



CITY OF CARNATION

REGULAR MEETING OF THE CARNATION CITY COUNCIL

PROPOSED AGENDA

DATE: **JANUARY 21, 2020** TIME: **7:00 PM**

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

City Council:

Kim Lisk,
Mayor

Jim Ribail,
Deputy Mayor

Adair Hawkins

Tim Harris

Dustin Green

City Staff:

Amy Arrington,
City Manager

Mary Madole,
City Clerk

Amanda Smeller,
City Planner

Kelly Russell,
City Treasurer

Bill Ferry,
*Public Works
Superintendent*

Jorge Garcia,
City Engineer

Zach Lell,
City Attorney



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- CALL TO ORDER:** Mayor Kimberly Lisk
- PLEDGE OF ALLEGIANCE:** Councilmember Adair Hawkins
- ROLL CALL:** City Clerk Mary Madole
- APPROVAL OF AGENDA:** Mayor Kimberly Lisk

CONSENT AGENDA:

- A. Approval of Minutes – Regular Meeting – January 7, 2020.
- B. Approval of Claims Check Vouchers numbered 35252 – 35277 in the amount of \$152,791.53.
(Claims vouchers and invoices to be reviewed by Councilmember Hawkins)

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

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

CITIZEN COMMENTS & REQUESTS: This portion of the meeting is open to receive public comment on meeting agenda items or other issues of note or concern.

AGENDA BILLS

- AB20-04 Ordinance.** Amending the City’s Official Zoning Map; approving a request to reclassify the zoning designation of Parcel Nos. 212507-9063, 212507-9062, and 212507-9035 from Light Industrial / Manufacturing (LI/M) and Service Commercial (SC) to Residential 12 (R 12).
- AB20-05 Motion.** Appointing Bruce McDonald to Planning Board Position 3 and re-appointing Vito Romano to Planning Board Position 5 both with terms expiring in December 2023; and extending the terms for Planning Board Positions 2 and 4 held by Nate Johnson and Salwa Raphael through December 2021.
- AB20-06 Motion.** Authorizing listing of requests to be included in the 2020 Docket for amendments to the Carnation Comprehensive Plan and Land Use Code.
- AB20-07 Motion.** Authorizing the City Manager to execute a Collective Bargaining Agreement with the Teamsters Local Union No. 763 representing Public Works and Office-Clerical Employees for the years 2020-2022.
- AB20-08 Motion.** Authorizing the City Manager to negotiate and execute Addendum No. 2 to the Professional Services Agreement with Otak, Inc., in an amount not to exceed \$32,079 for unforeseen additional work related to the acquisition of ROW for the Tolt Avenue CBD Improvements Project.
- AB20-09 Motion.** Authorizing the City Manager to execute a Compliance Agreement with Jeffrey Parks for code enforcement resolution.

ADDITIONAL BUSINESS & DISCUSSION ITEMS:

1. Recology contract expiration in December 2020.
2. RCW 9.46.240 Gambling Information, Transmitting or Receiving.
3. Review of preliminary City Council meeting agenda items.
4. Other.

ADJOURNMENT.

Carnation City Council Agenda Process Guidelines

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

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MINUTES OF THE REGULAR CITY COUNCIL MEETING

January 7, 2020

- OATH OF OFFICE:** City Clerk Mary Madole administered the Oath of Office to newly re-elected Councilmember Dustin Green.
- CALL TO ORDER:** Councilmember Kimberly Lisk called the regular meeting of the Carnation City Council to order at 7:00 PM in the Council Chambers at Carnation City Hall. Councilmember Dustin Green led the Pledge of Allegiance.
- ROLL CALL:** Councilmember Kim Lisk, Councilmember Dustin Green, Councilmember Tim Harris, Councilmember Jim Ribail, Councilmember Adair Hawkins, City Manager Amy Arrington, City Clerk Mary Madole, City Planner Amanda Smeller, Treasurer Kelly Russell, and citizens present.
- APPROVAL OF AGENDA:** MOTION BY COUNCILMEMBER HARRIS AND SECOND BY COUNCILMEMBER GREEN TO APPROVE THE AGENDA AS PRESENTED. Councilmember Ribail said that he would like to discuss a Port of Seattle grant under Other Business. MOTION PASSED UNANIMOUSLY (5-0).
- AB20-01 – ELECTION OF MAYOR.** Councilmember Lisk requested nominations to elect a Mayor for 2020 and 2021. COUNCILMEMBER RIBAIL NOMINATED COUNCILMEMBER LISK TO SERVE AS MAYOR FOR THE YEARS 2020 AND 2021. No further nominations were offered. Councilmember Lisk called for votes. Five (5) votes were cast for Councilmember Lisk. COUNCILMEMBER KIMBERLY LISK WAS ELECTED TO THE POSITION OF MAYOR FOR 2020 AND 2021.
- AB20-02 – ELECTION OF DEPUTY MAYOR.** Mayor Lisk requested nominations to elect a Deputy Mayor for 2020. COUNCILMEMBER HAWKINS NOMINATED COUNCILMEMBER RIBAIL TO SERVE AS DEPUTY MAYOR FOR THE YEAR 2020. No further nominations were offered. Mayor Lisk called for votes. Five (5) votes were cast for Councilmember Ribail. COUNCILMEMBER JIM RIBAIL WAS ELECTED TO THE POSITION OF DEPUTY MAYOR FOR 2020.
- CONSENT AGENDA:** MOTION BY COUNCILMEMBER GREEN AND SECOND BY DEPUTY MAYOR RIBAIL TO ADOPT THE CONSENT AGENDA AS PRESENTED. MOTION PASSED UNANIMOUSLY (5-0), THE FOLLOWING ITEMS WERE APPROVED:
- Minutes of the Special & Regular City Council Meetings – December 17, 2019.
 - December 2019 Claims Check Vouchers numbered 35215 – 35239 in the amount of \$98,488.16.
 - January 2020 Claims Check Vouchers numbered 35240 – 35251 in the amount of \$27,466.94.
 - December 2019 Payroll Direct Deposits and Checks numbered 14276 – 14288 in the amount of \$106,211.74.
 - **AB20-03 – Motion.** Authorizing the City Manager to execute an ILA with King County for 2020-2025 Parks Levy distributions.
- REPORTS & REQUESTS:** Councilmember Hawkins reported that she and Mayor Lisk met with staff from Representative Susan DelBene’s Office earlier in the day and discussed grant funding opportunities.
Mayor Lisk reported that she and Councilmember Harris held a Coffee with Council on

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MINUTES OF THE REGULAR CITY COUNCIL MEETING

January 7, 2020

December 28th.

STAFF REPORTS:

City Manager Arrington reported that Deputy George Davidson is still interested in serving as Carnation’s dedicated police officer, and is willing to serve in that role during Deputy Kim’s deployment beginning in March. She received additional comment on the 2020 Legislative Priorities after the Council’s December 17th meeting and forwarded the proposed revisions to the other Councilmembers for review. The Councilmembers reached consensus that the priorities are now finalized. The next Coffee with Council will be held on January 25th with Councilmembers Green and Hawkins.

CITIZEN COMMENTS & REQUESTS:

Brenda Zimmer, Chamber of Commerce Treasurer, would like the City to apply for a \$5,000 grant from the Port of Seattle to help the Chamber of Commerce support the businesses during the construction phase of the Tolt Ave CBD Improvement Project.

Michael Fiset, has lived in the area approximately 27 years and thinks the Christmas lights are one of the many special things in Carnation. But the lights are looking old and tired and need to be replaced, so Mr. Fiset presented the City with a \$10,000 check as a donation from himself and his wife Gina to replace the lights.

Lisa Yeager, Sno-Valley Senior Center Executive Director, invited the Councilmembers to the spaghetti dinner at the Senior Center on January 23rd.

ADDITIONAL BUSINESS & DISCUSSION ITEMS:

Council Study Committee appointments: Agreement was reached on the following appointments to the Council Study Committees for 2020:

Study Committee	Chairperson	Second	Alternate
Community Development	Mayor Kim Lisk	Councilmember Tim Harris	Councilmember Adair Hawkins
Finance & Operations	Deputy Mayor Jim Ribail	Councilmember Tim Harris	Mayor Kim Lisk
Public Health & Safety	Councilmember Dustin Green	Councilmember Adair Hawkins	Deputy Mayor Jim Ribail
Utilities & Public Facilities	Mayor Kim Lisk	Deputy Mayor Jim Ribail	Councilmember Tim Harris

Council Liaison appointments: Agreement was reached on the following appointments as Council Liaisons for 2020. Text with strikethrough or underline indicates a proposed revision to the list with a future amendment to the Council Rules of Procedure:

Agency, Board or Committee	2020 Assignments	
	Primary	Secondary
1. American Legion	Lisk	Green
2. Camp Korey at Carnation Farm		
3. Carnation Chamber of Commerce	Lisk	Ribail
4. Carnation-Duvall Citizen Corps Council/CERT	Green	Hawkins
5. Carnation Farmers Market/Sno-Valley Tilth	Lisk	Green
6. Carnation Fourth of July Committee		
7. Cascade Community Theatre		
8. Eastside Human Services Forum		

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9.	Joint Recommendations Committee (JRC)/CDBG	Lisk	Ribail
10.	Hopelink	Green	Harris
11.	King County Flood Control Zone District Advisory Committee	Hawkins	Lisk
12.	Puget Sound Regional Council	Lisk	Ribail
13.	Riverview School District (including REF and PTSA)	Lisk	Green
14.	Seattle Public Utilities	Green	Hawkins
15.	Snoqualmie Valley Community Network	Lisk	Hawkins
16.	Snoqualmie Valley Governments Association	(CoW)	
17.	Snoqualmie Valley Watershed Forum/King Conservation District (KCD)/WRIA 7	Ribail	Harris
18.	Sno-Valley Senior Center	Ribail	Lisk
19.	Sound Cities Association (SCA) & Public Issues Committee (PIC)	Green	Lisk
20.	Tolt Historical Society	Lisk	Harris
	<u>Riverview School District Community Wellness Task Force</u>	Lisk	Ribail
	<u>Snoqualmie Valley Transit Coalition</u>	Lisk	Hawkins

Appearance of Fairness Doctrine Procedural Requirements: City Planner Smeller provided an overview of the Appearance of Fairness Doctrine and the requirements for quasi-judicial proceedings such as disclosure of ex parte communication.

The Council reviewed and discussed the preliminary agenda items for upcoming meetings.

Other: Deputy Mayor Ribail reported that the Port of Seattle has \$5,000 grants available with a 50% match requirement that could help local businesses during the construction phase of the Tolt Ave CBD Improvement Project. Staff was directed to work with the Chamber of Commerce on a grant application.

ADJOURNMENT: There being no further business before the City Council, the meeting adjourned by common consent at 8:22 PM.

CLOSED SESSION: Pursuant to RCW 42.30.140(4)(b) the City Council adjourned into a closed session to discuss collective bargaining negotiations and the collective bargaining agreement proposed by the bargaining unit.

Approved at the regular meeting of the Carnation City Council on January 21, 2020.

MAYOR, KIMBERLY LISK

CITY CLERK, MARY MADOLE

CITY OF CARNATION
CLAIMS VOUCHER
CERTIFICATION AND APPROVAL

We, the undersigned members of the Carnation City Council, do hereby attest that claims check numbers **35252** through **35277** in the amount of **\$152,791.53**, have been approved for payment by motion of the Carnation City Council at a regular meeting this 21st day of January, 2020.

<u>FUND#</u>	<u>FUND NAME</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
001	GENERAL	ACCOUNTS PAYABLE	\$ 35,397.72
101	STREET	Jan-20	\$ 8,896.33
106	CEMETERY		\$ 406.98
107	EQUIPMENT REPLACEMENT		\$ 240.83
108	PARK DEVELOPMENT		\$ -
109	TRAFFIC IMPACT FEE		\$ -
201	LTGO BOND REDEMPTION FUND		\$ -
301	CAPITAL IMPROVEMENT		\$ -
401	WATERWORKS OPERATING		\$ 105,642.57
402	WATER CAPITAL REPLACEMENT		\$ -
404	WATER BOND REDEMPTION		\$ -
406	LANDFILL ASSURANCE		\$ 348.29
407	SEWER DEBT SERVICE		\$ -
408	SEWER CAPITAL PROJECTS		\$ 1,271.91
633	TRUST		\$ 586.90
		TOTAL CLAIMS	\$ 152,791.53

Jim Ribail, Deputy Mayor
 Finance & Operations Committee

Invoices, Register & Voucher Review by:

Adair Hawkins, Councilmember

/ /
 Date

Tim Harris, Councilmember
 Finance & Operations Committee

Pursuant to CMC 3.12.030, the blanket voucher is to be signed by at least two members of the council committee after council approval.



