ER Dental	120.50		
					Operations		ER Life	18.75		
					Washington EE	3.33	ER Medical	1,609.60		
					Medical Leave		ER Vision	17.10		
					Washington EE Family	6.85	ER Dental DP	2.20		
				Leave		ER Medical DP	18.00			
				Washington State	11.17	ER Vision DP	0.20			
				Cares						
GARCIA, GUSTAVO Code: A00U Tax Profile: 1 - WA/WA/WA	Regular	34.69	148.00	5,134.12	Federal W/H (M)	455.52	DRS EE Plan 2	416.68	Direct Deposit Net Check	4,972.81
	Floating	34.69	8.00	277.52	Medicare	104.05	Union Amount	78.05	NET PAY	4,972.81
	Holiday	34.69	8.00	277.52	Social Security	444.91	DRS ER Plan 2 -	624.36		
	On Call	2.67	323.00	862.41	Washington EE	12.41	Match			
	GROSS			6,551.57	Medical Leave		ER Dental	120.50		

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>
					Washington EE Family Leave 25.52 Washington State Cares 41.62	ER Life 18.75 ER Medical 1,609.60 ER Vision 17.10 ER Dental DP 2.20 ER Medical DP 18.00 ER Vision DP 0.20		
GREEN, DUSTIN Code: A005 Tax Profile: 2 - WA/WA/WA	Regular GROSS	3.46	173.33	600.00 600.00	Medicare 8.70 Social Security 37.20 WA EE 0803-00Cities & Towns All Operations 51.86 Washington EE Medical Leave 1.04 Washington EE Family Leave 2.13 Washington State Cares 3.48		Direct Deposit Net Check 495.59 NET PAY 495.59	
HARRIS, TIM Code: A006 Tax Profile: 2 - WA/WA/WA	Regular GROSS	4.04	173.33	700.00 700.00	Federal W/H (M) 586.83 Medicare 10.15 Social Security 43.40 WA EE 0803-00Cities & Towns All Operations 51.86 Washington EE Medical Leave 1.21 Washington EE Family Leave 2.49 Washington State Cares 4.06		Direct Deposit Net Check 0.00 NET PAY Zero Net	
HAWKINS, ADAIR Code: A007 Tax Profile: 2 - WA/WA/WA	Regular GROSS	3.46	173.33	600.00 600.00	Medicare 8.70 Social Security 37.20 WA EE 0803-00Cities & Towns All Operations 51.86 Washington EE Medical Leave 1.04 Washington EE Family Leave 2.13 Washington State Cares 3.48		Direct Deposit Net Check 495.59 NET PAY 495.59	
MCCAUGHAN, BILLIE Code: A012 Tax Profile: 1 - WA/WA/WA	Regular Holiday GROSS	34.52 34.52	34.00 8.00	1,173.68 276.16 1,449.84	Federal W/H (M) 75.00 Medicare 20.28 Social Security 86.73 Washington EE Medical Leave 2.75	DRS EE Plan 3 217.48 EE Deferred 189.11 Compensation % DRS ER Plan 3 - Match 138.17	Direct Deposit Net Check 643.63 Direct Dep. Distribution 1 200.00 NET PAY 843.63	

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>
					Washington EE Family Leave 5.65 Washington State Cares 9.21	ER Dental 120.50 ER Medical 1,609.60 ER Vision 17.10 ER Dental DP 2.20 ER Medical DP 18.00 ER Vision DP 0.20		
PARADIS, LARRY Code: A00S Tax Profile: 1 - WA/WA/WA	Regular GROSS	32.00	104.50	3,344.00 3,344.00	Federal W/H (M) 91.07 Medicare 48.49 Social Security 207.33 Washington EE Medical Leave 5.78 Washington EE Family Leave 11.89 Washington State Cares 19.40		Direct Deposit Net Check 2,960.04 NET PAY 2,960.04	
PERRY, JOHN Code: A011 1099 Employee	Regular GROSS	8.08	173.33	1,400.00 1,400.00			Direct Deposit Net Check 1,400.00 NET PAY 1,400.00	
RIBAIL, JIM Code: A00B Tax Profile: 2 - WA/WA/WA	Regular GROSS	4.62	173.33	800.00 800.00	Federal W/H (M) 200.00 Medicare 11.60 Social Security 49.60 WA EE 0803-00Cities & Towns All Operations 51.86 Washington EE Medical Leave 1.38 Washington EE Family Leave 2.84 Washington State Cares 4.64		Direct Deposit Net Check 478.08 NET PAY 478.08	
SCHELL, BRANDON Code: A00H Tax Profile: 2 - TX/WA/WA	Regular Holiday Sick GROSS	55.29 55.29 55.29	157.00 8.00 3.00	8,680.29 442.31 165.87 9,288.47	Federal W/H (M) 682.62 Medicare 135.27 Social Security 578.41 WA EE 0803-00Cities & Towns All Operations 46.97 Washington EE Medical Leave 17.60 Washington EE Family Leave 36.18 Washington State Cares 59.01	DRS EE Plan 2 590.75 EE Deferred Compensation % 844.41 DRS ER Plan 2 - Match 885.19 ER Dental 109.28 ER Life 18.75 ER Medical 1,751.40 ER Vision 19.06	Direct Deposit Net Check 6,297.25 NET PAY 6,297.25	
SEOANES-PERLA, RUBEN Code: A010	Regular GROSS	40.00	160.00	6,400.00 6,400.00			Direct Deposit Net Check 6,400.00 NET PAY 6,400.00	

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
1099 Employee										
TIPTON, MIKE Code: A00F Tax Profile: 2 - WA/WA/WA	Regular	44.47	77.50	3,446.42	Federal W/H (M)	840.85	DRS EE Plan 2	475.15	Direct Deposit Net Check	5,462.52
	Floating	44.47	8.00	355.76	Medicare	118.65	DRS ER Plan 2 -	711.98	NET PAY	5,462.52
	Holiday	44.47	8.00	355.76	Social Security	507.34	Match			
	Sick	44.47	64.00	2,846.08	WA EE 0803-00Cities	23.19	ER Dental	109.28		
	Vacation	44.47	10.50	466.93	& Towns All		ER Life	18.75		
	GROSS			7,470.95	Operations		ER Medical	1,751.40		
					Washington EE	14.15	ER Vision	19.06		
					Medical Leave					
					Washington EE Family	29.10				
					Leave					
WILMES, LORA Code: A00D Tax Profile: 2 - WA/WA/WA	Regular	48.08	66.00	3,173.08	Federal W/H (M)	317.57	DRS EE Plan 3	216.35	Direct Deposit Net Check	3,358.17
	Floating	48.08	8.00	384.62	Medicare	68.72	DRS ER Plan 3 -	412.36	NET PAY	3,358.17
	Holiday	48.08	8.00	384.62	Social Security	293.84	Match			
	Sick	48.08	8.00	384.62	WA EE 0803-00Cities	19.75	ER Dental	171.06		
	GROSS			4,326.94	& Towns All		ER Life	18.75		
					Operations		ER Medical	2,184.58		
					Washington EE	8.20	ER Vision	28.58		
					Medical Leave					
					Washington EE Family	16.85				
					Leave					
					Washington State	27.49				
					Cares					
Subtotals for Dept: 001	Regular	2,538.57		70,735.03	Federal W/H	7,268.87	DRS EE Plan 2	2,540.07	20 DD Vouchers	63,351.32
	Overtime	3.00		156.11	Medicare	1,212.48	DRS EE Plan 3	3,243.40	3 DD Distributions	1,200.00
	Floating	56.00		2,609.25	Social Security	5,184.45	DRS ER Plan 2 -	3,806.11	NET PAY	64,551.32
	Holiday	77.20		3,552.72	WA EE 0803-00Cities	452.40	Match			
	Management	32.00		1,798.43	& Towns All		DRS ER Plan 3 -	3,102.08		
	Leave				Operations		Match			
	Sick	75.00		3,396.57	Washington EE	148.28	EE Deferred	980.00		
	Vacation	18.50		1,073.06	Medical Leave		Compensation \$			
	75% FTE Vacation	15.96		432.68	Washington EE Family	304.81	EE Deferred	1,121.49		
	1099 Pay			1,000.00	Leave		Compensation %			
	Extra Pay			1,997.09	Washington State	449.73	ER Dental	1,147.96		
	On Call	323.00		862.41	Cares		ER Dental DP	8.80		
	GROSS	3,139.23		87,613.35			ER Life	150.00		
							ER Medical	16,054.46		
							ER Medical DP	72.00		
							ER Vision	182.76		
							ER Vision DP	0.80		
							Union Amount	156.05		
Total Company										
Company Totals	Regular	2,538.57		70,735.03	Federal W/H	7,268.87	DRS EE Plan 2	2,540.07	20 DD Vouchers	63,351.32
	Overtime	3.00		156.11	Medicare	1,212.48	DRS EE Plan 3	3,243.40	3 DD Distributions	1,200.00

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
	Floating		56.00	2,609.25	Social Security	5,184.45	DRS ER Plan 2 -	3,806.11	NET PAY	64,551.32
	Holiday		77.20	3,552.72	WA EE 0803-00Cities	452.40	Match			
	Management		32.00	1,798.43	& Towns All		DRS ER Plan 3 -	3,102.08		
	Leave				Operations		Match			
	Sick		75.00	3,396.57	Washington EE	148.28	EE Deferred	980.00		
	Vacation		18.50	1,073.06	Medical Leave		Compensation \$			
	75% FTE Vacation		15.96	432.68	Washington EE Family	304.81	EE Deferred	1,121.49		
	1099 Pay			1,000.00	Leave		Compensation %			
	Extra Pay			1,997.09	Washington State	449.73	ER Dental	1,147.96		
	On Call		323.00	862.41	Cares		ER Dental DP	8.80		
	GROSS		3,139.23	87,613.35			ER Life	150.00		
							ER Medical	16,054.46		
							ER Medical DP	72.00		
							ER Vision	182.76		
							ER Vision DP	0.80		
							Union Amount	156.05		

Total Net Pay 64,551.32





CARNATION CITY COUNCIL

AGENDA BILL

TITLE: A MOTION authorizing City Manager to enter into a contract with AHBL for on-call planning services for the review of development projects	Agenda Bill No.:	AB24-04
	Type of Action:	MOTION
	Origin: (Council/Manager)	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS: <ul style="list-style-type: none"> • Contract 24-03 	Date Submitted:	01/16/23
	For Agenda of:	01/16/23
	Expenditure Required:	\$100,000
	Amount Budgeted:	\$100,000
	Appropriation Required:	

SUMMARY STATEMENT AND DISCUSSION:

The City Manager wishes to realign the organization and to rely on this contractor for specific, strategic duties as indicated in Exhibit A of the contract. The City Manager recognizes the difference between providing planning services in-house in comparison to those provided by contractors. For 2024 the City shall continue relying on contractors whose charges may be recoverable through the City’s claim process. The contractors will provide planning services: AHBL and Tim Woolett.

Josh Kubitz is our Planner/Project Manager with AHBL. Josh has 12 years of municipal planning experience and can also draw upon the wealth of knowledge at AHBL, which has 140 employees. Working with AHBL gives the City additional capacity for all facets of current and long-range planning. Josh will focus on larger land use projects.

Tim Woolett has historic knowledge of planning in the City of Carnation and a keen grasp of Carnation Municipal Code. Tim will focus on code updates, smaller projects and several projects in process where consistency of planning is essential.

RECOMMENDED ACTION:

I move to authorize City Manager to a contract with AHBL for on-call planning services for the review of development projects

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
Hawkin			Hawkin		

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

CONSULTANT AGREEMENT (V2.24)	
PROJECT TITLE AND IDENTIFICATION NUMBER Development Review Services 24-03	WORK DESCRIPTION On-call planning services for the review of development projects
CONSULTANT AHBL, Inc. 1200 6 th Avenue, Suite 1620 Seattle, WA 98101-3117	CONSULTANT CONTACT NAME, AND TELEPHONE NO. Wayne Carlson, FAICP, LEED AP Principal phone: (206) 658-2674 email: wecarlson@ahbl.com
FEDERAL I.D. NO. 91-0915991	BUDGET OR FUNDING SOURCE Cost recovery through development fees
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. Rhonda Ender Community Economic Development Principal 4261 Tolt Avenue PO Box 1238 Carnation, WA 98014-1238 425-333-4192	MAXIMUM AMOUNT PAYABLE, IF ANY \$100,000.00
COMPLETION DATE December 31, 2026	<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 _____, 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.

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 immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

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

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

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

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

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

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

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

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

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

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

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

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

C. Other Insurance Provisions.

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

D. Cancellation.

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

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

E. Acceptability of Insurers.

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

F. No Limitation.

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

G. Failure to Maintain Insurance.

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

H. City Full Availability of Consultant Limits.

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

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

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

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

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

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

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

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

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

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

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

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 instrument properly signed by both parties hereto.

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

22. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's

own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

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

CONSULTANT:

CITY OF CARNATION:

By: Wayne E. Carlson

Ana Cortez, City Manager

Title: Principal

ATTEST/AUTHENTICATED:

Lora Wilmes, City Clerk

EXHIBIT A

SCOPE OF WORK

This scope of work is to provide off-site development review and planning assistance (Planning Services) to the City of Carnation. Work will primarily include review of land use applications for consistency with Carnation Municipal Code, zoning review of construction permit applications (i.e., civil and building permits), review of land use and construction permit applications under deadlines established by law, and general customer assistance for planning and zoning issues. The following is AHBL's Inc. proposed scope of services:

- Attend pre-application meetings;
- Perform site visits for projects that require a public hearing;
- Review land use development and construction permit applications to ensure compliance with applicable zoning, subdivision, environmental review, conditions of approval, Design Standards and Guidelines, and any other applicable requirements;
- Review Shoreline Permits and request for Letters of Exemption;
- Track development and building permit applications to ensure that a final decision issues within the deadlines established by law;
- Review SEPA/NEPA documentation for purposes of recommending additional studies, SEPA determinations, and/or mitigation measures (this would not include review of technical studies outside our area of expertise);
- Manage the work of environmental and/or technical consultants;
- Communicate and coordinate with applicants, their consultants, other agencies, City staff and other development review staff;
- Provide GIS Support;
- Prepare staff reports and recommendations in consultation with and under supervision of City staff; and
- Present to the Hearing Examiner, Planning Board, and City Council as applicable.

This scope of work also includes limited long-range planning tasks as directed by the City of Carnation associated with requirements the City is obligated to meet under the Growth Management Act. When performing larger long-range planning tasks (such as processing amendments to the City's Comprehensive Plan, zoning code, or other state mandates), we will provide the City with a written scope of work and time estimate for completion as a task order prior to completing any work.

Wayne Carlson will serve as principal-in-charge for AHBL to provide day-to-day oversight of our planners and will coordinate with City staff to make sure that we are meeting the City's needs. As principal-in-charge, Wayne Carlson will be involved to ensure that AHBL, Inc. provides these services in an efficient and cost-effective manner, including bringing the appropriate additional resources to the projects as needed and/or desired by the City of Carnation. We will not split review tasks among multiple AHBL staff.

AHBL understands that the City has a cost-recovery system in its fee schedule for consultant review of development applications. We are accustomed to tracking our time by each project and will provide separate invoices for each task to facilitate reimbursement in a manner consistent with the City's cost-recovery system, specific to the City's permit tracking and Task Order process (Exhibit D). In order to

keep costs at a minimum, we will track our time by each project and invoice the City separately for each application on a monthly basis. Other time that is not directly related to a specific project will be invoiced to a general project number.

Josh Kubitza would be assigned as our project manager to perform this work within the Community Economic Development Principal or her designee. All planning services, including SEPA review, contract management, quality control, and review by senior staff, and any related assistance or other planning services will be based on the attached billing rate schedule (Exhibit C). We will seek your authorization for the use of any staff member not included within this scope of work.

EXHIBIT B

COMPLETION SCHEDULE

The agreement will terminate on December 31, 2026 or once the maximum amount payable is reached, whichever is sooner.

EXHIBIT C

FEE SCHEDULE

Principal.....	240.00/Hour
Associate Principal.....	210.00/Hour
Senior Project Manager	195.00/Hour
Project Manager.....	180.00/Hour
Senior Planning Project Manager	170.00/Hour
Planning Project Manager.....	160.00/Hour
Survey Project Manager.....	170.00/Hour
Assistant Project Manager	130.00/Hour
Senior Engineer.....	165.00/Hour
Project Engineer 4.....	145.00/Hour
Project Engineer 3.....	130.00/Hour
Project Engineer 2.....	120.00/Hour
Project Engineer 1.....	110.00/Hour
Senior Engineer Technician.....	130.00/Hour
Engineer Technician 3	120.00/Hour
Engineer Technician 2	105.00/Hour
Engineer Technician 1	90.00/Hour
Project Administrator.....	100.00/Hour
Project Expeditor.....	80.00/Hour
Senior Urban Designer.....	145.00/Hour
Urban Designer	130.00/Hour
Planner 5	145.00/Hour
Planner 4	130.00/Hour
Planner 3	120.00/Hour
Planner 2	105.00/Hour
Planner 1	75.00/Hour
Planning Technician.....	50.00/Hour
Director of Landscape Architecture.....	175.00/Hour
Senior Landscape Architect.....	150.00/Hour
Landscape Architect 2.....	135.00/Hour
Landscape Architect 1.....	125.00/Hour
Senior Landscape Designer.....	125.00/Hour
Landscape Designer 3	115.00/Hour
Landscape Designer 2	105.00/Hour
Landscape Designer 1	95.00/Hour
Senior Landscape Technician.....	130.00/Hour
Landscape Technician 3	105.00/Hour
Landscape Technician 2	90.00/Hour
Landscape Technician 1	80.00/Hour
Senior Survey Technician	130.00/Hour
Survey Technician 3.....	120.00/Hour
Survey Technician 2.....	105.00/Hour

Survey Technician 1.....	90.00/Hour
Chief of Parties.....	165.00/Hour
Survey Crew.....	200.00/Hour
1-Person Survey Crew.....	130.00/Hour
Graphic Designer	110.00/Hour
Technical Editor.....	110.00/Hour
Word Processor/Sr. Administrative Asst.....	90.00/Hour
Administrative Assistant.....	80.00/Hour
Outside Consultants	Separate Fee Proposal
Geotechnical Engineers	Separate Fee Proposal
Environmental Consultants.....	Separate Fee Proposal
Large Format Bond.....	0.50/sf
Large Format High Density Color Bond.....	2.00/sf
Large Format Mylar	2.00/sf
Small Format Color Bond 11 X 17.....	0.50/Sheet
Small Format Color Bond 8.5 X 11.....	0.40/Sheet

The Schedule of Charges and Compensation is subject to change.

Charges are made for technical typing, as in the preparation of reports, and for technical clerical services directly related to projects.

Direct charges are not made for general secretarial services, office management, accounting, or maintenance

EXHIBIT D
FORMAL TASK ASSIGNMENT DOCUMENT

AHBL No. 2230751.30

Task Number _____

The general provisions and clauses of the Consultant On-Call Services Contract dated _____ shall be in full force and effect for this Task Assignment.

Location of Project: _____

Project Title: _____

Approximate Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:

(Note attachments and give brief description)

EXHIBIT E

INVOICING

Consultant shall submit all invoices to rhonda.ender@carnationwa.gov. Invoices will be submitted monthly, no later than 10th of each month.



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A MOTION authorizing City Manager to enter into a Contract with Tim Woolett for planning services.	Agenda Bill No.:	AB24-05
	Type of Action:	MOTION
	Origin: (Council/Manager)	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS: <ul style="list-style-type: none"> • Contract 24-01 	Date Submitted:	01/16/23
	For Agenda of:	01/16/23
	Expenditure Required:	\$35,000
	Amount Budgeted:	\$35,000
	Appropriation Required:	0

SUMMARY STATEMENT AND DISCUSSION:

The City Manager wishes to realign the organization and to rely on this contractor for specific, strategic duties as indicated in Exhibit A of the contract. The City Manager recognizes the difference between providing planning services in-house in comparison to those provided by contractors. For 2024 the City shall continue relying on contractors whose charges may be recoverable through the City’s claim process. The contractors will provide planning services: AHBL and Tim Woolett.

Josh Kubitz is our Planner/Project Manager with AHBL. Josh has 12 years of municipal planning experience and can also draw upon the wealth of knowledge at AHBL, which has 140 employees. Working with AHBL gives the City additional capacity for all facets of current and long-range planning. Josh will focus on larger land use projects.

RECOMMENDED ACTION:

I move to authorize City manager to enter into a contract with Tim Woolett for planning services

LEGISLATIVE HISTORY:

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

CONSULTANT AGREEMENT (V1.24)	
PROJECT TITLE AND IDENTIFICATION NUMBER City Planning Contract No. 24-01	WORK DESCRIPTION All Inclusive City Planning Tasks
CONSULTANT CONTACT INFO Name: Tim Woolett Phone Number: (360) 775-5380 Email: tswoolett@outlook.com Address: P.O. Box 201 Port Angeles, WA 98362	PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. Name: Rhonda Ender, CED Principal Phone Number: (425) 786-4435 Email: Rhonda.ender@carnationwa.gov Address: 4621 Tolt Avenue Carnation, WA 98014
BUDGET OR FUNDING SOURCE General Fund- Development	MAXIMUM AMOUNT PAYABLE, IF ANY ⁸ \$35,000
COMPLETION DATE 12/31/2026	¹⁰ <input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input type="checkbox"/> Schedule Rate/Time and Materials <input checked="" type="checkbox"/> Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on _____ 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

EXHIBIT A

SCOPE OF WORK

Consultant shall provide all-inclusive planning services to the City of Carnation. These services will include, but are not limited to:

- Plan reviews
- Meetings
- Report preparation
- Code Amendments
- Planning activities
- SEPA
- Permit Reviews

Tim Woolett has historic knowledge of planning in the City of Carnation and a keen grasp of Carnation Municipal Code. Tim will focus on code updates, smaller projects and several projects in process where consistency of planning is essential.

EXHIBIT B

COMPLETION SCHEDULE

This contract expires December 31, 2026 or when maximum payable amount is reached, whichever is sooner.

EXHIBIT C

FEE SCHEDULE

Consultant will be paid \$72 an hour.

Cost recovery projects: The consultant shall receive \$108.00/hr.

EXHIBIT D

INSURANCE COVERAGE

The City recognizes that the work to be performed is exclusively administrative in nature. Now work performed by the consultant will require subject matter expertise, subconsultants, or employees.

The City waives its insurance requirement until December 31st, 2024. At this time, the City will revisit its insurance requirements.

The consultant must acquire a business license with a City of Carnation endorsement.

EXHIBIT E
QUALIFICATIONS

See attached Resume

EXHIBIT F

INVOICING

Consultant shall submit all invoices to Rhonda.ender@carnationwa.gov. Invoices will be submitted monthly, no later than the 10th of each month.

**RESUME OF
TIMOTHY S. WOOLETT
P.O. Box 201
PORT ANGELES, WA 98362
(360) 775-5380**

OBJECTIVE

To be selected as the Community Economic Development Principal for the City of Carnation.

EXPERIENCE

2019 to 2022: City of Sequim, Washington.

- Review and process the entire range of land use permits from administrative to quasi-judicial.
- Responsible for the environmental review of development proposals, document preparation, determining the scope of environmental impacts, and developing mitigation measures in coordination with agencies of jurisdiction.
- Routinely work with project proponents to aid them in bringing a proposal to a successful conclusion for both the public and the project proponent.
- Participate in the development of appropriate planning guidelines, policies, and amendments to the City's Municipal Code and Shoreline Master Program.

2015 to 2019: City of Carnation, Carnation, Washington.

- Served as the Planning Director and SEPA Responsible Official.
- Reviewed development plans to ensure compliance with design and development codes, environmental requirements, technical completeness of contract specifications; work to resolve problems, negotiate plan revisions, and develop alternatives that may better meet the City's needs while bringing a proposal to a successful conclusion for both the public and the project proponent.
- Worked with the City's Planning Board and City Council to process amendments to the City's Municipal Code, Comprehensive Plan, and Shoreline Master Program.

2004 to 2012: Green Crow Properties, Inc., Port Angeles, Washington.

Project Planning and Management Coordinator

- The planning and development of a residential development project from concept to completion.
- Worked with engineers to design and plan for construction, conducted public outreach, sought the required permit approvals, developed a project budget, arranged the acquisition of materials, worked through the process of contractor selection, and managed the project development to completion.
- Gained the ability to read and understand engineered plans, and an understanding of municipal utility installation and road construction.