Voucher Directory

Fiscal : 2020 - January
Council Date : 2020 - January - Jan 21 Claims

Vendor	Number	Reference	Account Number	Description	Amount
ALL STAR Heating & Air Conditioning	35256			2020 - January - Jan 21 Claims	
		8008603			
			Furnace Repairs		
			001-000-518-10-48-00	City Hall R&M	\$185.61
			001-000-558-50-48-00	City Hall R&M	\$125.11
			101-000-518-10-48-01	City Hall R&M	\$49.50
			401-000-518-30-48-01	City Hall R & M	\$327.22
		Total 8008603			\$687.44
	Total 35256				\$687.44
Total ALL STAR Heating & Air Conditioning					\$687.44
AM TEST, INC	35257			2020 - January - Jan 21 Claims	
		113891			
			Monthly Water Testing		
			401-000-534-60-41-03	Water Testing	\$100.00
		Total 113891			\$100.00
	Total 35257				\$100.00
Total AM TEST, INC					\$100.00
ANNE RICHTER	35258			2020 - January - Jan 21 Claims	
		357000.0 Refund			
			Final Utility Bill Overpayment		
			633-000-589-90-01-00	Utility Bill Refund	\$417.87
		Total 357000.0 Refund			\$417.87
	Total 35258				\$417.87
Total ANNE RICHTER					\$417.87
AQSEPTENCE GROUP INC	35259			2020 - January - Jan 21 Claims	
		90187812/80159241			
			Vac Station Oil Change		
			401-000-535-80-48-01	Sewer R&M ~ Vac Station	\$6,406.67
		Total 90187812/80159241			\$6,406.67

Vendor	Number	Reference	Account Number	Description	Amount
		90188599/80159865			
			5th Vac Pump		
			408-271-594-35-63-01	Construction	\$1,271.91
		Total 90188599/80159865			\$1,271.91
	Total 35259				\$7,678.58
Total AQSEPTENCE GROUP INC					\$7,678.58
AWC RMSA ~ Liability Insurance					
35260				2020 - January - Jan 21 Claims	
	79598				
		2020 RMSA Assessment			
		001-000-518-10-46-00		Liability Insurance	\$11,200.71
		001-000-558-50-46-00		Liability Insurance	\$13,659.40
		101-000-543-30-46-00		Liability Insurance	\$5,873.54
		106-000-536-10-46-00		Liability Insurance	\$341.48
		401-000-534-10-46-00		Liability Insurance	\$18,440.19
		401-000-535-10-46-00		Liability Insurance	\$18,440.19
		406-000-537-30-46-00		Liability Insurance	\$341.49
	Total 79598				\$68,297.00
	Total 35260				\$68,297.00
Total AWC RMSA ~ Liability Insurance					\$68,297.00
Bank of America					
35254				2020 - January - Jan 21 Claims	
	2495...121919				
		001-000-511-30-41-04		CMC Codification/Oath Recording	\$213.91
		001-000-511-60-31-00		Office/Operating Supplies	\$47.50
		001-000-511-60-43-02		Meals ~ SCA, SVGA, Etc	\$11.91
		001-000-511-60-43-02		Meals ~ SCA, SVGA, Etc	\$27.62
		001-000-513-10-43-02		Meals ~ SCA, SVGA, CM, Etc	\$10.71
		001-000-518-10-31-00		Office/Operating Supplies	\$68.36
		001-000-518-10-41-04		Computer Network Support	\$89.68
		001-000-518-10-47-05		Utilites: Combined Water/Sewer	\$55.42
		001-000-525-60-49-00		Emergency Radio Service Fee	\$9.99
		001-000-558-50-31-00		Office/Operating Supplies	\$379.12
		001-000-558-50-31-00		Office/Operating Supplies	\$46.08
		001-000-558-50-41-04		Computer Network Support	\$60.45
		001-000-558-50-47-05		Utilities: Combined Water/Sewer	\$37.36
		001-000-558-50-49-02		Dues/Memberships	\$105.00
		001-000-558-60-41-07		Cost Recovery Engineering	\$26.25
		001-000-558-60-49-01		Training/Tuition	\$35.00
		001-000-573-90-41-01		Holiday Deco/lighting	\$34.74
		001-000-573-90-41-01		Holiday Deco/lighting	\$15.73
		001-000-573-90-41-01		Holiday Deco/lighting	\$8.44
		001-000-573-90-41-01		Holiday Deco/lighting	\$14.28
		001-000-573-90-41-01		Holiday Deco/lighting	\$34.90

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-573-90-41-01	Holiday Deco/lighting	\$14.11
			001-000-576-80-20-01	Union Boot/Clothing Allowance	\$7.75
			001-000-576-80-31-00	Operating Supplies	\$27.10
			001-000-576-80-35-00	Small Tools & Equipment	\$1.71
			001-000-576-80-47-01	Utilities: Water	\$192.40
			001-000-576-80-47-05	Utilities: Water/Sewer Combine	\$30.12
			001-000-576-80-48-05	Vehicle Repairs & Maintenance	\$9.34
			101-000-542-40-20-01	Union Boot/Clothing Allowance	\$7.75
			101-000-542-40-35-00	Small Tool & Equipment	\$1.71
			101-000-542-40-47-05	Utilities: Combined Water/Sewer	\$12.19
			101-000-542-40-48-02	Vehicle Repairs & Maintenance	\$3.87
			101-000-542-90-20-01	Union Boot/Clothing Allow	\$7.75
			101-000-542-90-48-01	Vehicle Repair & Maintenance	\$17.08
			101-000-543-10-41-04	Computer Network Support	\$23.91
			101-000-543-30-31-00	Office/Operating Supplies	\$18.23
			101-000-543-50-35-00	Small Tools & Equipment	\$1.71
			101-000-543-50-47-05	Utilities: Combined Water/Sewer	\$14.78
			101-000-543-50-47-05	Utilities: Combined Water/Sewer	\$57.01
			101-250-542-30-20-01	Union Boot/Clothing Allowance	\$7.75
			101-250-542-30-35-00	Small Tools & Equipment	\$1.71
			106-000-536-20-20-01	Union Boot/Clothing Allowance	\$7.75
			106-000-536-20-47-01	Utilities: Water	\$42.09
			106-000-536-50-35-00	Small Tools & Equipment	\$1.71
			107-000-594-18-46-01	2019 Shop Break In	\$240.83
			401-000-534-10-20-01	Union Boot/Clothing Allowance	\$7.75
			401-000-534-60-48-00	Vehicle Repairs & Maintenance	\$39.51
			401-000-534-80-31-00	Operating Supplies	\$51.62
			401-000-534-80-31-00	Operating Supplies	\$27.14
			401-000-534-80-31-00	Operating Supplies	\$207.11
			401-000-534-80-31-02	Operating Supplies: Chlorine	\$5.97
			401-000-534-80-35-00	Small Tools & Equipment	\$1.71
			401-000-534-80-48-00	Repairs & Maintenance	\$6.07
			401-000-534-80-48-03	Emergency Water System Repairs	\$20.37
			401-000-534-80-48-03	Emergency Water System Repairs	\$9.76
			401-000-534-80-49-00	Annual Operator Permits	\$21.00
			401-000-535-10-20-01	Union Boot/Clothing Allowance	\$7.75
			401-000-535-60-41-03	Emergent Conveyance System Repairs	\$18.44
			401-000-535-60-41-03	Emergent Conveyance System Repairs	\$18.15
			401-000-535-60-41-03	Emergent Conveyance System Repairs	\$23.87
			401-000-535-60-41-03	Emergent Conveyance System Repairs	\$14.11
			401-000-535-60-48-00	Vehicle Repairs & Maintenance	\$44.07
			401-000-535-80-35-00	Small Tools & Equipment	\$1.71
			401-000-535-80-47-01	Utilities: Water	\$67.91
			401-000-538-10-31-00	Office/Operating Supplies	\$120.51
			401-000-538-10-41-06	Computer Network Support	\$158.10
			401-000-538-10-42-02	Communications: Telephone	\$14.99

Vendor	Number	Reference	Account Number	Description	Amount
			401-000-538-10-47-05	Utilities: Combined Water/Sewer	\$166.45
			401-000-538-10-47-05	Utilities: Combined Water/Sewer	\$259.96
			401-000-538-10-47-05	Utilities: Combined Water/Sewer	\$97.70
		Total 2495...121919			\$3,494.54
	Total 35254				\$3,494.54
Total Bank of America					\$3,494.54
BUTTONSMITH, INC					
	35261			2020 - January - Jan 21 Claims	
		D280			
			Ribail & Green business cards		
			001-000-511-60-31-00	Office/Operating Supplies	\$43.44
		Total D280			\$43.44
	Total 35261				\$43.44
Total BUTTONSMITH, INC					\$43.44
Carnation Post Office ~ Utility Bills					
	35252			2020 - January - Jan 21 Claims	
		Jan2020Bills			
			001-000-518-10-42-01	Communications: Postage	\$39.16
			401-000-538-10-42-01	Communications: Postage	\$352.39
		Total Jan2020Bills			\$391.55
	Total 35252				\$391.55
Total Carnation Post Office ~ Utility Bills					\$391.55
Davidson-Macri Sweeping Inc					
	35262			2020 - January - Jan 21 Claims	
		205056			
			Section 1 Sweeping		
			101-000-542-40-41-06	Street Cleaning	\$268.04
		Total 205056			\$268.04
		205058			
			Section 3 Sweeping		
			101-000-542-40-41-06	Street Cleaning	\$301.55
		Total 205058			\$301.55
	Total 35262				\$569.59
Total Davidson-Macri Sweeping Inc					\$569.59
GreatAmerica Financial Svcs					
	35255			2020 - January - Jan 21 Claims	
		26131632			
			001-000-518-10-45-01	Postage Meter	\$160.30
			001-000-558-50-45-01	Postage Meter Lease	\$108.06
			101-000-543-30-45-01	Postage Meter Lease	\$42.75

Vendor	Number	Reference	Account Number	Description	Amount
			401-000-538-10-45-01	Postage Meter Lease	\$282.61
		Total 26131632			\$593.72
	Total 35255				\$593.72
Total GreatAmerica Financial Svcs					\$593.72
ICMA Retirement Corporation					
35263					
		43208		2020 - January - Jan 21 Claims	
			Q4 2019		
			001-000-513-10-20-01	Retirement Plan Admin Fees	\$125.00
		Total 43208			\$125.00
	Total 35263				\$125.00
Total ICMA Retirement Corporation					\$125.00
InvoiceCloud					
35264					
		1354-2019_12		2020 - January - Jan 21 Claims	
			001-000-514-20-41-05	Electronic Payment Processing Fees	\$65.04
			401-000-514-20-41-05	Electronic Payment Processing Fees	\$585.41
		Total 1354-2019_12			\$650.45
	Total 35264				\$650.45
Total InvoiceCloud					\$650.45
KC Finance - INET Billing					
35265					
		11008683		2020 - January - Jan 21 Claims	
			December Services		
			001-000-518-10-42-04	Communications: I-NET,Wan,Web	\$33.75
			001-000-558-50-42-04	Communications: INET/Web	\$45.00
			001-406-521-20-42-04	Communications/INET	\$71.25
			101-000-543-10-41-04	Computer Network Support	\$37.50
			401-000-538-10-42-04	Communications: INET/Web	\$187.50
		Total 11008683			\$375.00
	Total 35265				\$375.00
Total KC Finance - INET Billing					\$375.00

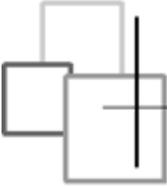
Vendor	Number	Reference	Account Number	Description	Amount
KC Finance - Radio Comm Services					
	35266			2020 - January - Jan 21 Claims	
		15468			
				December Services	
			001-000-525-60-49-00	Emergency Radio Service Fee	\$31.76
			101-000-525-60-49-00	Emergency Radio Service Fee	\$31.76
			401-000-525-60-49-00	Emergency Radio Service Fee	\$63.54
		Total 15468			\$127.06
	Total 35266				\$127.06
Total KC Finance - Radio Comm Services					\$127.06
KC Finance - Sewer Facility Ops					
	35267			2020 - January - Jan 21 Claims	
		30028687			
			401-000-535-60-51-01	KC Facility Operating Costs	\$53,761.38
		Total 30028687			\$53,761.38
	Total 35267				\$53,761.38
Total KC Finance - Sewer Facility Ops					\$53,761.38
McCARTHY & CAUSSEAU					
	35268			2020 - January - Jan 21 Claims	
		9053-00M ~ Stmt 9			
				MainVue PH	
			001-000-558-60-41-07	Cost Recovery Engineering	\$3,175.00
		Total 9053-00M ~ Stmt 9			\$3,175.00
	Total 35268				\$3,175.00
Total McCARTHY & CAUSSEAU					\$3,175.00
MUDFLAP MOBILE MECHANIC, INC					
	35269			2020 - January - Jan 21 Claims	
		4764			
				Colorado Repairs	
			001-000-576-80-48-05	Vehicle Repairs & Maintenance	\$88.39
			101-000-542-40-48-02	Vehicle Repairs & Maintenance	\$34.00
			101-000-542-90-48-01	Vehicle Repair & Maintenance	\$224.37
			106-000-536-50-48-02	Repairs & Maintenance	\$6.80
			401-000-534-60-48-00	Vehicle Repairs & Maintenance	\$159.78
			401-000-535-60-48-00	Vehicle Repairs & Maintenance	\$159.78
			406-000-537-30-48-00	Repairs & Maintenance	\$6.80
		Total 4764			\$679.92
	Total 35269				\$679.92
Total MUDFLAP MOBILE MECHANIC, INC					\$679.92

Vendor	Number	Reference	Account Number	Description	Amount
Puget Sound Clean Air Agency	35270			2020 - January - Jan 21 Claims	
		024			
			2020 Assessment		
			001-000-554-90-51-00	Pollution Control (PSCAA)	\$1,566.00
		Total 024			\$1,566.00
	Total 35270				\$1,566.00
Total Puget Sound Clean Air Agency					\$1,566.00
Puget Sound Energy	35271			2020 - January - Jan 21 Claims	
		200000861142/ 0120			
			City Hall ~ Natural Gas		
			001-000-518-10-47-03	Utilities: Natural Gas	\$58.29
			001-000-558-50-47-03	Utilities: Natural Gas	\$39.29
			101-000-542-40-47-03	Utilities: Natural Gas	\$2.16
			101-000-543-50-47-03	Utilities - Natural Gas	\$13.38
			401-000-538-10-47-03	Utilities: Natural Gas	\$102.75
		Total 200000861142/ 0120			\$215.87
		200002595284/ 0120			
			Hockert Park		
			001-000-576-80-47-02	Utilites: Electric	\$20.25
		Total 200002595284/ 0120			\$20.25
		200007438688/ 0120			
			Community Shelter		
			001-000-576-80-47-02	Utilites: Electric	\$29.35
		Total 200007438688/ 0120			\$29.35
		200007451764/ 0120			
			2400 344th Avenue NE		
			401-000-534-80-47-02	Utilities - Electric	\$176.44
		Total 200007451764/ 0120			\$176.44
		200009375045/ 0120			
			Vac Station		
			401-000-535-80-47-02	Utilities: Electric	\$3,495.37
		Total 200009375045/ 0120			\$3,495.37
		200009375466/ 0120			
			Sewer Odor Monitor		
			401-000-535-80-47-02	Utilities: Electric	\$10.45
		Total 200009375466/ 0120			\$10.45
		200011379118/ 0120			
			Memorial Park		
			001-000-576-80-47-02	Utilites: Electric	\$13.25
		Total 200011379118/ 0120			\$13.25