1997 to 2004: Clallam County Department of Community Development, Port Angeles, Washington.

Senior Planner

- Managed planning staff and the daily permit administration and oversaw the interpretation of County ordinances, plans, and policies, and local, State and Federal laws.

- Responsible for the environmental review of development proposals, document preparation, determining the scope of environmental impacts, and developing mitigation measures in coordination with agencies of jurisdiction.
- Processed all permit types including, but not limited to, subdivisions, short subdivisions, binding site plans, boundary line adjustments, conditional use permit/site plan review, all permits and certifications subject to the State's Shoreline Management Act, critical areas review, and any other permit/proposal subject to land use review.
- Routinely worked with project proponents to aid them in bringing a proposal to a successful conclusion for both the public and the project proponent.
- Assisted in the development of appropriate planning guidelines, policies, and controls.
- Carried out the Department and County planning objectives, and participated in the development of policies, programs, and objectives for the Department.

1994 to 1997: Woolett & Associates Land Use Planning and Development Services, Sequim, Washington.

Planning Consultant

- Operated as a land use consultant for individuals with land use issues or project consulting needs.
- Functioned as an independent land use planner for various local jurisdictions including Jefferson County (as sub for Madrona Planning and Development Services), the City of Port Townsend, and the Island County Department of Community Development.

1989 to 1994: Island County Department of Planning and Community Development, Coupeville, Washington.

Assistant Planner

- Investigated and processed the enforcement of zoning and land use violations.
- Reviewed and processed land use permits and proposals for the Planning Director.
- Carried out the preparation and public presentation of staff reports to the Board of County Commissioners and the Island County Hearing Examiner.

EDUCATION

Western Washington University, Bellingham, Washington.

Bachelor of Arts (BA), September 1987 to June 1989.

Major: Geography.

Peninsula College, Port Angeles, Washington.

Associate of Arts (AA), September 1986 to June 1987.

General Undergraduate Requirements.

Peninsula College, Port Angeles, Washington.

Associate of Applied Science (AAS), September 1984 to June 1986.

Major: Mid-Management.



CARNATION CITY COUNCIL

AGENDA BILL

<p>TITLE: A MOTION authorizing City Manager to enter into a Contract with Jennifer Hargrove for emergency preparedness planning services.</p>	<p>Agenda Bill No.: AB24- 06</p>	<p>Type of Action: MOTION</p>			
<p>EXHIBITS:</p> <ul style="list-style-type: none"> • Contract 24-02 	<p>Origin: (Council/Manager) City Manager</p>	<p>Agenda Bill Author: City Manager</p>			
	<p>Date Submitted: 01/16/23</p>	<p>For Agenda of: 01/16/23</p>			
	<p>Expenditure Required: \$30,000</p>	<p>Amount Budgeted: \$30,000</p>			
	<p>Appropriation Required: 0</p>				
	<p>SUMMARY STATEMENT AND DISCUSSION:</p> <p>The City Manager wishes to realign the organization and to rely on this contractor for specific, strategic duties as indicated in Exhibit A of the contract.</p>				
	<p>RECOMMENDED ACTION:</p> <p>I move to authorize City Manager to a contract with Jennifer Hargrove for emergency preparedness planning services</p>				
<p>LEGISLATIVE HISTORY:</p>					
<p>ACTION TAKEN</p>					
<p>MOTION AS PROPOSED</p>		<p>MOTION AS AMENDED</p>			
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 (V1.24)	
PROJECT TITLE AND IDENTIFICATION NUMBER Emergency Preparedness Services 24-02	WORK DESCRIPTION Emergency Preparedness Services – Preparation of documents
CONSULTANT CONTACT INFO Name: Jennifer Hargrove Phone Number: 425-780-1950 Email: jenniferdhargrove@gmail.com Address: P.O. Box 605 Carnation, WA 98014	PROJECT ADMINISTRATOR NAME, 7 ADDRESS AND TELEPHONE NO. Name: Rachael Fluhrer Phone Number: (425) 786-4516 Email: Rachael.fluhrer@carnationwa.gov Address: 4621 Tolt Avenue Carnation, WA 98014
BUDGET OR FUNDING SOURCE 001 General Fund Public Safety	MAXIMUM AMOUNT PAYABLE, IF ANY ⁸ \$30,000
COMPLETION DATE 12/31/2026	¹⁰ <input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input type="checkbox"/> Schedule Rate/Time and Materials <input checked="" type="checkbox"/> Time and Materials/Not to Exceed

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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

EXHIBIT A
SCOPE OF WORK

The following Emergency Preparedness documents will be completed:

- 1) Comprehensive Emergency Management Plan (CEMP)
- 2) Hazard Mitigation Plan
- 3) Continuity of Operations Plan
- 4) Regional Coordination Agreement
- 5) Other Emergency Management plans, agreements, and documents as assigned.

EXHIBIT B

COMPLETION SCHEDULE

This contract expires December 31, 2026 or when maximum payable amount is reached, whichever is sooner.

EXHIBIT C
FEE SCHEDULE

Consultant will be paid \$40 an hour.

EXHIBIT D

INSURANCE COVERAGE

The City recognizes that the work to be performed is exclusively administrative in nature. Now work performed by the consultant will require subject matter expertise, subconsultants, or employees.

The City waives its insurance requirement until December 31st, 2024. At this time, the City will revisit its insurance requirements.

The consultant must acquire a business license with a City of Carnation endorsement.

EXHIBIT E
QUALIFICATIONS

See attached Resume

Jennifer Hargrove

(425) 780-1950

Carnation, WA 98014

JenniferDHargrove@gmail.com

<https://www.linkedin.com/in/JenniferDHargrove>

Expertise Summary

Applications and Programs

- Adobe (Photoshop, Illustrator, InDesign)/Creative Studio
- Basic Geographic Information System (GIS, ArcGIS)
- CodeRED
- Microsoft Office (Word, Excel, Powerpoint)

Data and Literature

- Boolean String Logic
- Content creation and proofing
- Entry, management, mining, auditing
- Inventory and reports
- SQL queries
- Technical documentation for training

Emergency Management

- Collaborate with first responders and county officials
- Completed over 15 FEMA Independent Study courses
- Emergency documentation creation
- Emergency Management certificate through Edmonds Community College
- Inventory and budgeting
- Planning and execution of training courses and drill

Leadership

- Carnation-Duvall Citizen Corps Council board member
- Training and guidance in various roles

Program/Project Management

- Conceptualization, implementation, and maintenance of various programs, roles, teams, and projects
- Opened and operated small business since 2020

Volunteer Experience

Carnation-Duvall Citizen Corps Council (CDCCC)

Vice President
2020-Current

CERT Coordinator
2019-2022

CERT Training Coordinator
2022-Current

General Volunteer
2015-Current

SnoVARC

Technician Class
KJ7GHZ
2019-Current

Seattle Humane Society

Dog Groomer
2013-2015

Career Panelist
2014-Current

Education

Edmonds Community College

Emergency Management Certificate
2020

Cascadia Community College

Associates of Integrated Studies
2009

Cedarcrest High School

Running Start Student
2004

Abridged Professional Experience

Carnation-Duvall Citizen Corps Council (CDCCC)

Community Emergency Response Team (CERT)

Vice President/CERT Coordinator/CERT Training Coordinator

August 13th, 2019 – Current (Volunteer)

- Plan, prepare, advertise for, and instruct CERT Basic Training course (24-hour total) twice a year
- Collaborate with board members to facilitate volunteer onboarding and credentialing through King County
- Plan, prepare, advertise for, and instruct, or assist in instructing various classes and presentations, both in person and virtual throughout the year (Example: Traffic and Crowd Management, Shelter Fundamentals, Firewise)
- Maintain resources, volunteer database and records, inventories, goals, and budget
- Collaborate with state, county, and city agencies, emergency services, stakeholders, residences, and neighboring CERT and Citizen Corps jurisdictions
- Attend reoccurring meetings (CDCCC board, CERT Eastside Leadership, and other regional partners)
- Maintain training standards by attending regular training (Example: G0428 CERT Train-the-Trainer Course twice (2019, 2023) and G0427 CERT Program Manager (2023), CPR/AED/First Aid (2023))
- Collaborate volunteer call-out coordination (Disseminating information, severe winter weather response)
- Collaborate on coordinating non-emergency events such as traffic management during parades, yearly drills and exercises, 5k/marathon races, and other city events

Contract for City of Carnation

Emergency Preparedness Services/Preparation of documents

February 17th, 2022 – Current (Contract)

- Gather and compile data, and previous progress
- Create emergency documents for the City of Carnation (Example: Comprehensive Emergency Management Plan (CEMP), Hazard Mitigation Plan (HMP), Continuity of Operations Plan (COOP))
- Compare plans to laws and regulations to ensure plan acceptance
- Create a presentation of data gathered of newly discovered hazards

Lake Washington School District

Instructional Assistant

September 5th, 2017 – February 28th, 2022

- Implementation and maintenance of various programs
- Crosswalk and recess supervision duties
- Record keeping and basic clerical tasks
- Assists students with assignments and projects
- Manage emergency supplies
- Procter exams
- Work one on one or as a group with students

ATGStores.com

Content Specialist

April 23rd, 2012 - December 18th, 2015

- Data entry and data discrepancy resolution
- Content editing, writing, and proofing
- Trained new hires
- Autodidactically learned SQL Queries

Positive Ally

Assistant Teacher

August 22nd, 2016 - June 23rd, 2017

- Assistant teacher to 12 kindergarten and 1st graders
- Assist and correct daily school homework
- Assign and instruct daily lesson plans for individuals
- Orchestrate lesson plans for various weekly programs
- Drive 13-passenger van to transport students

WDS Global

Technical Support/Trainer

Sept. 2008-April 2010/May 2011-April 2012

- Provide technical support to customers calling in
- Resolve and document customer issues and resolution
- Served as a trainer for 20 employees
- Create technical guides and walk-throughs

Additional employment history available at <https://www.linkedin.com/in/JenniferDHargrove>



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A MOTION authorizing City Manager to enter into a contract with Bookkeeping Services for bank reconciliation support.	Agenda Bill No.:	AB24-07
	Type of Action:	MOTION
	Origin: (Council/Manager)	City Manager
EXHIBITS: <ul style="list-style-type: none"> • Contract 24-05 	Agenda Bill Author:	City Manager
	Date Submitted:	01/16/23
	For Agenda of:	01/16/23
	Expenditure Required:	\$60,000
	Amount Budgeted:	\$60,000
	Appropriation Required:	0

SUMMARY STATEMENT AND DISCUSSION:
 The City Manager wishes to realign the organization and to rely on this contractor for specific, strategic duties as indicated in Exhibit A of the contract.

RECOMMENDED ACTION:
 I move to authorize City manager to enter into a contract with Bookkeeping Services for bank reconciliation support

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.:		

CONSULTANT AGREEMENT

(V1 . 24)

<p>PROJECT TITLE AND IDENTIFICATION NUMBER</p> <p>Reconciliation 24-05</p>	<p>WORK DESCRIPTION</p> <p>Reconciliation of banking and record keeping</p>
<p>CONSULTANT CONTACT INFO</p> <p>Name: Lea Ellis Phone Number: 425-829-8724 Email: lea@solutionsinbookkeeping.com</p>	<p>PROJECT ADMINISTRATOR NAME, 7 ADDRESS AND TELEPHONE NO.</p> <p>Name: Ana Cortez, City Manager Phone Number: (425) 419 - 3697 Email: ana.cortez@carnationwa.gov Address: 4621 Tolt Avenue Carnation, WA 98014</p>
<p>BUDGET OR FUNDING SOURCE</p> <p>General Fund + Water + Sewer+ Stormwater + CIP Impact Fees</p>	<p>MAXIMUM AMOUNT PAYABLE, IF ANY ⁸</p> <p>\$60,000</p>
<p>COMPLETION DATE</p> <p>12/31/2026</p>	<p align="right">¹⁰</p> <p><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</p>

THIS AGREEMENT is entered into on _____ 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.

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5. Extra Work.

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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

EXHIBIT A

SCOPE OF WORK

- Assist with reconciliation of banking and record keeping
- Develop protocols for improved processes
- Make daily deposits
- Create accounts payable accounting systems
- Create a City of Carnation bank reconciliation protocol
- Create daily procedures for accounts receivable

EXHIBIT B

COMPLETION SCHEDULE

This contract expires December 31, 2026 or when maximum payable amount is reached, whichever is sooner. Consultant will give approximately 150 to 20 hours a week, reviewed quarterly.

EXHIBIT C

FEE SCHEDULE

Consultant will be paid an hourly rate of \$60.00 per hour.

EXHIBIT D

INSURANCE COVERAGE

The City recognizes that the work to be performed is exclusively administrative in nature. Now work performed by the consultant will require subject matter expertise, subconsultants, or employees.

The City waives its insurance requirement until December 31st, 2024. At this time, the City will revisit its insurance requirements.

The consultant must acquire a business license with a City of Carnation endorsement.

EXHIBIT E

INVOICING

Consultant shall submit all invoices to bills@carnationwa.gov. Invoices will be submitted monthly, no later than the 10th of each month.



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A MOTION authorizing City Manager to enter into a contract with Lane Powell PC for employment and labor law advice.	Agenda Bill No.:	AB24-08	
	Type of Action:	MOTION	
	Origin: <i>(Council/Manager)</i>	City Manager	
	Agenda Bill Author:	City Manager	
EXHIBITS: <ul style="list-style-type: none"> • Contract 24-04 	Date Submitted:	01/16/23	
	For Agenda of:	01/16/23	
	Expenditure Required:	\$40,000	
	Amount Budgeted:	\$40,000	
	Appropriation Required:	0	
SUMMARY STATEMENT AND DISCUSSION: The City Manager wishes to realign the organization and to rely on this contractor for specific, strategic duties as indicated in Exhibit A of the contract.			
RECOMMENDED ACTION: I move to authorize City manager to enter into contract with Lane Powell PC for employment and labor law advice			
LEGISLATIVE HISTORY:			
ACTION TAKEN			
MOTION AS PROPOSED		MOTION AS AMENDED	
Motion made by:		Motion made by:	
Second by:		Second by:	
	YES Vote	NO Vote	
Hawkins			Hawkins
Ribail			Ribail
Nelson			Nelson
Burrell			Burrell
Merizan			Merizan
Passed/Failed			Passed/Failed
Ordinance/Resolution No.:		Ordinance/Resolution No.:	

CONSULTANT AGREEMENT (V2.24)	
PROJECT TITLE AND IDENTIFICATION NUMBER Legal Services 24-04	WORK DESCRIPTION Employment and labor law advice
CONSULTANT Lane Powell, PC 1420 5 th Ave St 4200 Seattle, WA 98101 206-223-700	CONSULTANT CONTACT NAME, AND TELEPHONE NO. Shirley S Lou- Magnuson 206-223-7059 Loumagnusons@lanepowell.com
FEDERAL I.D. NO.	BUDGET OR FUNDING SOURCE 001
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. Ana Cortez City Manager 4261 Tolt Avenue PO Box 1238 Carnation, WA 98014-1238 425-419-3697	MAXIMUM AMOUNT PAYABLE, IF ANY \$40,000
COMPLETION DATE December 31, 2026	<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 _____, 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.

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 immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

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

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

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

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

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

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

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

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

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

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

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

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

C. Other Insurance Provisions.

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

D. Cancellation.

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

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

E. Acceptability of Insurers.

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

F. No Limitation.

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

G. Failure to Maintain Insurance.

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

H. City Full Availability of Consultant Limits.

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

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

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

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

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

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

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

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

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

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

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

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 instrument properly signed by both parties hereto.

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

22. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's

own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

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

CONSULTANT:

CITY OF CARNATION:

Ana Cortez, City Manager

By: _____

Title: _____

ATTEST/AUTHENTICATED:

Lora Wilmes, City Clerk

EXHIBIT A

SCOPE OF WORK

Provide legal counsel for specific labor matters involving building capacity.
Employment and labor law advice

EXHIBIT B

COMPLETION SCHEDULE

The agreement will terminate on December 31, 2026 or once the maximum amount payable is reached, whichever is sooner.

EXHIBIT C

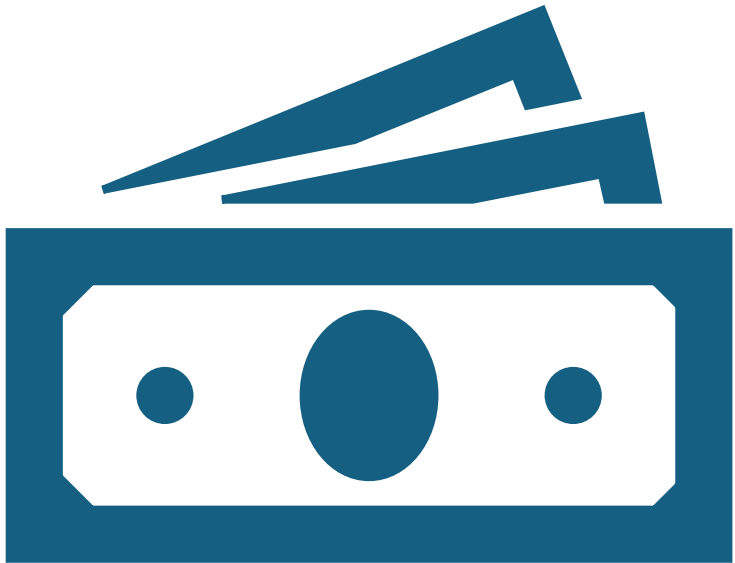
FEE SCHEDULE

Flat hourly rate of \$495 which includes a 10% discount. When possible, lower-rate employees will be used.

EXHIBIT D

INVOICING

Consultant shall submit all invoices to bills@carnationwa.gov. Invoices will be submitted monthly, no later than the 10th of each month.



FEE PRESENTATION

Prepared by City Staff for the
January 16th, 2024 Council Meeting



FEES

Our Philosophy: Cost Recovery!

Personnel

+

Operations and
Maintenance

+

Debt

+

Administrative Support

+

Equipment

+

Other

- Some latitude ie. Food Trucks
- 3% Escalator

What's the Process?

- Fee Schedule
- Prepare once per year
- Clean up
- Modify each quarter



Pardon our Dust!

We have increased revenues 😊

Some partners do not like paying for City services.

Some partners are resistant to change.

Examples of previous actions



2024 DOCKET REQUESTS

Prepared by City Staff
for the January 16, 2024
Council Meeting



COMPREHENSIVE PLAN

Comprehensive Plans are the centerpiece of local planning efforts. A comprehensive plan articulates a series of goals, objectives, policies, actions, and standards that are intended to guide the day-to-day decisions of elected officials and local government staff.

Our timeline.

https://www.carnationwa.gov/vertical/Sites/%7BBC2C8B0D-6FDD-43CB-A5E7-03E465DF30E5%7D/uploads/Comp_Plan_Update_DRAFT_Schedule.pdf



MUNICIPAL CODE

Second Class Cities: A second class city is a city with a population over 1,500 at the time of organization or reorganization that does not have a charter and does not operate as a code city under the Optional Municipal Code (RCW 35.01.020). There are five second class cities in Washington, all operating under the mayor-council form.

Uses Municipal Code – the law



HOW THEY CONNECT



Comprehensive Plan is the long-range plan and policy framework for all other policy documents.

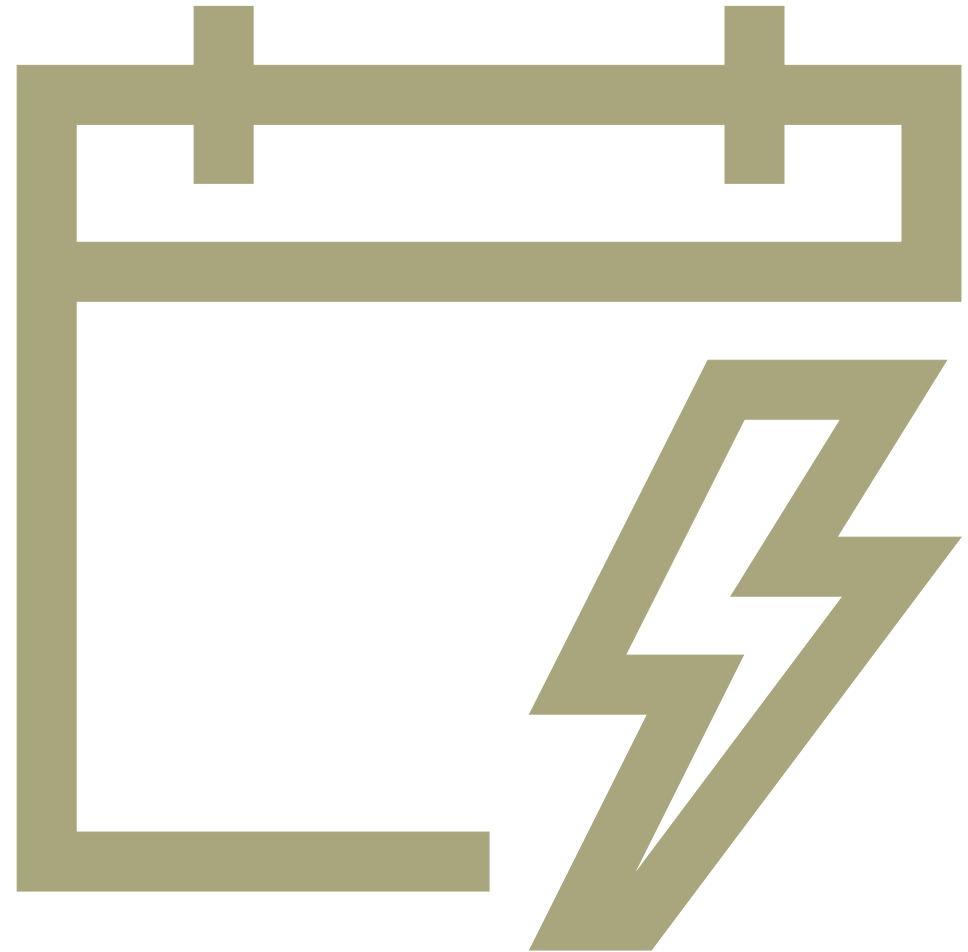


Municipal Code is an operational plan that provides the legal sphere to act.

PLANNING DOCKET

**15.100.030 - Planning Board
consideration of legislative
proposals**

https://library.municode.com/wa/carnation/codes/code_of_ordinances?nodeId=TIT15LAUS_CH15.100ZOC_OPLDEREMEPR_15.100.020INLEPRD_O



STAFF RECOMMENDATIONS



REQUESTS: COMP PLAN TASKS

Chapter 1 - Update the list of goals in The Introduction to include the entire goal instead of paraphrasing.

Chapter 2 - Eliminate the description of the Potential Annexation Area and describe it only in one place (Chapter 3) Update the description of Carnation's PAA in the Introduction to match the current PAA.

Chapter 3 - Incorporate Jennifer Hargrove's findings about landslide risks in and around Carnation and include the challenges related to Tolt Reservoir Dam (and its alarm system).

Review the "Total Maximum Population" in Carnation/Vision 2050. Add dependence on infrastructure as a central theme.

Update Housing and employment targets to be consistent with the Housing Action Plan

COMP PLAN TASKS CONT.

Chapter 4- Update our plan to be consistent with Vision 2050.

Chapter 5- Incorporate the Housing Action Plan from 2023.

Add accessibility and the ability to evacuate into the Goals and Policies for housing.

Chapter 7 - A new Goal needs to be added to address the need for evacuation infrastructure in Carnation.

Revisit the “Festival Street” concept.

REQUESTS: MUNICIPAL CODE CHANGES

3.04 - Fund accounts are no longer accurate and need to be updated. Chapter 3.16.020 has a list of city officials.

Under **5.20** definition, Pete's and Carnation Café are "Cabarets".

8.22.050 -needs to be updated to reflect our cost recovery policy.

8.22.115 - needs to be reviewed in light of cost recovery policy.

Chapter 13 - needs to include Stormwater utility.

15.40.150 - needs to be updated to reflect ground level commercial uses.