Vendor	Number	Reference	Account Number	Description	Amount
		200012230070/ 0120			
			Entwistle & Milwaukee		
			401-000-534-80-47-02	Utilities - Electric	\$162.45
		Total 200012230070/ 0120			\$162.45
		200013067232/ 0120			
			City Shop		
			001-000-576-80-47-02	Utilites: Electric	\$13.00
			101-000-542-40-47-02	Utilities: Electric	\$5.26
			101-000-543-50-47-02	Shop Utilities - Electric	\$24.61
			401-000-538-10-47-02	Utilities: Electric	\$111.94
		Total 200013067232/ 0120			\$154.81
		200017060134/ 0120			
			Tolt Commons		
			001-000-576-80-47-02	Utilites: Electric	\$31.00
		Total 200017060134/ 0120			\$31.00
		20014375857/ 0120			
			City Hall ~ Electric		
			001-000-518-10-47-02	Utilites: Electric	\$129.11
			001-000-558-50-47-02	Utilites: Electric	\$87.03
			101-000-542-40-47-02	Utilities: Electric	\$4.78
			101-000-543-50-47-02	Shop Utilities - Electric	\$29.65
			401-000-538-10-47-02	Utilities: Electric	\$227.62
		Total 20014375857/ 0120			\$478.19
		300000001242/ 0120			
			Citywide Street lights		
			101-000-542-63-47-00	Street Lighting	\$1,634.57
		Total 300000001242/ 0120			\$1,634.57
	Total 35271				\$6,422.00
Total Puget Sound Energy					\$6,422.00
Riverview School Dist 407					
	35272				
			2020 - January - Jan 21 Claims		
		1000002255			
			10.29.19 Dam Event		
			001-000-525-60-41-01	Disaster Preparedness ~ Dam Drill	\$323.00
		Total 1000002255			\$323.00
	Total 35272				\$323.00
Total Riverview School Dist 407					\$323.00

Vendor	Number	Reference	Account Number	Description	Amount
SARAH WILSON					
	35273			2020 - January - Jan 21 Claims	
		662001.0 Refund			
			Final Utility Bill Overpayment		
			633-000-589-90-01-00	Utility Bill Refund	\$169.03
		Total 662001.0 Refund			\$169.03
	Total 35273				\$169.03
Total SARAH WILSON					\$169.03
SCA					
	35274			2020 - January - Jan 21 Claims	
		3380			
			2020 Dues		
			001-000-518-90-49-00	Miscellaneous Dues & Fees	\$1,479.30
		Total 3380			\$1,479.30
	Total 35274				\$1,479.30
Total SCA					\$1,479.30
Sound Publishing, Inc					
	35275			2020 - January - Jan 21 Claims	
		SVR886435			
			MainVue Closed Record		
			001-000-511-30-41-01	Legal Notices: Cost Recovery	\$69.98
		Total SVR886435			\$69.98
	Total 35275				\$69.98
Total Sound Publishing, Inc					\$69.98
Tolt River Highlands HOA					
	35276			2020 - January - Jan 21 Claims	
		Lot W 2020 HOA Dues			
			001-000-518-90-49-00	Miscellaneous Dues & Fees	\$700.00
		Total Lot W 2020 HOA Dues			\$700.00
	Total 35276				\$700.00
Total Tolt River Highlands HOA					\$700.00
Verizon Wireless					
	35277			2020 - January - Jan 21 Claims	
		9845706485			
			001-000-518-10-42-03	Communications: Cellular	\$12.61
			101-000-542-40-42-03	Communications/Cellular Phone	\$9.01
			101-000-543-30-42-03	Communications/Cellular Phone	\$14.41
			401-000-538-10-42-03	Communications: Cellular Phone	\$144.13
		Total 9845706485			\$180.16
	Total 35277				\$180.16
Total Verizon Wireless					\$180.16

Vendor	Number	Reference	Account Number	Description	Amount
WEX BANK ~ SHELL FLEET					
	35253		2020 - January - Jan 21 Claims		
		62943285			
			001-000-576-80-32-00	Fuel	\$54.30
			101-000-542-30-32-00	Fuel	\$84.31
			101-000-542-40-32-00	Fuel	\$35.73
			106-000-536-50-32-01	Fuel	\$7.15
			401-000-534-80-32-00	Fuel	\$266.52
			401-000-535-80-32-00	Vehicle Fuel	\$266.51
		Total 62943285			\$714.52
	Total 35253				\$714.52
Total WEX BANK ~ SHELL FLEET					\$714.52
Grand Total		Vendor Count	26		\$152,791.53



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2020 - January - Jan 21 Claims

Fund Number	Description	Amount
001	General Fund	\$35,397.72
101	Street Fund	\$8,896.33
106	Cemetery Fund	\$406.98
107	Equipment Replacement Fund	\$240.83
401	Water & Sewer Utility Fund	\$105,642.57
406	Landfill Financial Assurance	\$348.29
408	Sewer Capital Fund	\$1,271.91
633	Trust Fund	\$586.90
	Count: 8	\$152,791.53



CARNATION CITY COUNCIL AGENDA BILL

TITLE: An Ordinance amending the City's Official Zoning Map; approving a request to reclassify the zoning designation of Parcel Numbers 212507-9063, 212507-9062, and 212507-9035 from Light Industrial/Manufacturing and Service Commercial to Residential 12, and setting forth findings and conclusions.	Agenda Bill No.:	AB20-04
	Type of Action:	ORDINANCE
	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Planner
EXHIBITS: <ul style="list-style-type: none"> Staff memorandum Proposed Ordinance No. <____> 	Date Submitted:	01/16/2020
	For Agenda of:	01/21/2020
	Expenditure Required:	
	Amount Budgeted:	
	Appropriation Required:	
SUMMARY STATEMENT AND DISCUSSION: <p>MainVue Homes LLC has applied for a site-specific rezone for three contiguous properties located along Tolt Avenue and known as assessor parcel numbers 212507-9063, 212507-9062, and 212507-9035. The subject properties are currently zoned Light Industrial/Manufacturing and Service Commercial. The request is to rezone all three parcels to Residential 12.</p> <p>Please see attached staff memo.</p>		
RECOMMENDED ACTION: I move to approve an ordinance amending the zoning designation on tax parcels 212507-9063, 212507-9062, and 212507-9035 from Light Industrial/Manufacturing and Service Commercial to Residential 12.		
LEGISLATIVE HISTORY: The City of Carnation Hearing Examiner held a public hearing for this matter on December 10, 2019.		
ACTION TAKEN		
MOTION AS PROPOSED		
Motion made by:		
Second by:		
	YES Vote	NO Vote
Hawkins		
Ribail		
Harris		
Lisk		
Green		
Passed/Failed		
Ordinance/Resolution No.:		
MOTION AS AMENDED		
Motion made by:		
Second by:		
	YES Vote	NO Vote
Hawkins		
Ribail		
Harris		
Lisk		
Green		
Passed/Failed		
Ordinance/Resolution No.:		



MEMORANDUM

To: Carnation City Council

Subject: MainVue Homes LLC site-specific rezone (REZ 17-0001)

Origin: Amanda Smeller, City Planner

Date Submitted: 01/16/2020

Agenda Date: 01/21/2020

The decision before you tonight is to consider whether to approve the MainVue Homes LLC site-specific rezone request for parcels 212507-9063, 212507-9062, and 212507-9035. The request is to rezone the subject parcels from Light Industrial/Manufacturing and Service Commercial to Residential 12.

The parcels have a future land use map (Comprehensive Plan) designation of High Density Residential (HDR). City Council amended the future land use map in 2015 during the Comprehensive Plan periodic update and assigned the HDR designation on these parcels. The zoning districts that support HDR are R12, R24, and RMHP (Residential Mobile Home Park).

There is a full closed record for you to base your decision on. The Hearing Examiner provided a recommendation to approve the rezone. Staff provided a staff report to the Hearing Examiner prior to the December 10, 2019 public hearing showing how the proposed rezone meets the intent of the Comprehensive Plan and recommending approval. The City of Carnation is a Growth Management Act (GMA) community. GMA calls for consistency among Comprehensive Plans and zoning regulations. By approving this proposed rezone, the City will bring the zoning for these three properties into conformance with our current Comprehensive Plan. You can see from the Hearing Examiner's recommendation how the rezone furthers the goals and policies of our current Comprehensive Plan, as well as aligns the zoning/uses for said properties.

The decision to approve the rezone lies with City Council. While not required to approve the request, should you choose to deny the request, you must provide findings of fact as to why. This is an appealable decision.

Approving the rezone does not automatically approve any future development on the site. The rezone is separate from any future development on the site. Any proposal will have to go through a separate review process. A long plat is reviewed and decided upon by the Hearing Examiner. City Council reviews and decides upon final plat.

ATS
01/16/20

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF CARNATION, WASHINGTON, AMENDING THE CITY'S OFFICIAL ZONING MAP; APPROVING A REQUEST TO RECLASSIFY THE ZONING DESIGNATION OF PARCEL NOS. 212507-9063, 212507-9062, AND 212507-9035 FROM LIGHT INDUSTRIAL / MANUFACTURING (LI/M) AND SERVICE COMMERCIAL (SC) TO RESIDENTIAL 12 (R 12); SETTING FORTH FINDINGS AND CONCLUSIONS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, MainVue Homes LLC submitted an application to the City requesting a site-specific rezone of three contiguous parcels of real property located along Tolt Avenue and designated as Tax Parcel Nos. 212507-9063, 212507-9062, and 212507-9035, respectively (“collectively, the Property”); and

WHEREAS, the City of Carnation Hearing Examiner conducted a public hearing on the proposed rezone on December 10, 2019, and provided a recommendation to the City Council; and

WHEREAS, the City Council reviewed the record at a closed record proceeding, and carefully considered all relevant testimony and written materials submitted at said hearing or otherwise made part of the administrative record; and

WHEREAS, for the reasons set forth herein and/or incorporated herein by reference, the City Council has determined that the applicant's request to rezone the Property from LI/M and SC to R12 satisfies all relevant decisional criteria and should be granted; NOW, THEREFORE,

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

Section 1. Findings and Conclusions. The City Council adopts the above recitals as findings in support of this ordinance. The Council further specifically finds and concludes as follows:

A. The Hearing Examiner's recommendation, dated December 23, 2019 for this matter is hereby adopted as City Council findings as fully as if set forth herein.

B. The City Council has not considered any representations made by the applicant that if the rezone is granted the Property will be used for only one of the possible range of uses permitted in the requested classification. The Council has instead considered whether the entire range of permitted uses in the requested classification is more appropriate than the range of uses in the existing classification. The Council has made this determination based upon due consideration of the City's zoning code, specifically including without limitation the expressed purposes of and allowed uses within the Urban Residential zoning districts as expressed in CMC 15.36.010.

C. The City Council has not regarded as controlling any advantages or disadvantages to the applicant but has instead considered the impact of the proposed rezone on the public at large.

D. The zone reclassification effectuated under this ordinance has been processed in material compliance with all applicable state and local procedural requirements, specifically including without limitation all required public notices.

E. The zone reclassification effectuated under this ordinance satisfies the decisional criteria codified at CMC 15.100.070(A) as follows:

(1) *The proposed rezone advances the public health, safety or welfare.*

CMC 15.100.070(A)(1). The proposed rezone will allow high density housing that should provide reasonably affordable residential dwellings in an area served by all urban level facilities and services such as municipal water, sewers, electricity, and public streets. Any residential project approved for the site will include sidewalk and trail connectivity and will also provide pedestrian access to the abutting Tolt Middle School. The site also abuts the Eastside Fire District fire station at its northwest corner that can provide immediate emergency response. Frontage improvements must include curbs, sidewalk, and gutter to match the Tolt Avenue Action Plan.

(2) *The proposed rezone is consistent with and implements the*

comprehensive plan. CMC 15.100.070(A)(2). The rezone is consistent with and will implement relevant provisions of the City’s comprehensive plan, specifically including without limitation the following goals and policies.

a. Land Use Map. The Land Use Map designation for the

Property is High Density Residential, which corresponds to the R12 zone. The requested rezone is consistent with and will implement this designation.

b. Land Use Element—Chapter 3. The following Land Use

Element goals and policies are met by the proposed rezone:

Policy LU2.1. Encourage new development that provides a variety of housing densities, types, sizes, costs and locations to meet future demand for a full range of housing options, including housing that is affordable to all segments of the population.

Policy LU4.1: Ensure that new development does not outpace the City’s ability to provide and maintain adequate public facilities and services by allowing new development to occur only when and where adequate facilities exist or will be provided.

Goal H1: Ensure adequate housing for all current and future residents of Carnation by achieving and maintaining a high-quality residential housing stock.

The R12 zone requires a mixture of single-family and multi-family type housing units. The proposed rezone will allow high density housing that should provide reasonably affordable residential dwellings in an area served by all urban level facilities and services such as municipal water, sewers, electricity, and public streets. This area of the city is planned for homes under the current Comprehensive Plan and is currently underserved. This creates another option to meet projected growth targets. The R12 zone has design standard that will apply to the new development. The City's wastewater and sewer systems have adequate capacity to support all developable land within the Urban Growth Area, including this property.

(3) *There has been a change in circumstance that supports the proposed rezone.* Since this property was first zoned Light Industrial/Manufacturing and Service Commercial, the City's population has increased and is projected to keep increasing in the future. According to the City's 2015 Comprehensive Plan, Carnation's population increased 79% from 1970 to 1980. It grew 31% from 1980 to 1990 and 52.3% from 1990 to 2000. While a new public sewer system was completed in 2008 that would enable increased density of development, a downturn in the economy that began in 2009 decreased the demand for new housing and the projected growth did not occur... As of the date of this land use element adoption, there are approximately 130 new residential lots in formation, with housing starts expected to be spread over the next several years. The 2020 Census of population will show significant population growth within the City.

(4) *The proposed rezone will not have a significant adverse impact upon surrounding properties.* The City's SEPA official issued a Mitigated Determination of Non-

significance for the proposed rezone, concluding that the reclassification of the Property to R12 would have no significant adverse environmental impact. The administrative record does not contain substantial, credible evidence undermining this conclusion or otherwise demonstrating that the rezone would have a significant adverse impact on surrounding properties. At such time that physical development of the Property is sought in the future, appropriate mitigation measures may be imposed as conditions of permit approval.

Section 2. Amendment of Official Zoning Map. The City's Official Zoning Map is hereby amended by the reclassification of Tax Parcel Nos. 212507-9063, 212507-9062, and 212507-9035 from LI/M and SC to R 12. Pursuant to CMC 15.36.110(B), the City Manager is authorized and directed to update the Official Zoning Map in accordance with this amendment.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Reconsideration; Effective Date. The effective date of this ordinance shall be delayed until expiration of the reconsideration period as follows:

A. In accordance with CMC 15.10.100, any party of record may file a written petition for reconsideration within 10 days of the City Council's adoption of this ordinance. If a timely reconsideration petition is filed, the City Council shall proceed to reconsider its original decision pursuant to the standards and procedures set forth in CMC 15.10.100(E); provided, that the City Council will not consider any new evidence and/or changes proposed by the applicant because of the closed record nature of the Council's proceeding.

B. If no timely reconsideration petition is filed, or if the City Council ultimately denies any such petition in accordance with CMC 15.10.100(E), this ordinance or a summary thereof consisting of the title shall thereafter be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after publication.

APPROVED by the Carnation City Council this ____ day of _____, 2020.

MAYOR, KIMBERLY LISK

ATTEST/AUTHENTICATED:

CITY CLERK, MARY MADOLE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
J. ZACHARY LELL

FILED WITH THE CITY CLERK: 01/17/2020
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:.....
ORDINANCE NO.



CARNATION CITY COUNCIL AGENDA BILL

<p>TITLE: A Motion appointing Bruce McDonald to Planning Board Position 3 and re-appointing Vito Romano to Planning Board Position 5 both with terms expiring in December 2023; and extending the terms for Planning Board Positions 2 and 4 held by Nate Johnson and Salwa Raphael through December 2021.</p> <p>EXHIBITS:</p> <ul style="list-style-type: none"> • Applications for Appointment 	Agenda Bill No.:	AB20-05			
	Type of Action:	MOTION			
	Origin: <i>(Council/Manager)</i>	Community Development Committee			
	Agenda Bill Author:	City Clerk			
	Date Submitted:	01/16/2020			
	For Agenda of:	01/21/2020			
	Expenditure Required:				
Amount Budgeted:					
Appropriation Required:					
<p>SUMMARY STATEMENT AND DISCUSSION:</p> <p>The terms for Planning Board Positions 3 and 5 expired at the end of 2019. The City advertised for applicants in early October and received three applications by the due date in mid-December. The Community Development Committee interviewed the applicants on January 13th and recommends that Bruce McDonald who resides on East Bird Street be appointed to Position 3, and that Vito Romano who resides on West Bird Street be re-appointed to Position 5.</p> <p>Additionally, in October 2019 the City Council passed Ordinance 921 increasing the terms for Planning Board members from two years to four years. During discussion of the code revision, agreement was reached to extend the terms for Planning Board Positions 2 and 4 as part of the conversion of the Planning Board to four year terms.</p>					
<p>RECOMMENDED ACTION: I move to appoint Bruce McDonald to Planning Board Position 3 and re-appoint Vito Romano to Planning Board Position 5 both with terms expiring in December 2023; and extend the terms for Planning Board Positions 2 and 4 held by Nate Johnson and Salwa Raphael through December 2021.</p>					
<p>LEGISLATIVE HISTORY:</p>					
ACTION TAKEN					
MOTION AS PROPOSED		MOTION AS AMENDED			
Motion made by:		Motion made by:			
Second by:		Second by:			
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Lisk			Lisk		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

OCT 09 2019
RECEIVED



CITY OF CARNATION

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

APPLICATION FOR APPOINTMENT TO CITY BOARD OR COUNCIL

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

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Planning Board | <input type="checkbox"/> City Council | <input type="checkbox"/> Police Advisory Committee |
| <input type="checkbox"/> Parks Committee | <input type="checkbox"/> Emergency Preparedness | <input type="checkbox"/> Other: |

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

I'm a Certified Residential Real Estate Appraiser and run my own small business here in Carnation. I think I can assist in the analysis of land use and infrastructure within the city.

GENERAL INFORMATION

Name: Bruce McDonald

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

Street Address:

Mailing Address:
PO BOX 236

Home Phone: None

Work/Message: 206-[REDACTED]

Email: [REDACTED]

CERTIFICATION AND LOCATION INFORMATION

Do you currently live within Carnation city limits? Yes No

How long have you lived in the Carnation area? Since July, 2016.

List all property you own or lease in Carnation:

[REDACTED]

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

[REDACTED]

List any professional certifications or licenses you hold:

State of Washington, Certified Residential Real Estate Appraiser. License Number: 1701505.

BACKGROUND AND EXPERIENCE:

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

- High School Graduate or GED Bachelors Degree in Economics
 Masters Degree in _____ Doctorate in _____
 Other (describe)

Work History (List most recent experience first):

- | | |
|-----------------------------------|--------|
| 1. Employer: Self Employed | Title: |
| Duties: | |
| 2. Employer: Self Employed | Title: |
| Duties: | |
| 3. Employer: Self Employed | Title: |
| Duties: | |

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

None

REFERENCES

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

- | | |
|---------------------------------|-------------------|
| 1. Name: Dave Wyrick | Phone: [REDACTED] |
| 2. Name: Debbie Green | Phone: [REDACTED] |
| 3. Name: Barbara Johnson | Phone: [REDACTED] |

SIGNATURE

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



Applicant Signature

10/09/2019
Date



CITY OF CARNATION

4621 TOLT AVENUE • PO BOX 1238 • CARNATION, WA 98014-1238
(425) 333-4192 phone • (425) 333-4336 fax • www.ci.carnation.wa.us



NOV 26 2019
RECEIVED

APPLICATION FOR APPOINTMENT TO CITY BOARD OR COUNCIL

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

- Planning Board City Council Police Advisory Committee
 Parks Committee Emergency Preparedness Other:

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

Serve the community

GENERAL INFORMATION

Name: *Vito Romano*

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

Street Address: [REDACTED]

Mailing Address:

PO Box 609.

Home Phone: *425-* [REDACTED]

Work/Mess: *425-* [REDACTED]

Email: [REDACTED]

CERTIFICATION AND LOCATION INFORMATION

Do you currently live within Carnation city limits? Yes No

How long have you lived in the Carnation area? *3 yrs*

List all property you own or lease in Carnation:

Home AT [REDACTED]

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

None

List any professional certifications or licenses you hold:

None

BACKGROUND AND EXPERIENCE:

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

- High School Graduate or GED
- Bachelors Degree in _____
- Masters Degree in _____
- Doctorate in _____
- Other (describe)

Work History (List most recent experience first):

- 1. Employer: COSTCO Title: DIRECTOR OPTICAL OPERATIONS (US)
Duties:
- 2. Employer: _____ Title: _____
Duties:
- 3. Employer: _____ Title: _____
Duties:

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

REFERENCES

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

- 1. Name: Debbie Rommo Phone: 425 [REDACTED]
- 2. Name: _____ Phone: _____
- 3. Name: _____ Phone: _____

SIGNATURE

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



Applicant Signature

11/26/19

Date



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A Motion approving the list of requests and petitions to be included in the 2020 Docket for amendments to the Carnation Comprehensive Plan and Land Use Code.	Agenda Bill No.:	AB20-06	
	Type of Action:	MOTION	
EXHIBITS: <ul style="list-style-type: none"> • Listing of all Requests 	Origin: <i>(Council/Manager)</i>	City Manager	
	Agenda Bill Author:	City Planner	
	Date Submitted:	01/16/2020	
	For Agenda of:	01/21/2020	
	Expenditure Required:		
	Amount Budgeted:		
	Appropriation Required:		
SUMMARY STATEMENT AND DISCUSSION: CMC 15.100.020(C) requires that the City Council consider the listing of requested annual docket items each year by the third Tuesday in January and accept or reject the items. Items that are accepted will be forwarded to the Planning Board for work and recommendation to the Council. Items that are rejected may not be reintroduced for at least two years. The attached listing includes seven requested docket items: two are comprehensive plan elements, and five are land use code amendments. There were no citizen requests submitted.			
RECOMMENDED ACTION: <p style="text-align: center;">(A VOTE IS TO BE MADE ON EACH REQUEST)</p> I move to [accept/reject] Docket Request Number ___ for inclusion within the 2020 Docket for amendments to the Carnation Comprehensive Plan and Land Use Code. <p style="text-align: center;">(REPEAT MOTION FOR EACH REQUEST ON THE LIST)</p>			
LEGISLATIVE HISTORY:			
ACTION TAKEN			
MOTION AS PROPOSED		MOTION AS AMENDED	
Motion made by:		Motion made by:	
Second by:		Second by:	
	YES Vote	NO Vote	
Hawkins			Hawkins
Ribail			Ribail
Harris			Harris
Lisk			Lisk
Green			Green
Passed/Failed		Passed/Failed	
Ordinance/Resolution No.:		Ordinance/Resolution No.:	

**LISTING OF REQUESTS AND PETITIONS FOR
2020 DOCKET OF AMENDMENTS TO THE COMPREHENSIVE PLAN AND LAND USE CODE**

	Plan/Code section	Proposed Amendment	Major or Minor	Purpose	Map or text	Initiating party
COMPREHENSIVE PLAN						
1	Comprehensive Plan – Transportation Element	Amend Chapter 7 Transportation Element	Minor	Adopt and incorporate by reference the City’s 2021 Transportation Improvement Plan & Transportation Element Background Information	Text	Staff
2	Comprehensive Plan – Capital Facilities Element	Amend Chapter 9, Capital Facilities Element	Minor	Adopt and incorporate by reference the Riverview School District Capital Facilities Plan, and update Table CF-4 Transportation Improvement Plan for consistency with Chapter 7.	Text	Staff
TITLE 15 CMC – LAND USE CODE						
3	Chapter 15.40 CMC, Permissible Uses *Currently before Planning Commission	Update and amend the City’s Table of Permissible Non-Residential Uses	Major	Amend the Table of Permissible Uses relative to non-residential uses to improve consistency in the types of uses allowed in the non-residential zones. The updated tables would also provide a foundation for a possible future update to the City’s Economic Development Action Plan	Text	Staff/Council
4	CMC 15.32, Non-conforming Situations *Approved for 2019 docket, no work done yet	Update obsolete code references and review Section 15.32.070 CMC, Abandonment and discontinuance of non-conforming situations	Minor	Correct obsolete code references for consistency with the current Land Use Code. Also, consider increasing the time limits established in Section 15.32.070 CMC primarily to increase protection for non-conforming single-family residences in the MU and R24 zones.	Text	Staff/Council
5	CMC 15.18, Land Use Approvals	Add language for modifying approved Site Plan Reviews and Design Reviews	Minor	The code is silent on amending a Site Plan Review/Design Review proposal after preliminary approval. Simple language to outline a process is necessary.	Text	Staff

*King County is beginning the background work for their 2023 Comprehensive Plan update, including the Countywide Planning Policies and growth targets. The City will be taking part in this work over the calendar year.

6	CMC 15.76, Screening, Landscaping, and Trees	Clarification to how/when landscaping and tree preservations requirements apply	Major/Minor	This could be a major or minor project depending on how in-depth Council wants to be. The code needs clarification as to the retention and replacement of significant trees. In addition, the entire chapter could benefit from a rewrite to better clarify how the landscape requirements apply to each type of project.	Text	Staff
7	CMC 15.48, Density & Dimensions, Garage setbacks in the Mixed Use Zone	Remove requirement to have a garage set back 20' from front property line and side street property line in MU zone	Minor	The Mixed Use zone allows for multi-family development. There is a zero setback for both the front lot line as well as the side street lot line. However, garages are supposed to be set back 20' from the front lot line. Staff requests this requirement be removed.	Text	Staff



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A Motion authorizing the City Manager to execute a Collective Bargaining Agreement with the Teamsters Local 763 representing Public Works and Clerical Employees for the calendar years 2020 through 2022.	Agenda Bill No.:	AB20-07
	Type of Action:	MOTION
	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	Amy Arrington
EXHIBITS: <ul style="list-style-type: none"> Proposed Collective Bargaining Agreement 	Date Submitted:	01/17/2020
	For Agenda of:	01/21/2020
	Expenditure Required:	
	Amount Budgeted:	
	Appropriation Required:	
SUMMARY STATEMENT AND DISCUSSION: <p>The Council has previously discussed the collective bargaining negotiations with Teamsters Local 763 on January 7, 2020. The bargaining unit approved the proposed Agreement on January 17, 2020. Highlights of the changes from the previous contract include:</p> <ul style="list-style-type: none"> Modified text in Article I regarding union membership and payroll deductions to comply with recent legal changes. Increased the maximum cost of living adjustment allowed to 5% (previously 4%). Updated description of communication device for on call employee. Added language regarding the Washington State Paid Family & Medical Leave. Updated the pay rates reflected in Appendix A to reflect all cost of living increases approved as part of the previous contract. 		
RECOMMENDED ACTION: I move to authorize the City Manager to execute a Collective Bargaining Agreement with the Teamsters Local 763 representing Public Works and Clerical Employees for the years 2020 through 2022.		
LEGISLATIVE HISTORY: 01/07/2020 Closed Session		
ACTION TAKEN		
MOTION AS PROPOSED		
Motion made by:		
Second by:		
	YES Vote	NO Vote
Hawkins		
Ribail		
Harris		
Lisk		
Green		
Passed/Failed		
Ordinance/Resolution No.:		
MOTION AS AMENDED		
Motion made by:		
Second by:		
	YES Vote	NO Vote
Hawkins		
Ribail		
Harris		
Lisk		
Green		
Passed/Failed		
Ordinance/Resolution No.:		

A G R E E M E N T

by and between

CITY OF CARNATION, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
TEAMSTERS LOCAL UNION NO. 763
(Representing Public Works and Office-Technical Employees)

January 1, 2020~~17~~ through December 31, 2022~~19~~

A G R E E M E N T

by and between

CITY OF CARNATION, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
TEAMSTERS LOCAL UNION NO. 763
(Representing Public Works and Office-Technical Employees)

January 1, 2020~~17~~ through December 31, 2022~~19~~

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AGREEMENT

by and between
CITY OF CARNATION, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
TEAMSTERS LOCAL UNION NO. 763
(Representing Public Works and Office-Technical Employees)

January 1, 2020~~17~~ through December 31, 2022~~19~~

THIS AGREEMENT is by and between the CITY OF CARNATION, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS TEAMSTERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I – RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

- 1.1 RECOGNITION - The employer recognizes the Union as the exclusive bargaining representative for all full-time and part-time maintenance, clerical and operations employees of the Public Works and Office-Clerical employees, excluding non-union supervisors and confidential employees. It has been agreed to by the Union and City that the City Clerk position is a confidential position and will no longer be a bargaining unit position effective ratification of this agreement.
- 1.1.1 “Full-time employee” shall mean an individual performing bargaining unit work in a position that entails forty (40) hours per week for more than four (4) months in any twelve (12) month period. “Part-time employee” shall mean an individual working in a position that entails less than forty (40) hours per week up to four (4) months in any twelve (12) month period and/or less than seventy (70) hours per month for any period.
- 1.1.2 A temporary employee shall be defined as an employee hired to work during any period when additional work requires a temporarily augmented work force. A temporary employee shall not be employed more than five (5) consecutive months not to exceed six hundred seventy-two (672) hours except when such temporary employee is working in relief of a regular employee on leave. The Employer shall not employ more than two (2) temporary employees at any one time. Temporary employees shall not be utilized for callbacks, weekend work or overtime except in emergency situations when bargaining unit employees are not available.
- 1.2 *(Section number reserved for future use.)* ~~UNION MEMBERSHIP – It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members in good standing on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.~~

~~1.2.1 The right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which an employee is a member shall be recognized. Such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity mutually agreed upon by the employee and the Union. The employee shall furnish written proof that such payment has been made.~~

1.3 PAYROLL DEDUCTION - Payroll Deduction – The Employer shall make deductions for Union dues, initiation fees, and/or agency fees from the wages of all employees covered by this Agreement who execute a properly written authorization to the Employer demonstrating the employee has affirmatively consented to the deduction of such dues/fees. The Union shall provide the Employer the signed authorization prior to the commencement of the deductions. Such deductions shall be remitted to the Union on a monthly basis.