CARNATION CITY COUNCIL

A G E N D A B I L L

TITLE: 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	Agenda Bill No.:	AB24-03
	Type of Action:	RESOLUTION
	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS: <ul style="list-style-type: none"> • Resolution No. 24-512 • Resolution No. 110 • Resolution No. 383 • Resolution No. 425 	Date Submitted:	01/16/24
	For Agenda of:	01/16/24
	Expenditure Required:	\$0
	Amount Budgeted:	N/A
	Appropriation Required:	N/A

SUMMARY STATEMENT AND DISCUSSION:

The Local Government Investment Pool (LGIP) is a voluntary investment vehicle operated by the Washington State Treasurer. Local governments participate in LGIP in order to safely invest their funds and utilize competitive investment options pursuant to RCW 43.250. The City of Carnation currently allocates the interest from the LGIP account into a number of different funds. However, The City Manager’s Office seeks permission to reinvest the interest from the main LGIP account into a single fund: Fund 002 - Reserves.

RECOMMENDED ACTION: I move to authorize the City Manager invest the interest accrued from the Local Government Investment Pool (LGIP) into Fund 002 – Reserves.

- LEGISLATIVE HISTORY:**
- **Resolution 110:** A resolution authorizing investment of City of Carnation monies in the Local Government Investment Pool
 - **Resolution 383:** A resolution authorizing investment of City of Carnation monies in the Local Government Investment Pool
 - **Resolution 425:** A resolution of the City Council of the City of Carnation amending Resolution No. 383 and the designated authorized individual to make changes to documentation related to the City’s investments in the Local Government Investment Pool

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.:		

**CITY OF CARNATION
Carnation, Washington**

**RESOLUTION NO.
24-512**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARNATION AUTHORIZING THE CITY MANAGER TO INVEST THE
INTEREST ACCRUED FROM THE LOCAL INVESTMENT POOL (LGIP)
INTO FUND 002 – RESERVES**

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account commonly referred to as the Local Government Investment Pool (LGIP) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, City of Carnation, the "governmental entity", to contribute funds available for investment in the LGIP; and

WHEREAS, in the past, the City of Carnation allocated the interest from the LGIP account into a number of different funds; and

WHEREAS, the City of Carnation will henceforth reinvest the interest accrued from the main LGIP account into a single fund: Fund 002 -Reserves to systematically grow the City's Reserves 002 until the 17% of operation expenses goal is reached

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF CARNATION, WASHINGTON, WILL INVEST INTEREST FROM LGIP INTO
FUND 002 – RESERVES.**

PASSED and APPROVED by the City Council this 16th, day of January 2024.

CITY OF CARNATION

By _____
Jim Ribail, Mayor

Attest:

By _____
Lora Wilmes, City Clerk

CITY OF CARNATION
KING COUNTY, WASHINGTON
RESOLUTION NO. 110

A RESOLUTION AUTHORIZING INVESTMENT OF CITY OF
CARNATION MONIES IN THE LOCAL GOVERNMENT INVESTMENT
POOL.

WHEREAS, pursuant to Chapter 294, Laws of 1986, a Local Government
Investment Pool in the State Treasury was created for the deposit of money
of a political subdivision for purposes of investment by the State
Treasurer; and

WHEREAS, the City of Carnation does hereby find that the deposit
and withdrawal of money in the Local Government Investment Pool in
accordance with the provisions of this chapter for the purposes of
investment as stated therein are in the best interests of the City of
Carnation; and

WHEREAS, we attest by our signatures that we have been duly
authorized and empowered to enter into this Agreement.

NOW THEREFORE, BE IT RESOLVED by the City of Carnation, that
the City of Carnation does hereby authorize the deposit and withdrawal
of City of Carnation monies in the Local Government Investment Pool in
the State Treasury in accordance with this chapter for the purpose of
investment as stated therein.

BE IT FURTHER RESOLVED that pursuant to the attached form the
following City of Carnation officers shall be authorized to order the
deposit or withdrawal of monies in the Local Government Investment Pool.

PASSED AND ADOPTED by the City Council of the City of Carnation,
State of Washington, on the 2nd day of December, 1986.

Jean Brumbaugh, City Clerk/Treasurer

Alan Morris, Mayor

CITY OF CARNATION

By: Alan Morris
Alan Morris, Mayor

ATTEST:

Jean Brumbaugh
Jean Brumbaugh,
City Clerk

PLEASE COMPLETE AND RETURN THIS FORM TO:

OFFICE OF THE STATE TREASURER
LOCAL GOVERNMENT INVESTMENT POOL
LEGISLATIVE BLDG. AS-23
OLYMPIA, WA 98504-0423

CITY OF CARNATION
P. O. BOX 267
CARNATION, WA 98014

NAME AND ADDRESS OF LOCAL GOVERNMENT AGENCY

PLEASE LIST THE BANK ACCOUNT NUMBER TO BE USED IN THE WITHDRAWAL OF FUNDS FROM THE LOCAL GOVERNMENT INVESTMENT POOL. FUNDS WILL NOT BE TRANSFERRED TO ANY ACCOUNT OTHER THAN THAT LISTED.

BANK NAME	BANK BRANCH LOCATION	ACCOUNT#	ACCOUNT NAME
<u>Seafirst Bank</u>	<u>Carnation</u>	<u>55229223</u>	<u>City of Carnation</u>

PLEASE LIST ALL PERSONS CURRENTLY AUTHORIZED TO MAKE DEPOSITS AND WITHDRAWALS FOR YOUR AGENCY.

NAME	TITLE	SIGNATURE	TELEPHONE #
<u>Jean Brumbaugh</u>	<u>Clerk-Treasurer</u>	<u>Jean Brumbaugh</u>	<u>206-333-4192</u>
<u>Alan Morris</u>	<u>Mayor</u>	<u>Alan Morris</u>	<u>206-333-4192</u>
<u>Warren Oltmann</u>	<u>Mayor Pro Tem</u>	<u>Warren Oltmann</u>	<u>206-333-4192</u>

ANY CHANGE TO THESE INSTRUCTIONS MUST BE SUBMITTED IN WRITING TO THE OFFICE OF THE STATE TREASURER PRIOR TO THEIR IMPLEMENTATION.

CITY OF CARNATION

RESOLUTION NO. 383

A RESOLUTION AUTHORIZING INVESTMENT OF CITY OF CARNATION MONIES IN THE LOCAL GOVERNMENT INVESTMENT POOL.

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, City of Carnation, the "governmental entity", to contribute funds available for investment in the LGIP; and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures; and

WHEREAS, any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the City Manager, the "governing body" or any designee of the governing body pursuant to this resolution or a subsequent resolution; and

WHEREAS the governmental entity will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS the governing body and any designee appointed by the governing body with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

WHEREAS, the governing body attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein; NOW, THEREFORE,

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

Section 1. The governing body does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

Section 2. The governing body has approved the Local Government Investment Pool Transaction Authorization Form (Form) as completed by Kelly Hankinson Russell, City Treasurer, and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

Section 3. The governmental entity designates Ken Carter, City Manager, the "authorized individual" to authorize all amendments, changes, or alterations to the Form or any other documentation

including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

Section 4. This delegation ends upon the written notice, by any method set forth in the prospectus, of the governing body that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

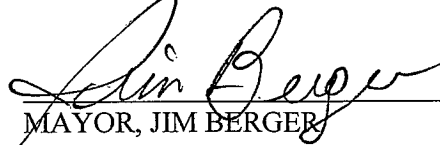
Section 5. The Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes, or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual; and

Section 6. The governing body acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

Section 7. Superseding Effect. The provisions established hereunder shall supersede all previous provisions adopted by previous resolutions to the extent that the same are inconsistent herewith.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARNATION, COUNTY OF KING, STATE OF WASHINGTON, AT A REGULAR MEETING THEREOF ON THIS 18TH DAY OF FEBRUARY, 2014.

CITY OF CARNATION


MAYOR, JIM BERGER

ATTEST/AUTHENTICATED:


CITY CLERK, MARY MADOLE

RESOLUTION NO.:383

**LOCAL GOVERNMENT INVESTMENT POOL
TRANSACTION AUTHORIZATION FORM**

Please fill out this form completely, including any existing information, as this form will replace the previous form.

Name of Entity: City of Carnation	Mailing Address: PO Box 1238 Carnation, WA 98014
Fax Number: 425.333.4336	
E-mail Contact: kelly@carnationwa.gov	

Do you wish to have your monthly LGIP statements faxed to the number listed above?

Please note – if you choose to receive statements via fax, you will not receive another copy via U.S. mail.

YES, please fax statements **No**, please send statements via U.S. mail

Bank account where funds will be wired when a withdrawal is requested.

(Note: Funds **will not** be transferred to any account other than that listed).

Bank Name: Bank of America
Branch Location: Seattle, WA
Bank Routing Number: 125000024
Account Number: 4820106
Account Name: City of Carnation

Persons authorized to make deposits and withdrawals for the entity listed above.

Name	Title	Signature	Telephone Number
Kelly Hankinson Russell	Treasurer	<i>Kelly Hankinson Russell</i>	425.333.4192 x14
Ken Carter	City Manager	<i>Ken Carter</i>	425.333.4192 x15
Mary Madole	City Clerk	<i>Mary Madole</i>	425.333.4192 x20

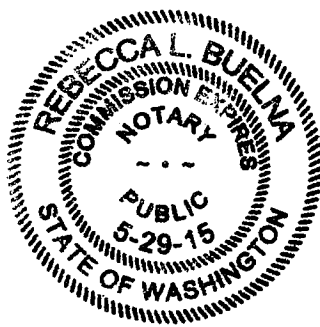
By signature below, I certify I am authorized to represent the institution/agency for the purpose of this transaction.

<i>Kelly Hankinson Russell</i> (Authorized Signature)	TREASURER (Title)	24FEB2014 (Date)
Kelly Hankinson Russell (Print Authorized Signature)	kelly@carnationwa.gov (E-mail Address)	425.333.4192 x14 (Telephone number)

Any changes to these instructions must be submitted in writing to the Office of the State Treasurer. Please mail this form to the address listed below:

OFFICE OF THE STATE TREASURER
LOCAL GOVERNMENT INVESTMENT POOL
PO BOX 40200
OLYMPIA, WA 98504-0200
FAX: (360) 902-9044

Date Received: ___ / ___ / ___
Fund Number: _____
<i>(for LGIP use only)</i>



State of Washington)
County of KING) ss.

Signed or attested before me by KELLY HANKINSON RUSSELL
Dated this 24th day of FEBRUARY, 2014

Rebecca Buelna
Signature of Notary
REBECCA L. BUELNA

SEAL OR STAMP

Typed or printed name of Notary
Notary Public in and for the State of Wash. 117
My appointment expires: 5-29-2015

**LOCAL GOVERNMENT
INVESTMENT POOL**

Prospectus

January 2014



James L. McIntire

Washington State Treasurer

Contents

I.	The LGIP	3-4
II.	Local Government Investment Pool – Money Market Fund	4-9
III.	Management	9
IV.	Miscellaneous	9-10

I. The LGIP

The Local Government Investment Pool (the “LGIP”) is an investment pool of public funds placed in the custody of the Office of the Washington State Treasurer (the “State Treasurer”) for investment and reinvestment as defined by RCW 43.250.020. The purpose of the LGIP is to allow eligible governmental entities to participate with the state in the investment of surplus public funds, in a manner that optimizes liquidity and return on such funds. In establishing the LGIP, the legislature recognized that not all eligible governmental entities are able to maximize the return on their temporary surplus funds, and therefore it provided a mechanism whereby they may, at their option, utilize the resources of the State Treasurer to maximize the potential of their surplus funds while ensuring the liquidity of those funds.

The State Treasurer has established a sub-pool within the LGIP whose shares are offered by means of this Prospectus: The LGIP-Money Market Fund (the “LGIP-MMF” or the “Fund”). The State Treasurer has the authority to establish additional sub-pools in the future.

The Fund offered in this Prospectus seeks to provide current income by investing in high-quality, short term money market instruments. These standards are specific to the Fund, as illustrated in the following table. The LGIP-MMF offers daily contributions and withdrawals.

FUND SNAPSHOT

The table below provides a summary comparison of the Fund’s investment types and sensitivity to interest rate risk. This current snapshot can be expected to vary over time.