The Employer will stop or revise deducting such dues/fees from employees who revoke or revise consent or other written direction regarding payroll deductions, to the Employer; the Employer will promptly provide the Union a copy of the written revocation or change in deductions relating to union dues or fees. The Union shall defend, indemnify and hold the Employer harmless against any and all liability resulting from the dues and/or fee deduction system.

New-Hire Orientation - The Employer shall notify the Union of all new full-time and part-time employees hired into the bargaining unit. The Union and shop steward will then be provided 30 minutes during employees' regular working hours for purposes of presenting information about the bargaining unit and Union membership. This shall generally occur within the first two (2) weeks of an employee's date of hire (or, for seasonal/temporary employees, from the date of eligibility into the bargaining unit), but in no instance later than 90 calendar days. Employees have the option to attend or not attend the orientation.

~~The Employer shall deduct from the pay of all employees the dues, initiation fees, delinquent dues and fees of the Union, and shall remit to the Union all such deductions monthly. Where laws require written authorization of the employee, the same shall be furnished in the form required. No deduction shall be made which is prohibited by applicable law. The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check off of dues for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of the check off provision upon presentation of proper evidence thereof.~~

1.4 UNION OFFICIALS TIME-OFF - An employee who holds a Union position (Shop Steward and/or member of the Negotiating Committee) may be granted up to forty (40) hours of paid (straight time hours per year) and an additional forty (40) hours of unpaid time-off annually for conducting business vital to the employees in the bargaining unit, provided;

The Union will give two (2) working days notice in writing to the Employer of pending seminars or courses as endorsed by the union.

The Employer is able to staff the employee's job duties during the time-off period.

If there is a change in Shop Stewards during the year, the new Shop Steward can only draw on the paid leave remaining for the rest of the year.

- 1.5 UNION NOTIFICATION – Within seven (7) working days from the date of hire of a new employee, the Employer shall forward to the Union the name, address, telephone and Social Security number of the new employee. The Employer shall promptly notify the Union of all employees leaving its employment.
- 1.6 Employees are required to inform the Employer of any change of address or telephone number within three (3) working days of the change.

ARTICLE II - NON-DISCRIMINATION

- 2.1 The Employer and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, political affiliation, mental, physical or sensory disability, unless it is in direct conflict with a bona fide occupation qualification.
- 2.2 Wherever words denoting a specific gender are used in the Agreement, they are intended and shall be construed so as to apply equally to either gender, unless the provision deals directly with one sex (i.e. Section 7.5.2).

ARTICLE III – HOURS OF WORK, OVERTIME, CALLBACK AND STANDBY

- 3.1 Hours of Work – The workday shall consist of eight (8) hours work, exclusive of mealtime.
- 3.1.1 The workweek shall consist of five (5) consecutive eight (8) hour days.
- 3.1.2 There shall be two (2) rest periods per day of fifteen (15) minutes, which shall be midway through the morning and afternoon segments of the workday.
- 3.1.3 The employer may change the workweek schedule so long as the employee(s) are provided two (2) consecutive days off (or as mutually agreed between the Employer and the employee(s)). The Employer shall provide employees not less than two (2) week written notice before changing the workweek schedule. The Union shall be notified of any schedule change.
- 3.1.4 Upon mutual agreement by the Employer and the Union the work hours may be changed to accommodate a four (4) day ten (10) hour workweek.
- 3.1.5 For purposes of this Agreement, all hours compensated except for compensatory time off shall be considered "hours worked."
- 3.1.6 FLSA Exempt – ~~Upon ratification of this agreement the~~The positions of Public Works Superintendent and City Treasurer ~~will be~~are salary positions. These positions ~~will be~~are overtime exempt and ~~be~~are based on a typical forty to fifty (40-50) hour work week, with the flexibility to flex their schedules in order to accommodate work load and work priorities.
- 3.2 Overtime - All work performed by an employee which has been authorized by the Employer in excess of forty (40) hours a week shall be paid at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. This section shall not apply to the FLSA exempt positions stated in Article 3.1.6.
- 3.2.1 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion of each fifteen (15) minute increment being paid as fifteen (15) minutes.

- 3.2.2 Deductions shall be made for tardiness in increments of fifteen (15) minutes with the major portion of each fifteen (15) minute increment being deducted as fifteen (15) minutes.
- 3.2.3 Overtime work shall be offered to qualified employees in rotation by seniority. The Employer shall post in the lunch room an overtime rotation list, which shall indicate overtime worked by each employee.
- 3.2.4 Compensatory Time - In lieu of overtime pay, compensatory time-off may be utilized upon the request of the employee. Scheduling of compensatory time shall be subject to approval of the employee's supervisor. Compensatory time-off in lieu of overtime pay shall be taken at the rate of one and one-half (1-1/2) times the hours worked. Employees may accumulate up to one hundred (100) hours of compensatory time.
- 3.2.5 On August 31st of each year of this agreement each employee may, at his/her option, apply and receive cash reimbursement, paid on the pay period in September, for any unused compensatory time accrued. All compensatory time accrued and not used or cleared by cash settlement shall be carried over as accrued compensatory time. Notwithstanding the foregoing, on the pay period in September of each year, the Employer at its sole discretion may buyout an employee's unused accrued compensatory time down to forty (40) hours.
- 3.2.6 The Employer shall not be required to pay for overtime worked which has not first been authorized by the department supervisor unless the overtime was caused by an emergency, to the extent allowed by law.
- 3.3 Callback - An employee who has left work and is called back to work after completion of a regular day's shift shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times his regular straight-time hourly rate of pay. However, if the employee's regular shift starts less than two (2) hours from the time the employee started work on the callback, the employee shall receive one and one-half (1-1/2) times the employees regular straight-time hourly rate of pay only for such time as occurs before the employee's regular shift. A refusal to respond to a callback shall be grounds for the full range of disciplinary action.
- 3.4 Higher Classification - In the event an employee works in a higher classification than that to which he is regularly assigned, he shall be paid the higher rate of pay for the period he works in that classification, provided the employee has worked for a period of not less than five (5) consecutive workdays in the higher classification.
- 3.5 Standby/On Call – The “Primary On-Call” Public Works employee shall be on call and accessible beginning on Monday at 3:30 pm to the following Monday at 7:00 am and is required to carry a ~~pager or similar~~ communication device by the Employer during times other than the normal workweek hours shall be compensated for all such hours at the rate of two dollars and fifty cents (\$2.50) per hour. Notwithstanding Section 3.1.4, standby hours shall not be considered hours of work for any other purpose but standby. The standby rate of pay shall not be additive to any other pay status, for the purposes of overtime; nor shall the standby hours be used to pyramid any rate of pay paid to the employees, to the extent allowed by law. Employees on standby shall respond to the city shop, in person, within one (1) hour of the callback notice. Compensation will start at the time of call out, up to one (1) hour prior to arrival to the shop. Upon completion of the job and dropping off the city vehicle, an additional one (1) hour will be granted to the employee for his/her return trip. If the employee completes the assignment within the (3) three hours, including travel time, the employee shall receive the three (3) hour minimum at the appropriate rate of pay.

ARTICLE IV – PROBATION PERIOD, LAYOFF, RECALL, AND JOB VACANCIES

- 4.1 Probation Period – Each new employee shall be subject to a probation period of six (6) months commencing with his date of hire, during which period the employee may be subject to discharge without cause. The grievance procedure shall not be utilized to resolve disputes pertaining to discipline, including suspension or discharge of probationary employees.
- 4.2 Layoff, Recall and Job Vacancies - In layoff, recall and filling permanent job vacancies, the Employer shall give consideration to an employee's length of continuous service with the Employer and his ability to best perform the duties required in the job. In applying this provision it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations.
 - 4.2.1 In case of a layoff, the employee with the shortest length of continuous service in the classification affected shall be laid off first, provided those remaining on the job can perform the duties required in the job. Such person designated for layoff may bump a less senior employee in another classification for which he is qualified, provided those remaining in such classification can perform the required duties of the job.
 - 4.2.2 In the case of recall, those employees with the longest length of continuous service in the classification affected shall be recalled first, provided they can perform the duties required in the job. An employee on layoff must keep both the Employer and the Union informed of the address and telephone number where he can be contacted. When the Employer is unable to contact an employee for recall from layoff, the Union shall be so notified. The Employer shall have no obligation to recall an employee after he has been on continuous layoff for a period of one (1) year. Further, if an employee does not respond within ten (10) working days to a registered letter recalling him to work or return to work when recalled, the Employer shall have no further obligation to recall him.
 - 4.2.3 Notices of permanent job vacancies shall be posted on the bulletin board for at least five (5) working days. Employees who desire consideration for such openings shall notify the Employer in writing during the period the notice is posted. Bargaining unit employees who meet the minimum qualifications for the position shall be given first consideration for positions in the same bargaining unit.

ARTICLE V – WAGES

- 5.1 The rates of pay for employees covered by this Agreement shall be as set forth in Appendix "A" to this Agreement. Should it become necessary to establish a new job classification within the bargaining unit during the contract year, the Employer may designate a job classification title and salary for the classification. Any new classification and salary shall be negotiated at the beginning of the fiscal year or upon re-negotiation of this Agreement, whichever is earlier.

ARTICLE VI – HOLIDAYS

- 6.1 The following days or day in lieu thereof shall be recognized as paid holidays:

New Year's Day	January 1st
Martin Luther King Jr. Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May

Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	
Christmas Day	December 25th
One (1) Floating Holiday	Date to be selected by mutual agreement between Employee and Employer

- 6.2 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime as well as other benefits herein stated.
- 6.3 An employee who is scheduled, required or called to work on a holiday shall be paid a minimum of four (4) hours at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all hours worked during the holiday in addition to the employee's regular holiday pay. (This section does not apply to Thanksgiving Day or Christmas Day. See Section 6.3.1)
- 6.3.1 An employee who is scheduled, required or called to work on Thanksgiving Day (4th Thursday of November) or Christmas Day (December 25th) shall be paid a minimum of four (4) hours at two (2) times the employee's regular straight-time hourly rate of pay for all hours worked during the holiday in addition to the employee's regular holiday pay.
- 6.4 To qualify for holiday pay, employees must have been on the payroll prior to the holiday and on pay status the normal workday before or the normal workday after the holiday; provided however, employees returning from non-paid leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.
- 6.5 The holidays listed above represent specific events as indicated. Should the dates for any said holiday be changed by the Legislature or the Governor of the State of Washington, said holiday shall be observed on the date established by the change and not on the date set forth above.
- 6.6 All regular employees shall be paid for all approved holidays regardless of which day in the week the holiday should fall.
- 6.7 Employees who work less than eight (8) hours per day shall receive holiday benefits on a pro rata basis. For example, if an employee normally works four (4) hours per day and the normal workday is eight (8) hours, the employee shall receive four (4) hours compensation at his regular straight-time hourly rate of pay for each contractual holiday.

ARTICLE VII – LEAVES

- 7.1 Vacation Leave - Each year employees who have completed six (6) months continuous service from the last date of hire with the Employer shall individually accrue a vacation on the following basis in accordance with his accumulated continuous service:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>SCHEDULED WORKING HOURS OF VACATION</u>
1 through 5	80
6 through 10	120
11 through 19	160

- 7.1.1 Vacations shall be scheduled by the Employer after considering departmental requirements and the times that the employee finds most suitable for his vacation.
- 7.1.2 An employee may carry over to the following year any unused vacation accrual, up to a maximum of eighty (80) hours. With approval of the City Manager, an employee may carry over more than eighty (80) hours. All other vacation time not taken during the year of entitlement shall be paid to the employee on the September pay period.
 - 7.1.2.1 During the final two (2) years of employment, an employee shall not be allowed to carry more than two hundred forty (240) hours of vacation accrual. Any vacation earned over two hundred forty (240) hours shall be used in accordance with 7.1.1 or paid to the employee immediately.
- 7.1.3 Upon the effective date of termination of an employee's employment, the employee shall be compensated for any earned vacation leave time, which has not been used.
- 7.1.4 Earned vacation leave may be taken at any time during a period of sickness after expiration of sick leave.
- 7.1.5 Employees who work less than eight (8) hours per day shall receive vacation benefits on a pro rata basis. For example, if an employee normally works four (4) hours per day and the normal workday is eight (8) hours, the employee shall receive four (4) hours compensation at his regular rate of pay for each day of vacation earned.
- 7.2 Sick Leave - Employees shall accrue sick leave at the rate of one (1) day for each completed calendar month of service.
 - 7.2.1 Sick Leave shall accumulate in a bank and be available for future illnesses and additional bereavement leave as outlined in section 7.3.
 - 7.2.2 Sick Leave shall not be charged against an employee on a regularly scheduled day off.
 - 7.2.3 Personal illness or physical incapacity resulting from causes beyond the employee's control, care of a spouse, dependent or a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision, as well as forced quarantine of the employee in accordance with State or Community health regulations shall be approved grounds for sick leave usage.
 - 7.2.4 In the event an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, Worker's Compensation Act, or similar legislation of the State of Washington, or any other government unit, the Employer shall pay only the difference between the benefits and payments received under such insurance or act by such employee and his regular rate of compensation that he would have received from the Employer if able to work. The foregoing payment or contribution by the Employer shall be limited to the period of time that such employee has accumulated sick leave credits as here and above specified.
 - 7.2.5 Employees who work less than eight (8) hours per day shall accrue sick leave benefits on a pro rata basis. For example, if an employee normally works four (4) hours per day and the normal workday is eight (8) hours, the employee shall receive four (4) hours for each month of employment.