Fund	Investment Types	Maximum Dollar-Weighted Average Maturity for LGIP-MMF
LGIP-Money Market Fund	Cash	60 days
Current Investments (as of November 1, 2013)	Bank Deposits US Treasury bills Repurchase agreements US Government agency obligations	

Fees and Expenses

Administrative Fee. The State Treasurer charges pool participants a fee representing administration and recovery costs associated with the operation of the Fund. The administrative fee accrues daily from pool participants’ earnings prior to the earnings being posted to their account. The administrative fee will be paid monthly. In the event that there are no earnings, the administrative fee will be deducted from principal.

The chart below illustrates the operating expenses of the LGIP-MMF for past years, expressed in basis points as a percentage of fund assets.

**Local Government Investment Pool-MMF
Operating Expenses by Fiscal Year (in Basis Points)**

	2006	2007	2008	2009	2010	2011	2012	2013
<i>Total Operating Expenses</i>	<i>1.12</i>	<i>0.96</i>	<i>0.84</i>	<i>0.88</i>	<i>0.64</i>	<i>0.81</i>	<i>0.68</i>	<i>0.87</i>

(1 basis point = 0.01%)

Because most of the expenses of the LGIP-MMF are fixed costs, the fee (expressed as a percentage of fund assets) will be affected by: (i) the amount of operating expenses; and (ii) the assets of the LGIP-MMF. The table below shows how the fee (expressed as a percentage of fund assets) would change as the fund assets change, assuming an annual fund operating expenses amount of \$800,000.

Fund Assets	\$6.0 bn	\$8.0 bn	\$10.0 bn
Total Operating Expenses (in Basis Points)	1.33	1.0	.80

Portfolio Turnover: The Fund does not pay a commission or fee when it buys or sells securities (or “turns over” its portfolio). However, debt securities often trade with a bid/ask spread. Consequently, a higher portfolio turnover rate may generate higher transaction costs that could affect the Fund’s performance.

II. Local Government Investment Pool – Money Market Fund

Investment Objective

The LGIP-MMF will seek to effectively maximize the yield while maintaining liquidity and a stable share price of \$1.

Principal Investment Strategies

The LGIP-MMF will seek to invest primarily in high-quality, short term money market instruments. Typically, at least 55% of the Fund’s assets will be invested in US government securities and repurchase agreements collateralized by those securities. The LGIP-MMF means a sub-pool of the LGIP whose investments will primarily be money market instruments. The LGIP-MMF will only invest in eligible investments permitted by state law. The LGIP-MMF will not be an SEC-registered money market fund and will not be required to follow SEC Rule 2a-7. Investments of the LGIP-MMF will conform to the LGIP Investment Policy, the most recent version of which will be posted on the LGIP website and will be available upon request.

Principal Risks of Investing in the LGIP-Money Market Fund

Counterparty Credit Risk. A party to a transaction involving the Fund may fail to meet its obligations. This could cause the Fund to lose the benefit of the transaction or prevent the Fund from selling or buying other securities to implement its investment strategies.

Interest Rate Risk. The LGIP-MMF’s income may decline when interest rates fall. Because the Fund’s income is based on short-term interest rates, which can fluctuate significantly over short periods, income risk is expected to be high. In addition, interest rate increases can cause the price of a debt security to decrease and even lead to a loss of principal.

Liquidity Risk. Liquidity risk is the risk that the Fund will experience significant net withdrawals of Fund shares at a time when it cannot find willing buyers for its portfolio securities or can only sell its portfolio securities at a material loss.

Management Risk. Poor security selection or an ineffective investment strategy could cause the LGIP-MMF to underperform relevant benchmarks or other funds with a similar investment objective.

Issuer Risk. The LGIP-MMF is subject to the risk that debt issuers and other counterparties may not honor their obligations. Changes in an issuer's credit rating (e.g., a rating downgrade) or the market's perception of an issuer's creditworthiness could also affect the value of the Fund's investment in that issuer. The degree of credit risk depends on both the financial condition of the issuer and the terms of the obligation. Also, a decline in the credit quality of an issuer can cause the price of a money market security to decrease.

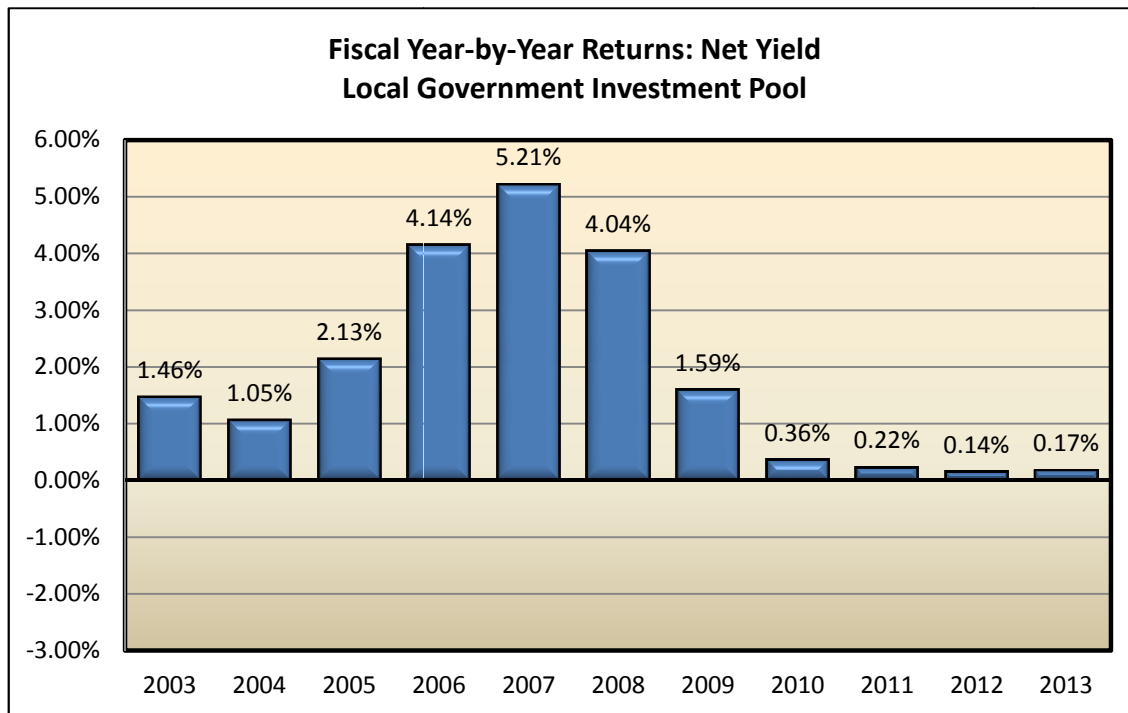
Securities Lending Risk and Reverse Repurchase Agreement Risk. The LGIP-MMF may engage in securities lending or in reverse repurchase agreements. Securities lending and reverse repurchase agreements involve the risk that the Fund may lose money because the borrower of the Fund's securities fails to return the securities in a timely manner or at all or the Fund's lending agent defaults on its obligations to indemnify the Fund, or such obligations prove unenforceable. The Fund could also lose money in the event of a decline in the value of the collateral provided for loaned securities or a decline in the value of any investments made with cash collateral.

Risks Associated with use of Amortized Cost. The use of amortized cost valuation means that the LGIP-MMF's share price may vary from its market value NAV per share. In the unlikely event that the State Treasurer were to determine that the extent of the deviation between the Fund's amortized cost per share and its market-based NAV per share may result in material dilution or other unfair results to shareholders, the State Treasurer may cause the Fund to take such action as it deems appropriate to eliminate or reduce to the extent practicable such dilution or unfair results.

An investment in the LGIP-MMF is not a bank deposit and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of investments at \$1 per share, pool participants could lose money by investing in the LGIP-MMF. There is no assurance that the LGIP-MMF will achieve its investment objective.

Performance

The following information is intended to address the risks of investing in the LGIP-MMF. The information illustrates changes in the performance of the LGIP-MMF's shares from year to year. Returns are based on past results and are not an indication of future performance. Updated performance information may be obtained on our website at www.tre.wa.gov or by calling the LGIP toll-free at 800-331-3284.



Local Government Investment Pool-Money Market Fund			
Average Accrued Net Yield			
<u>1 Year</u>	<u>3 years</u>	<u>5 years</u>	<u>10 years</u>
0.17%	0.19%	.52%	1.94%

Transactions: LGIP-MMF

General Information

The minimum transaction size (contributions or withdrawals) for the LGIP-MMF will be five thousand dollars. The State Treasurer may, in its sole discretion, allow for transactions of less than five thousand dollars.

Valuing Shares

The LGIP-MMF will be operated using a net asset value (NAV) calculation based on the amortized cost of all securities held such that the securities will be valued at their acquisition cost, plus accrued income, amortized daily.

The Fund's NAV will be the value of a single share. NAV will normally be calculated as of the close of business of the NYSE, usually 4:00 p.m. Eastern time. If the NYSE is closed on a particular day, the Fund will be priced on the next day the NYSE is open.

NAV will not be calculated and the Fund will not process contributions and withdrawals submitted on days when the Fund is not open for business. The time at which shares are priced and until which contributions and withdrawals are accepted is specified below and may be changed as permitted by the State Treasurer.

To the extent that the LGIP-MMF's assets are traded in other markets on days when the Fund is not open for business, the value of the Fund's assets may be affected on those days. In addition, trading in some of the Fund's assets may not occur on days when the Fund is open for business.

Transaction Limitation

The State Treasurer reserves the right at its sole discretion to set a minimum and/or maximum transaction amount from the LGIP-MMF and to limit the number of transactions, whether contribution, withdrawal, or transfer permitted in a day or any other given period of time.

The State Treasurer also reserves the right at its sole discretion to reject any proposed contribution, and in particular to reject any proposed contribution made by a pool participant engaged in behavior deemed by the State Treasurer to be abusive of the LGIP-MMF.

A pool participant may transfer funds from one LGIP-MMF account to another subject to the same time and contribution limits as set forth in WAC 210.10.060.

Contributions

Pool participants may make contributions to the LGIP-MMF on any business day. All contributions will be effected by electronic funds transfer to the account of the LGIP-MMF designated by the State Treasurer. It is the responsibility of each pool participant to pay any bank charges associated with such electronic transfers to the State Treasurer. Failure to wire funds by a pool participant after notification to the State Treasurer of an intended transfer will result in penalties. Penalties for failure to timely wire will be assessed to the account of the pool participant responsible.

Notice. To ensure same day credit, a pool participant must inform the State Treasurer of any contribution over one million dollars no later than 9 a.m. on the same day the contribution is made. Contributions for one million dollars or less can be requested at any time prior to 10 a.m. on the day of contribution. For all other contributions over one million dollars that are requested prior to 10 a.m., a pool participant may receive same day credit at the sole discretion of the State Treasurer. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which no notice is received prior to 10:00 a.m. will be credited as of the following business day.

Notice of contributions may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to State Treasurer's Treasury Management System ("TMS"). Please refer to the [LGIP-MMF Operations Manual](#) for specific instructions regarding contributions to the LGIP-MMF.

Direct deposits from the State of Washington will be credited on the same business day.

Pricing. Contribution requests received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that contribution date.

Withdrawals

Pool participants may withdraw funds from the LGIP-MMF on any business day. Each pool participant shall file with the State Treasurer a letter designating the financial institution at which funds withdrawn from the LGIP-MMF shall be deposited (the "Letter"). This Letter shall contain the name of the financial institution, the location of the financial institution, the account name, and the account number to which funds will be deposited. This Letter shall be signed by local officials authorized to receive and disburse funds, as described in WAC 210-10-020.

Disbursements from the LGIP-MMF will be effected by electronic funds transfer. Failure by the State Treasurer to wire funds to a pool participant after proper notification to the State Treasurer to disburse funds to a pool participant may result in a bank overdraft in the pool participant's bank account. The State Treasurer will reimburse a pool participant for such bank overdraft penalties charged to the pool participant's bank account.

Notice. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal over one million dollars no later than 9 a.m. on the same day the withdrawal is made. Withdrawals for one million dollars or less can be requested at any time prior to 10 a.m. on the day of withdrawal. For all other withdrawals from the LGIP-MMF over one million dollars that are requested prior to 10 a.m., a pool participant may receive such withdrawal on the same day it is requested at the sole discretion of the State Treasurer. No earnings will be credited on the date of withdrawal for the amounts withdrawn. Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Pricing. Withdrawal requests with respect to the LGIP-MMF received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that withdrawal date.

Suspension of Withdrawals. If the State Treasurer has determined that the deviation between the Fund's amortized cost price per share and the current net asset value per share calculated using available market quotations (or an appropriate substitute that reflects current market conditions) may result in material dilution or other unfair results, the State Treasurer may, if it has determined irrevocably to liquidate the Fund, suspend withdrawals and payments of withdrawal proceeds in order to facilitate the permanent termination of the Fund in an orderly manner. The State Treasurer will distribute proceeds in liquidation as soon as practicable, subject to the possibility that certain assets may be illiquid, and subject to subsequent distribution, and the possibility that the State Treasurer may need to hold back a reserve to pay expenses.

The State Treasurer also may suspend redemptions if the New York Stock Exchange suspends trading or closes, if US bond markets are closed, or if the Securities and Exchange Commission declares an emergency. If any of these events were to occur, it would likely result in a delay in the pool participants' redemption proceeds.

The State Treasurer will notify pool participants within five business days of making a determination to suspend withdrawals and/or irrevocably liquidate the fund and the reason for such action.

Earnings and Distribution

LGIP-MMF Daily Factor

The LGIP-MMF daily factor is a net earnings figure that is calculated daily using the investment income earned (excluding realized gains or losses) each day, assuming daily amortization and/or accretion of income of all fixed income securities held by the Fund, less the administrative fee. The daily factor is reported on an annualized 7-day basis, using the daily factors from the previous 7 calendar days. The reporting of a 7-day annualized yield based solely on investment income which excludes realized gains or losses is an industry standard practice that allows for the fair comparison of funds that seek to maintain a constant NAV of \$1.00.

LGIP-MMF Actual Yield Factor

The LGIP-MMF actual yield factor is a net daily earnings figure that is calculated using the total net earnings including realized gains and losses occurring each day, less the administrative fee.

Dividends

The LGIP-MMF's dividends include any net realized capital gains or losses, as well as any other capital changes other than investment income, and are declared daily and distributed monthly.

Distribution

The total net earnings of the LGIP-MMF will be declared daily and paid monthly to each pool participant's account in which the income was earned on a per-share basis. These funds will remain in the pool and earn additional interest unless withdrawn and sent to the pool participant's designated bank account as specified on the Authorization Form. Interest earned will be distributed monthly on the first business day of the following month.

Monthly Statements and Reporting

On the first business day of every calendar month, each pool participant will be sent a monthly statement which includes the pool participant's beginning balance, contributions, withdrawals, transfers, administrative charges, earnings rate, earnings, and ending balance for the preceding calendar month. Also included with the statement will be the monthly enclosure. This report will contain information regarding the maturity structure of the portfolio and balances broken down by security type.

III. Management

The State Treasurer is the manager of the LGIP-MMF and has overall responsibility for the general management and administration of the Fund. The State Treasurer has the authority to offer additional sub-pools within the LGIP at such times as the State Treasurer deems appropriate in its sole discretion.

Administrator and Transfer Agent. The State Treasurer will serve as the administrator and transfer agent for the Fund.

Custodian. A custodian for the Fund will be appointed in accordance with the terms of the LGIP Investment Policy.

IV. Miscellaneous

Limitation of Liability

All persons extending credit to, contracting with or having any claim against the Fund offered in this Prospectus shall look only to the assets of the Fund that such person extended credit to, contracted with or has a claim against, and none of (i) the State Treasurer, (ii) any subsequent sub-pool, (iii) any pool participant, (iv) the LGIP, or (v) the State Treasurer's officers, employees or agents (whether past, present or future), shall be liable therefor. The determination of the State Treasurer that assets, debts, liabilities, obligations, or expenses are allocable to the Fund shall be binding on all pool participants and on any person extending credit to or contracting with or having any claim against the LGIP or the Fund offered in this Prospectus. There is a remote risk that a court may not enforce these limitation of liability provisions.

Amendments

This Prospectus and the attached Investment Policy may be amended from time to time. Pool participants shall receive notice of changes to the Prospectus and the Investment Policy. The amended and restated documents will be posted on the State Treasurer website: www.tre.wa.gov.

Should the State Treasurer deem appropriate to offer additional sub-pools within the LGIP, said sub-pools will be offered by means of an amendment to this prospectus.

LGIP-MMF Contact Information

Internet: www.tre.wa.gov Treasury Management System/TMS

Phone: 1-800-331-3284 (within Washington State)

Mail:

Office of the State Treasurer
Local Government Investment Pool
PO Box 40200
Olympia, Washington 98504
FAX: 360-902-9044

MLM
04/11/18

RESOLUTION NO. 425

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, AMENDING RESOLUTION NO. 383 AND THE DESIGNATED AUTHORIZED INDIVIDUAL TO MAKE CHANGES TO DOCUMENTATION RELATED TO THE CITY'S INVESTMENTS IN THE LOCAL GOVERNMENT INVESTMENT POOL.

WHEREAS, the City Council adopted Resolution No. 383 on February 18, 2014, to authorize the investment Carnation monies in the Local Government Investment Pool (commonly referred to as LGIP); and

WHEREAS, Section 3 to Resolution No. 383 specifically designated former City Manager Ken Carter as the authorized individual to make changes to documentation related to the City's investment in the LGIP; and

WHEREAS, the City Council wishes to designate the appointed City Manager as the "authorized individual" with respect to LGIP; and

WHEREAS, appointments to the position of City Manager are required to be made by formal action of the City Council and are well documented, eliminating the need to specify the name of the currently appointed City Manager within the City Council's resolution authorizing the investment of Carnation monies in LGIP; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF CARNATION HEREBY RESOLVES AS FOLLOWS:

Section 1. Approval of new LGIP Transaction Authorization Form. Section 2 to Resolution No. 383 is hereby amended to approve a revised Local Government Investment Pool

Transaction Authorization Form (Form) as completed by Kelly Hankinson Russell, City Treasurer, and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

Section 2. Amendment to the designated "authorized individual" for LGIP. Section 3 to Resolution No. 383 is hereby amended as follows:

The governmental entity designates ~~Ken Carter~~, the Carnation City Manager, as the "authorized individual" to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 17TH DAY OF APRIL, 2018.

CITY OF CARNATION



MAYOR, KIMBERLY LISK

ATTEST/AUTHENTICATED:



CITY CLERK, MARY MADOLE

RESOLUTION NO.:.....425

LOCAL GOVERNMENT INVESTMENT POOL
TRANSACTION AUTHORIZATION FORM

Please fill out this form completely, including any existing information, as this form will replace the previous form.

Name of Entity: City of Carnation	Mailing Address: PO Box 1238 Carnation, WA 98014
Fax Number: 425.333.4336	
E-mail Contact: kelly@carnationwa.gov	

How do you wish to have your monthly LGIP statements faxed or emailed to the information listed above?

Please note – if you choose to receive statements via email, fax or U.S. Mail.

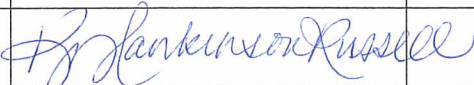
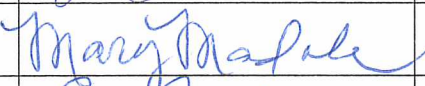
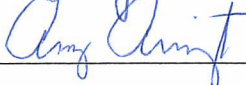
Email Fax U.S. Mail

Bank account where funds will be wired when a withdrawal is requested.


(Note: Funds will not be transferred to any account other than that listed).

Bank Name:	Bank of America
Branch Location:	Seattle, WA
Bank Routing Number:	125000024
Account Number:	4820106
Account Name:	City of Carnation

Persons authorized to make deposits and withdrawals for the entity listed above.

Name	Title	Signature	Telephone Number
Kelly Hankinson Russell	Treasurer		425.549.0406
Mary Madole	City Clerk		425.549.0403
Amy Arrington	City Manager		425.549.0405

By signature below, I certify I am authorized to represent the institution/agency for the purpose of this transaction.

	City Manager	11APR2018
<i>(Authorized Signature)</i>	<i>(Title)</i>	<i>(Date)</i>
Amy Arrington	amy.arrington@carnationwa.gov	425.549.0405
<i>(Print Authorized Signature)</i>	<i>(E-mail Address)</i>	<i>(Telephone number)</i>

Any changes to these instructions must be submitted in writing to the Office of the State Treasurer. Please mail this form to the address listed below:

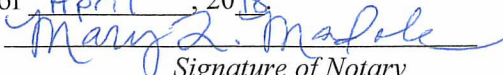
OFFICE OF THE STATE TREASURER
LOCAL GOVERNMENT INVESTMENT POOL
PO BOX 40200
OLYMPIA, WA 98504-0200
FAX: (360) 902-9044

Date Received: ___ / ___ / ___
Fund Number: _____
(for LGIP use only)



State of Washington)
County of King) ss.

Signed or attested before me by Amy Arrington.
Dated this 11th day of April, 2018.



Signature of Notary
MARY L. MADOLE

SEAL OR STAMP

Typed or printed name of Notary
Notary Public in and for the State of Wash. 130
My appointment expires: 7-19-19



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: KRISTEL Harris

Phone: 425-466-8150

Address: 33085 NE 4th Place
Carnation, WA 98014

Date of Request: 10/19/2023

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

Description of Public Record(s) Requested:

All communications between A. Hawkins, R. Burrell, J. Ribai.
Include All texts, call notes & Dates "private" & city emails.

Public Record Reference Date (if known): All.

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:

<input type="checkbox"/> Request Granted	<input type="checkbox"/> Acknowledgement; Estimated Response Date Provided (See No. 4)	<input type="checkbox"/> Record Denied (See Nos. 5 and 6)	<input type="checkbox"/> 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)**)


(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]:

I'm told I'm uninformed despite being at more meetings than they are - so what kn it shared?

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



Signature

10/19/2023 Carnation, WA

Date and Place of Signing



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: KRISTEL Harris Phone: 425-466-8150
33085 NE 42nd Place
 Address: Carnation, WA 98014 Date of Request: 10/19/2023

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

Description of Public Record(s) Requested:

About or with the Harvolds or any Representative. Includes Notes
Any and all communications outside of Exec session

Public Record Reference Date (if known): All since 10/2022

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:

<input type="checkbox"/> Request Granted	<input type="checkbox"/> Acknowledgement; Estimated Response Date Provided (See No. 4)	<input type="checkbox"/> Record Denied (See Nos. 5 and 6)	<input type="checkbox"/> Record Withheld in Part (See Nos. 5 and 6)
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 - c) Request denied
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7. Request received by: _____ Department: _____ Date: _____

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(Please Print Name)

swear, affirm and declare as follows:

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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]:

I'm told by certain council members
I'm uninformed so I want the rest
of the story they think I need.

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


Signature

10/19/2023 Carnation WA
Date and Place of Signing



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: STEVEN G. BAYNE Phone: 425-829-0090

Address: 32501 NE 50th ST. Carnation, WA 98014 Date of Request: 11/13/23

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

Description of Public Record(s) Requested:

PER THE FREEDOM OF INFORMATION ACT, I AM REQUESTING COPIES OF ANY AND ALL COMMUNICATIONS IN REGARD TO CARNATION MOBILE MIRROR AND THE POSSIBLE SALE. TO INCLUDE, BUT NOT LIMITED TO VICTORIA O'BANION, ROC, WA. STATE HOUSING COMMISSION AND ANY OTHER COUNTY, STATE OR FEDERAL AGENCY OR PRIVATE PARTY(S).

Public Record Reference Date (if known): 05/23 - 11/13/23

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:

<input type="checkbox"/> Request Granted	<input type="checkbox"/> Acknowledgement; Estimated Response Date Provided (See No. 4)	<input type="checkbox"/> Record Denied (See Nos. 5 and 6)	<input type="checkbox"/> 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: _____

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

STEVEN G. BAYNE

(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]:

My purpose is to insure that there has been open and honest communication(s) in regards to the possible sale of Carnation Mobile Manor. Per the new state law, the owners have served the occupant with an intent to sell letter and has expressed the desire for us to be a resident owned non-profit community. As of the date of this request, communication from ROC has been non-existent for almost a month but there has been communication with ANA Cortez from Victoria D'ANON who is supposed to be our agent in the possible sale.