- 7.2.6 Usage - Such Leave shall be granted upon application before or within five (5) working days after the absence, depending on the circumstances of each case. Each employee shall use sick leave solely for the purpose of bona fide illness or injury and utilization of sick leave for any other purpose shall be cause for disciplinary action. The Employer may require that the employee, after three (3) days of concurrent illness, furnish a physicians proof of illness.
- 7.2.7 Sick Leave time, which is used by an employee, shall be deducted from his accumulated sick leave time.
- 7.3 Bereavement Leave - If an employee suffers a death in the "immediate family", such employee shall be allowed up to three (3) days pay to attend the funeral. Bereavement leave, which has been approved beyond the allotted three (3) days, shall not exceed six (6) additional days, which shall be granted upon approval of the City Manager. Any additional days shall be deducted from the employee's sick leave bank.
- 7.3.1 The term "Immediate family" shall be defined as wife, husband, domestic partner, son, daughter, step-children, mother, father, mother-in-law, father-in-law, brother, sister, grandparents and grandchildren.
- 7.4 Jury Leave – Any regular full-time or part-time employee who is required to serve on a jury or as a result of official City of Carnation duties is required to appear before a Court, Legislative Committee, or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such service (not including mileage reimbursement). A probationary employee called to Jury Duty shall have his probation period extended by the same amount of time, as he is required to serve Jury Duty. An employee who receives notice of Jury Duty or Witness Service must notify his supervisor immediately so that arrangements may be made to cover his position. The Employer reserves the right to request that an employee who is called for Jury Duty be excused if his absence would create a hardship on the operational effectiveness of the Department to which the employee is assigned.
- 7.5 Leave of Absence - A regular full-time employee who desires a leave for personal or business reasons shall be granted up to five (5) days leave without pay once each year.
- 7.5.1 If authorized by the City Manager, regular full-time employees may take up to twelve (12) months leave of absence without pay. Such leaves shall not constitute a break in service and the employee shall return to the same or equal position, provided there have been no lay-offs, but no benefits shall accrue during the leave of absence.
- 7.5.2 The Employer shall give maternity leave up to the applicable limit in accordance with State and Federal Law when requested.
- 7.6 The Employer will allow employees to use sick and/or vacation leave to care for family members in accordance with State and Federal Law.
- 7.7 To receive sick leave an employee must call in at least one (1) hour prior to their scheduled start time to receive sick leave pay. The employee must speak and /or make contact with their supervisor. If the supervisor is unavailable, employees must leave a message with the City Manager stating the reason for being late or unable to report for work.
- 7.8 Washington State Paid Family and Medical Leave: Effective January 1, 2020, a paid family and medical leave benefit will be available to eligible employees according to the provisions of RCW

50A and the Employer's pertinent policies and procedures. Effective January 1, 2020, the employee's share of the premiums for paid family and medical leave and any surcharges will be collected through a payroll deduction and remitted to the Employment Security Department of Washington State as provided in RCW 50A.

ARTICLE VIII – HEALTH AND WELFARE INSURANCE BENEFITS

- 8.1 The Employer shall pay into the Washington Teamsters Welfare Trust for every employee covered by this Agreement, who has attained seniority and who was compensated for eighty (80) hours in the previous month, the following:
- 8.1.1 HEALTH AND WELFARE: Effective January 1, 2020~~17~~, based on December hours, the Employer shall pay one hundred percent (100%) of the monthly premium necessary for benefits under the Washington Teamsters Welfare Trust “Plan A.”
- 8.1.2 DENTAL: Effective January 1, 2020~~17~~, based on December hours, the Employer shall pay one hundred percent (100%) of the premium necessary for benefits under “Plan A.”
- 8.1.3 VISION: Effective January 1, 2020~~17~~, based on December hours, the Employer shall pay one hundred percent (100%) of the premium necessary for benefits under “The Extended Plan.”
- 8.2 Payments required under any of the foregoing provisions shall be made on or before the tenth (10th) day of the month. Upon Union request, copies of all transmittals, pertaining to benefits under this Section, shall be posted on the bulletin board.
- 8.3 The Trust Agreement shall be known as Supplement “A” and, by this reference, same is incorporated herein and deemed a part hereof as though fully set forth.
- 8.4 Life Insurance – The Employer shall pay one hundred percent (100%) of those premiums necessary to purchase and maintain Group Basic Term Life Insurance coverage for each employee (including regular part-time employees) in the amount of fifteen thousand dollars (\$15,000.00) payable to the beneficiary designated by the employee, if physically qualified, but in no event shall the life insurance be less than five thousand dollars (\$5,000.00).
- 8.5 If increases are needed to maintain any stated benefits during the term of this Agreement, such equivalent increases shall be paid by the Employer.

ARTICLE IX – MISCELLANEOUS

- 9.1 Training and Development - Upon satisfactory completion of each class in an approved field of study, the Employer shall reimburse the employee the cost of tuition for that term. In those cases where the class is a college or vocational school class in which grades are given, a passing grade of "C" or higher is required for reimbursement.
- 9.1.1 All requested courses and the payment of tuition shall require prior Employer approval. The employee shall be required to provide documentation to the employer as proof of completion of the course(s).
- 9.1.2 The Employer shall provide employees the opportunity to attend activities necessary for maintaining required certifications. Employees required to attend a training activity shall receive eight (8) hours at the employees' regular straight-time hourly rate of pay. The Employer shall pay

all costs related to such activities, including mileage in accordance with the established rate. The Employer shall pay for the mileage of an employees' vehicle usage only when there is no City vehicle available to be used. Employees required to travel out of the City of Carnation shall be compensated in accordance with the Fair Labor Standards Act (FLSA) and not upon any other requirement; provided however, all employees who travel beyond twenty (20) miles from their normal workstation shall be compensated for travel time.

- 9.1.3 The Employer shall strive to further develop a training and development program to encourage positive labor-management relations, employee safety, proficiency, productivity and inter and intra departmental mobility. Such a program may be conducted either during or after regularly scheduled working hours. Employees attending voluntary training periods outside of regularly scheduled working hours shall receive no additional compensation, but shall be given consideration to operate equipment and receive assignments prior to other employees during working hours. Training periods will usually be a minimum of two (2) hours in duration and the Employer shall strive to schedule training sessions on a regular basis. To this end, the City's Safety Officer should be used to develop and schedule training opportunities.
- 9.1.4 Certification Testing – The expense of renewing an approved license and related endorsements or certification testing shall be paid by the City. The City shall determine and allow the employee a reasonable amount of time off with pay to take the necessary exam/test. If the employee fails to obtain the renewal of a license or certification after the first attempt, the employee shall be responsible for the cost of repeating the same test/exam.
- 9.2 Unemployment Compensation - The Employer shall continue to maintain a program of unemployment compensation, which provides benefits equal to those provided certain employees by State Law.
- 9.3 Uniforms - The Employer may establish a dress code for employees. If the Employer requires City logo'd clothing to be worn, it shall be furnished and cleaned by the Employer. Each employee shall be responsible for custody and return, if required, of the clothing items assigned to him.
- 9.3.1 The Employer shall provide a washer, dryer and all necessary cleaning agents to the employees for the maintenance of their uniforms. The washer, dryer and cleaning agents shall be available at the Public Works building.
- 9.4 Work Clothing/Footwear - Each year, the Employer shall reimburse the employees up to four hundred dollars and no cents (\$400.00) for the purchase, replacement or repair of steel-toed safety boots and work clothing at a supplier selected by the bargaining unit member upon receipt of the purchase order receipt.

Footwear/Work Boots – The field employees shall be required to wear approved safety footwear. The definition of safety footwear shall be the same as referenced in 296-155-212 of the Washington Administrative Code (WAC). Upon purchase, the Employer shall reimburse each employee towards the cost of such footwear, which shall bear identifying marks or labels indicating compliance with the manufacturing provisions of American National Standard for Safety Toe Footwear, ANSI Z41.1.-1991. The City will replace boots that are damaged in work related conditions and or accidents. The Employer shall replace worn out boots as needed on a quartermaster system.

- 9.4.1 Should any other group of employees of the Employer receive an increase in their footwear allowance during the term of this Agreement that increase shall automatically be made available to the employees covered by this Agreement.
- 9.5 Personal Safety Equipment - The Employer shall furnish personal safety equipment for the employee's use. The Employer may require the employee to reimburse the Employer the cost to replace the equipment in cases of obvious misuse or inattention. Personal safety equipment shall include, but not limited to, eye protection, hard hats, traffic vests and gloves where needed. The City Safety Committee should be referred to for recommendations concerning safety equipment.
- 9.6 Foul Weather Gear - The Employer shall furnish foul weather gear where needed. The Employer may require the employee to reimburse the Employer the cost to replace the equipment in cases of obvious misuse or inattention.
- 9.7 Showers - Showers shall be provided for those employees working with sewers or with toxic materials.
- 9.8 Performance of Duty - Nothing contained in this Agreement shall be construed to give an employee the right to strike and no employee shall strike nor shall he refuse to perform assigned duties to the best of his ability. Violation of this Section may result in disciplinary action.
- 9.9 Safety - The Employer and employees shall comply with all safety requirements pertaining to any applicable job classifications.

ARTICLE X – MANAGEMENT RIGHTS

- 10.1 The Employer has the authority to adopt rules for the operation of the Department and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement or with applicable law. The Union shall be given an appropriate amount of time to review and request bargaining, as they determine needed, on proposed rules and policies.
- 10.2 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest.
- 10.3 Every incidental duty connected with operations enumerated in job descriptions is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the employee.
- 10.4 The Employer reserves the right to hire, promote, to discipline or discharge for just cause. The Employer reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the Employer, or where such continuation of work would be wasteful and unproductive.
- 10.5 The Employer has the right to assign work and determine the duties of employees, to schedule hours of work, to determine the number of personnel to be assigned at any time, and to perform all other functions not expressly limited by this Agreement.

ARTICLE XI – WARNING NOTICE, SUSPENSION AND DISCHARGE

- 11.1 The Employer will adhere to the principals of progressive discipline (verbal warning, written warning, suspension, termination). Further, the Employer shall not discharge, demote or suspend any employee without just cause and without having previously issued a written warning notice to the employee affected; provided however the parties recognize theft, gross insubordination, selling, transporting or use of illegal narcotics and intoxication while on duty or other conduct of parallel magnitude may result in immediate discharge without a written warning notice. A written warning notice shall set forth the complaint against the employee and shall be presented to the employee with a copy forwarded to the Union. Warning notices shall not remain in effect for a period of more than twelve (12) months from date of said warning notice. Warning notices, to be considered valid, must be issued within ten (10) working days after the discovery of the occurrence claimed by the Employer in such warning notice.

ARTICLE XII – GRIEVANCE PROCEDURE

- 12.1 The sole and exclusive method of adjusting all matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement and/or any other issues in dispute between the parties shall be by utilizing the following procedure:
- 12.1.1 STEP 1 - The Union shall present the grievance to the employee's immediate Supervisor within fifteen (15) working days of its occurrence, or the date the employee should have reasonably known of its occurrence, the supervisor can request the grievance be reduced to writing, or it shall not be subject to the grievance procedure. The Supervisor shall attempt to resolve the grievance within ten (10) working days. If not so resolved, the grievance may proceed to STEP 2.
- 12.1.2 STEP 2 - If the grievance is not resolved at STEP I, the Union may refer the grievance to the City Manager within fifteen (15) working days of the conclusion of STEP I. The grievance shall be reduced to writing and shall include a statement of the basis of the grievance and/or the Section(s) of the contract allegedly violated and the relief requested. A meeting may be called to discuss the grievance by either party. If the Union representative and the City Manager are unable to resolve the grievance within ten (10) working days of its submission to the City Manager or after the STEP 2 meeting is held (whichever comes later), the City Manager shall submit in writing the reasons for denying the grievance to the Union. Upon receipt of the City Manager's response the Union may proceed to STEP 3.
- 12.1.3 STEP 3 - In the event of the failure of the Union representative and City Manager to reach a satisfactory adjustment within the specified time periods set forth in Sections 12.1.1 and 12.1.2, either party may refer the matter within ten (10) working days to a third (3rd) neutral party who shall serve as an impartial arbitrator. In the event the Union representative and City Manager cannot mutually agree upon the third (3rd) neutral party, they shall petition the Public Employment Relations Commission to submit a list of nine (9) names of qualified arbitrators from which the parties shall alternately strike names until only one (1) name remains. The right to strike first shall be determined by the flip of a coin. The remaining name shall serve as the impartial arbitrator who shall conduct a hearing and issue a decision, which shall be final and binding upon all parties to the dispute. The arbitrator may only render a decision on issues addressed within this Agreement.
- 12.2 Each party shall bear the expense of presenting its own case. The expenses of the arbitrator shall be borne equally by the Employer and the Union.

12.3 If the Employer is the grieving party, the same procedure set forth above shall apply except the roles of the Union and the Employer shall be reversed.

ARTICLE XIII – SEPARABILITY AND SAVINGS

13.1 Should any provision of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement as it relates to persons or circumstances other than those to which it has been held invalid shall not be affected thereby. In the event that any provision of this Agreement is held invalid or enforcement of or compliance with has been restrained, as hereinbefore set forth, the Employer and the Union shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint. In the event the Employer and the Union fail to reach an agreement as to a replacement for such provision, such dispute shall be submitted to the grievance procedure for final resolution.