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

Steve Bayne
Signature

11/13/23 Carnation, WA.
Date and Place of Signing



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: Paul Williams Phone: 425320-9299

Address: 11831 Beverly Park rd b2 Everett, WA. 98204 Date of Request: 12/19/23

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

Description of Public Record(s) Requested:

Good morning, my name is Paul Williams and I am requesting List of closed commercial mechanical permits from 2021-2023, containing the following values: Permit #, Address, Contractor, job Value, Dept. Value, Description of the project. Can I also have it in excel format please. Mybuilding permit is ~~not giving all of that information~~

Public Record Reference Date (if known): _____

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:

<input type="checkbox"/> Request Granted	<input type="checkbox"/> Acknowledgement; Estimated Response Date Provided (See No. 4)	<input type="checkbox"/> Record Denied (See Nos. 5 and 6)	<input type="checkbox"/> 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: _____

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(Please Print Name)

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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]:

[Empty rectangular box for describing the purpose of the request]

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

Signature

Date and Place of Signing

COMP PLAN	0	0	0	0	0	0
MOBILITY	3	4	3	2	2	14
GREEN CITY	2	1	2	3	1	9
PARK ACTIVATION	4	2	4	4	4	18
INFRASTRUCTURE	1	3	1	1	3	9

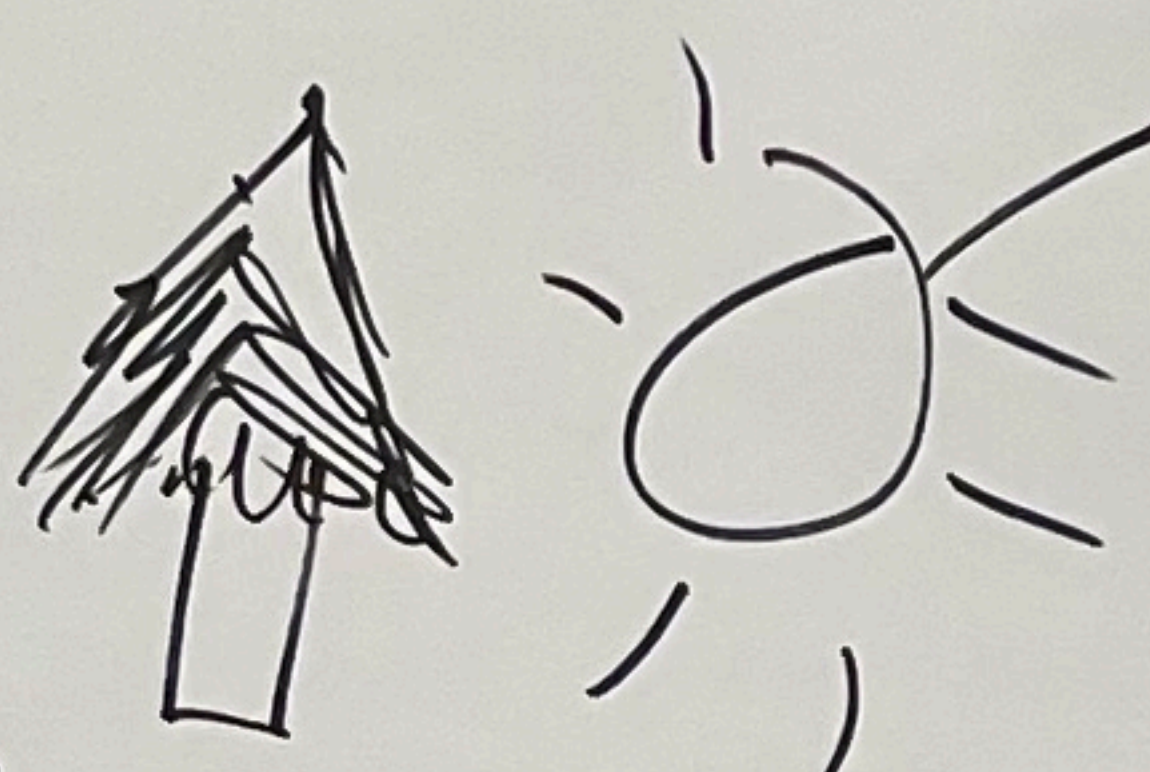
PPPB Priorities

DM.A: Transportation → and → Valley

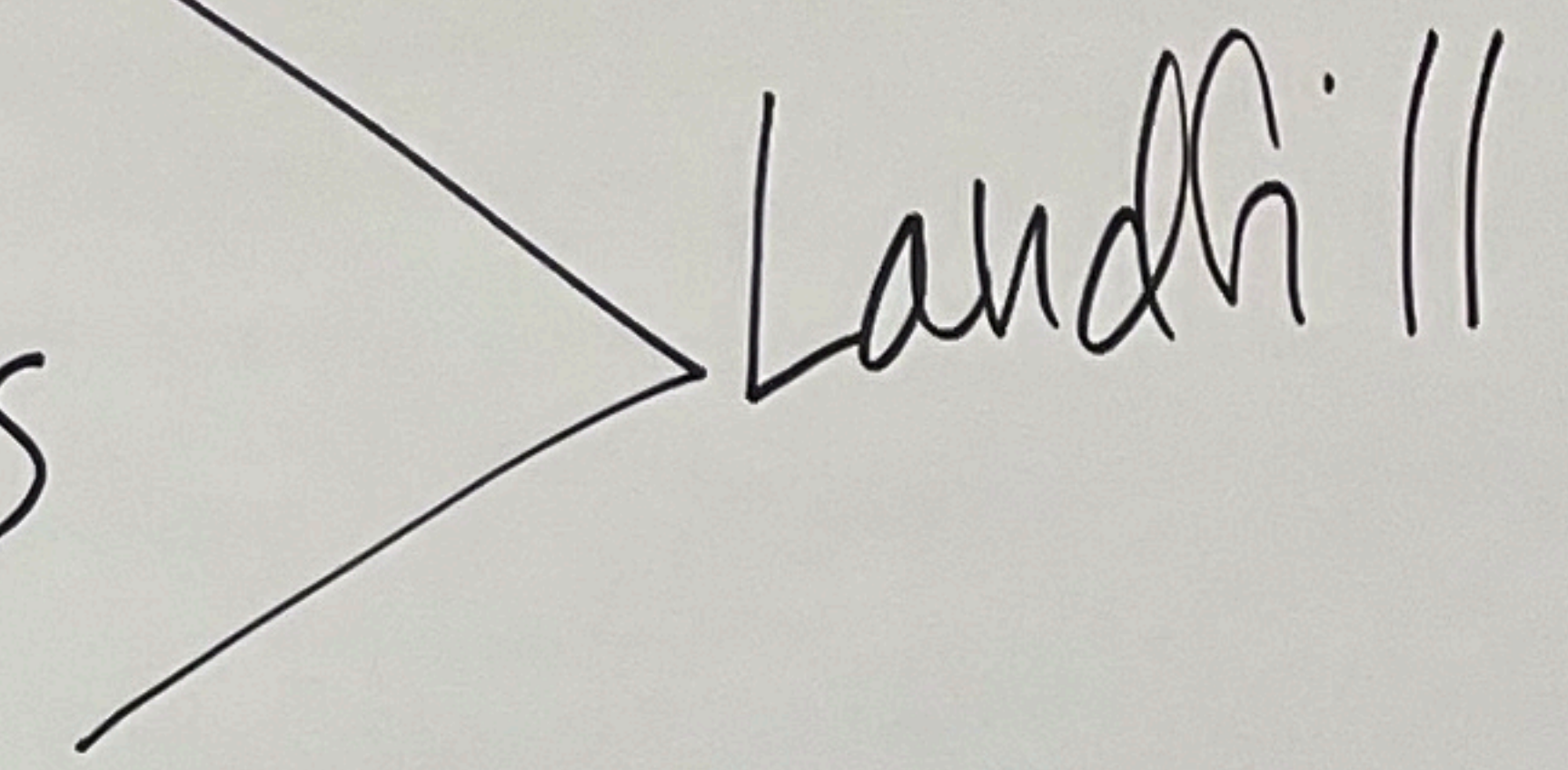
+ [Mobility

↳ Streets / sidewalks / lighting

+ [Green City



→ Solar → EV chargers
→ Trees → Roofing Regulations




Landfill

+ [Park Activation

↳ Corner Activation (music)
↳ Security

+ [Infrastructure

→ Affordable Housing 
→ Art / Signs (History / Honor Indigenous peoples) → Ancestral Land Movements
→ A "Draw" (Events etc.)

R. [COMP PLAN (Dec. 2021)

Developers:
Design Standards
Accountability
Building Code / Enforcement

→ Cemetery

GM + Develop → Activate → Maintain "Tie In" to Community

- Noticeable change -

CITY COUNCIL	JANUARY 16, 2024 6:00 PM (Post Agenda: January 12)	FEBRUARY 6, 2024 6:00 PM (Post Agenda: February 2)	FEBRUARY 20, 2024 6:00 PM (Post Agenda: February 16)	IN THE FUTURE
5 – Public Comment (at 6:10 P.M.)	Public Comment	Public Comment	Public Comment	
6 - Consent <i>6a – Minutes</i>	Approval of Minutes <ul style="list-style-type: none"> Regular Session: January 2, 2024 	Approval of Minutes <ul style="list-style-type: none"> Special Meeting: January 9, 2023 Regular Session: January 16, 2024 	Approval of Minutes <ul style="list-style-type: none"> Regular Session: February 6, 2024 	
<i>6b – Claims</i>	Approval of Claims by Check December 19, 2023 – January 2, 2024 <ul style="list-style-type: none"> \$33,985.23 	Approval of Claims by Check <ul style="list-style-type: none"> 	Approval of Claims by Check <ul style="list-style-type: none"> 	
<i>6c – Payroll</i>	Approval of Payroll: December 1 – 31, 2023 <ul style="list-style-type: none"> \$64,551.32 	Approval of Payroll: <ul style="list-style-type: none"> N/A 	Approval of Payroll: <ul style="list-style-type: none"> January 1 – January 31, 2024 	
<i>6d – Agenda Bills</i>	<ul style="list-style-type: none"> AB24-03 LGIP in Reserves AB24-04 AHBL Contract AB24-05 Tim Woolett Contract AB24-06 Jennifer Hargrove Contract AB24-07 Bookkeeping Services Contract AB23-08 Lane and Powell Contract 		AB24-XX	
7 -Time-Set Agenda (Proclamations)	NONE			
8 -Time-Set Agenda (PH Date Setting)	NONE			
9 -Time-Set Agenda (Public Hearings)	NONE			
10 – Council Reports	Council	Council	Council	
11 – Staff Reports	CIP/Admin Services – Wilmes CMO – Cortez Ender	CIP/Admin Services – Wilmes CMO – Cortez Ender	CIP/Admin Services – Wilmes CMO – Cortez Ender	

12 – Executive Session	NONE			
13 – Presentations	<ul style="list-style-type: none"> • Fees – City Staff • Docket Requests – City Staff 			
14 – Agenda Bills		<ul style="list-style-type: none"> • AB24-XX Adoption of Council Rules • AB24-XX Committees and Liaisons • AB23-XX – Signs • AB24- XX – Comcast Franchise 	AB24-XX Budget Amend.	
15 – Discussion Items	Comprehensive Plan Docket Requests			
16 – Capital Purchases	NONE			
17 – Information / Clarification / General Direction Items	BLANK			
18 – Public Records Requests	<ul style="list-style-type: none"> 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	Joint Meeting Notes	N/A	N/A	
20 - Future Committee Meetings	TBD	TBD	TBD	
21 – Future Council Meetings	January 20 – Council Retreat <ul style="list-style-type: none"> • 9:00 AM-3:00 PM 	February 20, 2024 – Regular Meeting <ul style="list-style-type: none"> • 6:00 PM – 9:30 PM 	March 5, 2024 - Regular Meeting <ul style="list-style-type: none"> • 6:00 PM – 9:30 PM 	
a				
b	February 6, 2024 – Regular Meeting <ul style="list-style-type: none"> • 6:00 PM – 9:30 PM 	March 5, 2024 - Regular Meeting <ul style="list-style-type: none"> • 6:00 PM – 9:30 PM 	March 17, 2024 – Regular Meeting <ul style="list-style-type: none"> • 6:00 PM – 9:30 PM 	

c	February 20, 2024 – Regular Meeting • 6:00 PM – 9:30 PM			
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