ARTICLE XIV – DURATION

14.1 This Agreement shall be in full force and effect from January 1, 2020~~17~~, through December 31, 2022~~19~~.

14.2 No less than ninety (90) calendar days prior to December 1, 2022~~19~~, the Employer and the Union shall meet for the purpose of negotiating changes to this Agreement.

14.3 Notwithstanding Sections 14.1 and 14.2, this Agreement may be opened by mutual agreement between the Employer and the Union to negotiate specific provisions of this Agreement.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

CITY OF CARNATION, WASHINGTON

By _____
Scott A. Sullivan, Secretary-Treasurer

By _____
Amy Arrington, City Manager~~Bob Jean,~~
~~Interim City Manager~~

Date _____

Date _____

APPENDIX “A”
to the
AGREEMENT
by and between
CITY OF CARNATION, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
TEAMSTERS LOCAL UNION NO. 763
(Representing the Public Works and Office-Technical Employees)

January 1, 2020~~17~~ through December 31, 2022~~19~~

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF CARNATION, WASHINGTON, hereafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS TEAMSTERS LOCAL UNION NO 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective July 1, 2020~~17~~, the monthly rates of pay for each pay grade for classifications and the longevity bonus covered by this Agreement, shall reflect the following pay scale for all positions.

2017 Pay Rates CLASSIFICATION	STEP A 00-06m	STEP B 07-12m	STEP C 13-24m	STEP D 25-48m	STEP E 49-72m	STEP F 73-96m	STEP G 97m+
Public Works Field Superintendent	\$5,435.00	\$5,652.40	\$5,878.50	\$6,113.64	\$6,358.18	\$6,612.51	\$6,877.04
-	<i>(monthly salary)</i>						
Treasurer	\$4,720.00	\$4,908.80	\$5,105.15	\$5,309.36	\$5,521.73	\$5,742.60	\$5,972.31
-	<i>(monthly salary)</i>						
Public Works Crew Lead	\$4,030.60	\$4,191.82	\$4,359.50	\$4,533.88	\$4,715.23	\$4,903.84	\$5,099.99
<i>hourly rate</i>	\$23.25	\$24.18	\$25.15	\$26.16	\$27.20	\$28.29	\$29.42
Journeyman (Maintenance Worker III)	\$3,814.31	\$3,966.88	\$4,125.56	\$4,290.58	\$4,462.20	\$4,640.69	\$4,826.32
<i>hourly rate</i>	\$22.01	\$22.89	\$23.80	\$24.75	\$25.74	\$26.77	\$27.84
Maintenance Worker II	\$3,555.48	\$3,697.70	\$3,845.61	\$3,999.43	\$4,159.41	\$4,325.79	\$4,498.82
<i>hourly rate</i>	\$20.51	\$21.33	\$22.19	\$23.07	\$24.00	\$24.96	\$25.95
Maintenance Worker I	\$3,381.41	\$3,516.67	\$3,657.33	\$3,803.63	\$3,955.77	\$4,114.00	\$4,278.56
<i>hourly rate</i>	\$19.51	\$20.29	\$21.10	\$21.94	\$22.82	\$23.73	\$24.68
Office Supervisor	\$4,030.00	\$4,191.20	\$4,358.85	\$4,533.20	\$4,714.53	\$4,903.11	\$5,099.24
<i>hourly rate</i>	\$23.25	\$24.18	\$25.15	\$26.15	\$27.20	\$28.29	\$29.42
Accounting Clerk III/Office Specialist	\$3,733.25	\$3,882.58	\$4,037.88	\$4,199.40	\$4,367.37	\$4,542.07	\$4,723.75
<i>hourly rate</i>	\$21.54	\$22.40	\$23.30	\$24.23	\$25.20	\$26.20	\$27.25
Accounting Clerk II	\$3,555.48	\$3,697.70	\$3,845.61	\$3,999.43	\$4,159.41	\$4,325.79	\$4,498.82
<i>hourly rate</i>	\$20.51	\$21.33	\$22.19	\$23.07	\$24.00	\$24.96	\$25.95
Accounting Clerk I/Office Assistant II	\$3,381.41	\$3,516.67	\$3,657.33	\$3,803.63	\$3,955.77	\$4,114.00	\$4,278.56
<i>hourly rate</i>	\$19.51	\$20.29	\$21.10	\$21.94	\$22.82	\$23.73	\$24.68
Permit Technician							
<i>hourly rate</i>							

2017 Pay Rates	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
CLASSIFICATION	00-06m	07-12m	13-24m	25-48m	49-72m	73-96m	97m+
Office Assistant I	\$2,710.00	\$2,818.40	\$2,931.14	\$3,048.38	\$3,170.32	\$3,297.13	\$3,429.01
<i>hourly rate</i>	\$15.63	\$16.26	\$16.91	\$17.59	\$18.29	\$19.02	\$19.78
Public Works Assistant/Laborer	\$2,710.00	\$2,818.40	\$2,931.14	\$3,048.38	\$3,170.32	\$3,297.13	\$3,429.01
<i>hourly rate</i>	\$15.63	\$16.26	\$16.91	\$17.59	\$18.29	\$19.02	\$19.78
LONGEVITY BONUS							
After first nine (9) years of service	\$69.26	-					
After fourteen (14) years of service	\$138.57	-					
After nineteen (19) years of service	\$207.77	-					

2020 Pay Rates	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
CLASSIFICATION	00-06m	07-12m	13-24m	25-48m	49-72m	73-96m	97m+
Public Works Field Superintendent	\$5,915.79	\$6,152.42	\$6,398.52	\$6,654.46	\$6,920.64	\$7,197.46	\$7,485.36
	<i>(monthly salary)</i>						
Treasurer	\$5,137.54	\$5,343.04	\$5,556.76	\$5,779.03	\$6,010.19	\$6,250.60	\$6,500.63
	<i>(monthly salary)</i>						
Public Works Crew Lead	\$4,387.15	\$4,562.64	\$4,745.15	\$4,934.95	\$5,132.35	\$5,337.64	\$5,551.15
<i>hourly rate</i>	\$25.31	\$26.32	\$27.38	\$28.47	\$29.61	\$30.79	\$32.03
Journeyman (Maintenance Worker III)	\$4,151.73	\$4,317.80	\$4,490.51	\$4,670.13	\$4,856.94	\$5,051.22	\$5,253.26
<i>hourly rate</i>	\$23.95	\$24.91	\$25.91	\$26.94	\$28.02	\$29.14	\$30.31
Maintenance Worker II	\$3,870.00	\$4,024.80	\$4,185.80	\$4,353.23	\$4,527.36	\$4,708.45	\$4,896.79
<i>hourly rate</i>	\$22.33	\$23.22	\$24.15	\$25.11	\$26.12	\$27.16	\$28.25
Maintenance Worker I	\$3,680.54	\$3,827.76	\$3,980.87	\$4,140.10	\$4,305.71	\$4,477.93	\$4,657.05
<i>hourly rate</i>	\$21.23	\$22.08	\$22.97	\$23.89	\$24.84	\$25.83	\$26.87
Office Supervisor	\$4,386.50	\$4,561.96	\$4,744.44	\$4,934.22	\$5,131.59	\$5,336.85	\$5,550.32
<i>hourly rate</i>	\$25.31	\$26.32	\$27.37	\$28.47	\$29.61	\$30.79	\$32.02
Accounting Clerk III/Office Specialist	\$4,063.50	\$4,226.04	\$4,395.08	\$4,570.88	\$4,753.72	\$4,943.87	\$5,141.62
<i>hourly rate</i>	\$23.44	\$24.38	\$25.36	\$26.37	\$27.43	\$28.52	\$29.66
Accounting Clerk II	\$3,870.00	\$4,024.80	\$4,185.80	\$4,353.23	\$4,527.36	\$4,708.45	\$4,896.79
<i>hourly rate</i>	\$22.33	\$23.22	\$24.15	\$25.11	\$26.12	\$27.16	\$28.25
Accounting Clerk I/Office Assistant II	\$3,680.54	\$3,827.76	\$3,980.87	\$4,140.10	\$4,305.71	\$4,477.93	\$4,657.05
<i>hourly rate</i>	\$21.23	\$22.08	\$22.97	\$23.89	\$24.84	\$25.83	\$26.87
Office Assistant I	\$2,949.73	\$3,067.72	\$3,190.43	\$3,318.05	\$3,450.77	\$3,588.80	\$3,732.35
<i>hourly rate</i>	\$17.02	\$17.70	\$18.41	\$19.14	\$19.91	\$20.70	\$21.53
Public Works Assistant/Laborer	\$2,949.73	\$3,067.72	\$3,190.43	\$3,318.05	\$3,450.77	\$3,588.80	\$3,732.35
<i>hourly rate</i>	\$17.02	\$17.70	\$18.41	\$19.14	\$19.91	\$20.70	\$21.53

LONGEVITY BONUS	
After first nine (9) years of service	\$75.39
After fourteen (14) years of service	\$150.83
After nineteen (19) years of service	\$226.15

A.2 Effective January 1, 2021~~18~~, the monthly rates of pay for each pay grade for classifications of work and the longevity bonus covered by this Agreement, shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Indexes average, June ~~2016-2019~~ through June ~~2017-2020~~ but in no case shall the increase be less than two percent (2.0%) or more than ~~five~~ ~~our~~ percent (4.5%). The index used shall be the Consumer Price Index for All Urban Consumers (CPI-U), All Items, Revised Series (1982-84=100) as published by the Bureau of Labor Statistics.

A.3 Effective January 1, 2022~~19~~, the monthly rates of pay for each pay grade for classifications of work and the longevity bonus covered by this Agreement, shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Indexes average, June ~~2017-2020~~ through June ~~2018-2021~~ but in no case shall the increase be less than two percent (2.0%) or more than ~~five~~ ~~our~~ percent (5.4%). The index used shall be the Consumer Price Index for All Urban Consumers (CPI-U), All Items, Revised Series (1982-84=100) as published by the Bureau of Labor Statistics.

A.4 STEP Increases – STEPS A to B, B to C, C to D, D to E, E to F, and F to G are STEP increases which become effective upon completion of the specified months of employment identified in Section A.1.

A.5 Longevity Bonus – In addition to the hourly rates of pay provided for in Appendix “A”, employees shall receive a monthly Longevity Bonus based upon their years of service with the Employer as follows:

After the first nine (9) years of service with the Employer, an employee shall receive per month in addition to their regular wage as follows: ~~2017-2020~~ – ~~sixty-nine~~~~seventy-five~~ dollars and ~~twenty-six~~~~thirty-nine~~ cents (\$~~69.26~~~~75.39~~). The above dollar amount shall be increased by June – June CPI-U for ~~2018~~~~2021~~, and ~~2019~~~~2022~~.

After fourteen (14) years of service with the Employer, an employee shall receive per month in addition to their regular wage as follows: ~~2017-2020~~ – one hundred ~~thirty-eight~~~~fifty~~ dollars and ~~fifty-seven~~~~eighty-three~~ cents (\$~~138.57~~~~150.83~~). The above dollar amount shall be increased by June – June CPI-U for ~~2018~~~~2021~~, and ~~2019~~~~2022~~.

After nineteen (19) years of service with the Employer, an employee shall receive per month in addition to their regular wage as follows: ~~2017-2020~~ – two hundred ~~seven~~~~twenty-six~~ dollars and ~~seventy-seven~~~~fifteen~~ cents (\$~~207.77~~~~226.15~~) The above dollar amount shall be increased by June – June CPI-U for ~~2018~~~~2021~~, and ~~2019~~~~2022~~.

~~The new longevity rates shall take effect July 1, 2017.~~

*The Longevity Bonus is increased each year at the same Consumer Price Index (CPI-U) rate as wages.

A.6 Step Placement Upon Promotion - An employee who is promoted to a higher paid classification shall be placed into the lowest pay STEP in the higher classification which provides for at least a five percent (5%) pay increase. Promotion to a higher classification shall not modify an employee’s anniversary date for future STEP advancements.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

CITY OF CARNATION, WASHINGTON

By _____
Scott A. Sullivan, Secretary-Treasurer

By _____
~~Bob Jean, Interim City Manager~~
Amy Arrington, City Manager

Date _____

Date _____



CARNATION CITY COUNCIL AGENDA BILL

<p>TITLE: A Motion authorizing the City Manager to negotiate and execute Addendum #2 to the Professional Services Agreement with Otak, Inc., for services related to the acquisition of ROW for the Tolt Avenue CBD Improvement Project., in an amount not to exceed \$32,079.</p> <p>EXHIBITS:</p> <ul style="list-style-type: none"> Attached memorandum with information on the conditions of Addendum #2. 	Agenda Bill No.:	AB20-08
	Type of Action:	MOTION
	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Manager
	Date Submitted:	01/17/2020
	For Agenda of:	01/21/2020
	Expenditure Required:	\$32,079
	Amount Budgeted:	
	Appropriation Required:	
<p>SUMMARY STATEMENT AND DISCUSSION:</p> <p>To accommodate certain improvements needed for the Tolt Avenue CBD project, the acquisition of several small sections of rights-of-way (ROW) is necessary. The City entered into an agreement with Otak for the services related to this effort in an amount not to exceed \$97,000. The scope of this work included obtaining preliminary title commitments, title analysis, Project Funding Estimate, Administrative Offer Summary, preparing offer letters, negotiating with property owners, and securing right-of-way certification. Items that were not included in the contract included preparation of legal descriptions and exhibits for the ROW acquisitions and easements.</p> <p>The attached memorandum details the conditions that will be included in Addendum #2.</p>		
<p>RECOMMENDED ACTION: I move to authorize the City Manager to negotiate and execute Addendum #2 to the Professional Services Agreement with Otak, Inc., for services related to the acquisition of ROW for the Tolt Avenue CBD Improvement Project., in an amount not to exceed \$32,079.</p>		
<p>LEGISLATIVE HISTORY:</p> <p>April 17, 2018: Consultant Agreement approved in the amount of \$24,700. July 17, 2018: Addendum #1 approved in the amount of \$72,300.</p>		
ACTION TAKEN		
MOTION AS PROPOSED		
Motion made by:		
Second by:		
	YES Vote	NO Vote
Hawkins		
Ribail		
Harris		
Lisk		
Green		
Passed/Failed		
Ordinance/Resolution No.:		
MOTION AS AMENDED		
Motion made by:		
Second by:		
	YES Vote	NO Vote
Hawkins		
Ribail		
Harris		
Lisk		
Green		
Passed/Failed		
Ordinance/Resolution No.:		



CARNATION CITY COUNCIL

Subject: Otak's Addendum #2 for Right-of-Way Services

Origin: Amy Arrington, City Manager

Date Submitted: 01/17/2020

Agenda Date: 01/21/2020

Councilmembers,

Staff is recommending approval of Addendum #2 to the Otak Consulting Agreement for Right-of-Way Acquisition related to the Tolt Avenue CBD Improvement Project.

The proposed addendum will have a not to exceed amount of \$32,079 and the scope of work will include preparation of the legal descriptions and exhibits that were needed for the right-of-way (ROW) easements but not included in either the original project design contract, the secondary professional services agreement, or the first addendum to said contract.

Terms of the negotiated agreement will include:

- Once the budget is approved and the Supplement is executed, the City will promptly pay outstanding invoices associated with the ROW work along with any remaining charges up to the adjusted budget amount.
- The City recognizes that Otak has requested an additional \$16,229 for ROW acquisition work. The City will continue its discussions with Otak on this request to determine whether this is a fair and equitable request.
- The City will present its contract form, with these conditions, for execution.

Staff will review these items in more detail at Tuesday's meeting.



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A Motion authorizing the City Manager to execute a Compliance Agreement with Jeffrey Parks for code enforcement resolution.	Agenda Bill No.:	AB20-09			
	Type of Action:	MOTION			
	Origin: <i>(Council/Manager)</i>	City Manager			
	Agenda Bill Author:	City Planner			
EXHIBITS: <ul style="list-style-type: none"> Notice of Violation letter Proposed Compliance Agreement for code enforcement resolution 	Date Submitted:	01/16/2020			
	For Agenda of:	01/21/2020			
	Expenditure Required:				
	Amount Budgeted:				
	Appropriation Required:				
SUMMARY STATEMENT AND DISCUSSION: <p>Mr. Jeffrey Parks owns the property at 31952 Bagwell Street in Carnation, Washington (Parcel No. 8658302670). The compliance issues are: 1) Significant accumulations of wood and other debris in the front/side yards, and 2) a dilapidated carport or shelter abutting the alley/public right of way. The City provided Mr. Parks several Notices of Violation in October 2019 in order to remedy the violations or face civil penalties. The code enforcement issues outline above were deemed resolved on October 18, 2019. As of that date, civil penalties accumulated to the amount of \$1,000. Working with the City Attorney, we drafted the attached Compliance Agreement, to waive or reduce the fine, which states that the property must be kept free of violations for a period of three (3) years and that city staff is allowed, with proper 48-hour notice, to enter and inspect the property to ensure compliance. Mr. Parks has not responded to staff's offering of this agreement, so we are following up with formal action to have this agreement signed by both the City and Mr. Parks. If Mr. Parks does not sign or does not respond, we will move forward with assessing the \$1,000 fine.</p>					
RECOMMENDED ACTION: I move to authorize the City Manager to execute a Compliance Agreement with Jeffrey Parks for code enforcement resolution.					
LEGISLATIVE HISTORY: None.					
ACTION TAKEN					
MOTION AS PROPOSED		MOTION AS AMENDED			
Motion made by:		Motion made by:			
Second by:		Second by:			
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Lisk			Lisk		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		



NOTICE OF VIOLATION

To: Jeffrey Parks, Landowner
P.O. Box 164
Duvall, WA 98019

Everado Pena, Occupant
PO Box 912
Preston, WA 98050-0912

**RE: 31952 Bagwell Street (APN 8658302670)—Determination of Public Nuisance,
Assessment of Monetary Penalties and Abatement Warning**

I. DETERMINATION OF PUBLIC NUISANCE

This Notice of Violation is issued pursuant to Chapter 8.26 of the Carnation Municipal Code (CMC). Based upon repeated observations of the premises located at 31952 Bagwell Street, the following conditions have been observed:

1. Significant accumulations of wood and other debris in the front/side yards; and
2. A dilapidated carport or shelter abutting the alley/public right-of-way.

The conditions of the subject premises constitute a public nuisance pursuant to CMC 8.26.030(B)(3) and CMC 8.26.030(C), which provide in relevant part as follows:

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

.....

B. Erecting, maintaining, using, placing, depositing, leaving or permitting to be or remain in or upon any premises, which may be viewed or smelled from without the premises, or in or upon any street, alley, sidewalk, park, parkway or other public or private place in the city, any one or more of the following disorderly, disturbing, unsanitary, fly-producing, rat-harboring, disease-causing places, conditions or things:

3. An accumulation of material including, but not limited to bottles, cans, glass, plastic, ashes, scrap metal, wire bric-a-brac, broken stone or cement, broken crockery, broken glass, broken plaster, litter, rags, empty barrels, boxes, crates, packing cases, mattresses, bedding, packing hay, straw or other packing material or building materials on any premises which not properly stored or neatly piled or is offensive to a reasonable person or in which flies or rats may breed or multiply; or

C. The existence of any fence or other structure on private property abutting or fronting upon any public street, sidewalk or place which in in a sagging, fallen, decayed or other dilapidated or unsafe condition[.]

Pursuant to CMC 8.26.020, it is a violation of Chapter 8.26 CMC for any person to permit, create, maintain or allow upon any premises any condition that constitutes a public nuisance.

II. ASSESSMENT OF MONETARY PENALTIES

Pursuant to CMC 8.26.030 and CMC 8.26.040(A), violations of Chapter 8.26 CMC are punishable by the imposition of monetary penalties in the amount of two hundred fifty dollars per day for each day that a nuisance condition remains uncorrected. In accordance with this authority, you are hereby assessed a penalty in the amount of **\$250.00**. Additional penalties in this amount will continue to be imposed each day until the above-referenced nuisance conditions have been eliminated. The current total amount of accrued monetary penalties is **\$500.00**.

III. ORDER; REMEDIAL ACTIONS REQUIRED;

You are hereby ordered to fully correct the unlawful conditions identified above no later than **October 29, 2019**, and to schedule a compliance inspection by the City of Carnation to occur no later than that date. If and to the extent that such correction requires the issuance of any additional permits, licenses and/or approvals, you are exclusively responsible for applying for and obtaining the same at your sole expense.

Failure to correct the unlawful condition by the compliance deadline stated above may subject you to further and additional enforcement action(s), violation penalties, abatement proceedings, and/or any other penalty or remedy provided by law. Without limitation of the foregoing, the City may proceed to abate this condition as a public nuisance and charge all expenses incurred against you. The City may also refer this matter to the City's Police Department and/or Prosecuting Attorney with a request to pursue criminal misdemeanor charges against you.

IV. APPEAL

This Notice of Violation may be appealed to the City of Carnation Hearing Examiner by filing a written Notice of Appeal with the City Clerk within 14 calendar days of the date of listed below. The Notice of Appeal shall include the name and address of the appellant, shall include a statement of grounds for the appeal and the factual and legal basis therefore, and shall be signed by the appellant.

Your immediate attention to this matter is warranted.

If you have any questions, please contact me at (425) 333-4192 or by email at amy.arrington@carnationwa.gov.

DATED this 15th day of October, 2019



Amy Arrington, City Manager

Sent by U.S. Mail and Certified Mail and posted on site



COMPLIANCE AGREEMENT FOR CODE ENFORCEMENT

Subject Property: 31952 Bagwell Street, Carnation, Washington
Parcel No. 8658302670

The City of Carnation ("City") and Jeffrey Parks ("Landowner") hereby agree and covenant as follows:

Recitals

- A. A Notice of Violation was issued for the above subject property daily between October 14, 2019 and October 18, 2019, for a total of five days. The Notice of Violation was issued due to the following observed conditions:
 1. Significant accumulations of wood and other debris in the front/side yards.
 2. A dilapidated carport or shelter abutting the alley/public right of way.
- B. The conditions of the subject premises constitute violations of the Carnation Municipal Code (CMC) and a public nuisance pursuant to CMC 8.26.030(B)(3) and CMC 8.26.030(C).
- C. Pursuant to CMC 8.26.030 and CMC 8.26.040(A), violations of Chapter 8.26 CMC are punishable by the imposition of monetary penalties in the amount of two hundred fifty dollars per day for each day that a nuisance condition remains uncorrected. Each day the violations were not remedied, the landowner accumulated a fee of \$250. It was determined that the violations were remedied on October 17, 2019 which equates to a total fine of \$1,000.
- D. Landowner was given the option to pay the fine outright or, alternatively, to execute this compliance agreement in order to reduce or waive the accumulated fine.

Now, therefore, in consideration of mutual benefits accruing, and other consideration the receipt and sufficiency is mutually acknowledged, the City and Landowner agree to the following terms and conditions:

Terms

1. Landowner acknowledges, admits, and concedes that the above activities took place on the subject property and they are violations of City of Carnation Municipal Code. Landowner further acknowledges, admits, and concedes that Landowner is ultimately responsible for any and all code violations occurring on

the subject property at 31952 Bagwell Street, Carnation, Washington (parcel no. 8658302670).

2. In consideration for the City waiving the above-referenced monetary fine, Landowner hereby agrees to:
 - a. Ensure full code compliance on the above-referenced property for a period of three (3) years from the date of this agreement; and
 - b. Allow the City of Carnation staff full right-of-entry, upon 48 hours advance written notice, to inspect the property during the compliance period.
3. In consideration for Landowner's promises and performance hereunder, the City agrees to waive the above-referenced monetary fine.
4. Should this agreement be violated by Landowner, the City of Carnation may take legal action to collect the fines associated with the code enforcement actions. The original amount of \$1,000 will be assessed against Landowner, in addition to all accrued interest at the rate of 12 percent per annum, and the same shall be immediately due and payable together with full reimbursement of the City's enforcement and collection costs. The assessment and collection of such fines shall be separate from and additional to, and without prejudice to, any and all other applicable remedies and penalties available to the City.
5. This agreement shall expire three years from the date of signature below.
6. This agreement shall be governed by the laws of the State of Washington. The exclusive venue for any action arising out of this agreement shall be the courts of King County, Washington. The substantially prevailing party in any such action shall be entitled to an award of its reasonable attorneys' fees and costs.

Entered into this agreement on this _____ day of _____ 2020.

For City of Carnation, Washington:

By: _____

Its: _____

Date: _____

For Landowner:

By: _____

Date: _____



CARNATION CITY COUNCIL

Subject: Recology Contract
Origin: Amy Arrington, City Manager
Date Submitted: 01/17/2020
Agenda Date: 01/21/2020

The City's contract with Recology, for solid waste services, expires December 31, 2020. Said contract allows both parties the opportunity to extend the contract for two additional two-year terms.

Recology has served the community well and staff would recommend the City pursue the first two-year extension. This topic is being presented for Council discussion and direction.

Amy Arrington

From: Jim Ribail
Sent: Thursday, January 16, 2020 10:30 AM
To: Amy Arrington
Subject: Fw: Gambling Laws

I might want you to print this for agenda review

Thank you,

Jim Ribail
Deputy Mayor
City of Carnation
Council Position 2

From: Raimond, Robert (GMB) <robert.raimond@wsgc.wa.gov>
Sent: Thursday, January 16, 2020 9:12 AM
To: Jim Ribail <jim.ribail@carnationwa.gov>
Subject: Gambling Laws

Jim,

It was nice speaking with you on the phone this morning. Please see below regarding the sale of bingo cards on the internet.

[RCW 9.46.240 Gambling Information, Transmitting or Receiving](#)

Gambling information, transmitting or receiving.

Whoever knowingly transmits or receives gambling information by telephone, telegraph, radio, semaphore, the internet, a telecommunications transmission system, or similar means, or knowingly installs or maintains equipment for the transmission or receipt of gambling information shall be guilty of a class C felony subject to the penalty set forth in [RCW 9A.20.021](#).

Regards,

Robert Raimond
Washington State Gambling Commission
501 S. 336th St.
Ste. 210
Federal Way, WA 98003
Cell: (425) 272 3007
Office: (253) 336 0479
Email: Robert.Raimond@wsgc.wa.gov

RCW 9.46.240

Gambling information, transmitting or receiving.

Whoever knowingly transmits or receives gambling information by telephone, telegraph, radio, semaphore, the internet, a telecommunications transmission system, or similar means, or knowingly installs or maintains equipment for the transmission or receipt of gambling information shall be guilty of a class C felony subject to the penalty set forth in RCW 9A.20.021. However, this section shall not apply to such information transmitted or received or equipment installed or maintained relating to activities authorized by this chapter or to any act or acts in furtherance thereof when conducted in compliance with the provisions of this chapter and in accordance with the rules adopted under this chapter.

[2006 c 290 § 2; 1991 c 261 § 9; 1987 c 4 § 44; 1973 1st ex.s. c 218 § 24.]

NOTES:

State policy—2006 c 290: "It is the policy of this state to prohibit all forms and means of gambling, except where carefully and specifically authorized and regulated. With the advent of the internet and other technologies and means of communication that were not contemplated when either the gambling act was enacted in 1973, or the lottery commission was created in 1982, it is appropriate for this legislature to reaffirm the policy prohibiting gambling that exploits such new technologies." [2006 c 290 § 1.]

RCW 9A.20.021

Maximum sentences for crimes committed July 1, 1984, and after.

(1) Felony. Unless a different maximum sentence for a classified felony is specifically established by a statute of this state, no person convicted of a classified felony shall be punished by confinement or fine exceeding the following:

(a) For a class A felony, by confinement in a state correctional institution for a term of life imprisonment, or by a fine in an amount fixed by the court of fifty thousand dollars, or by both such confinement and fine;

(b) For a class B felony, by confinement in a state correctional institution for a term of ten years, or by a fine in an amount fixed by the court of twenty thousand dollars, or by both such confinement and fine;

(c) For a class C felony, by confinement in a state correctional institution for five years, or by a fine in an amount fixed by the court of ten thousand dollars, or by both such confinement and fine.

(2) Gross misdemeanor. Every person convicted of a gross misdemeanor defined in Title 9A RCW shall be punished by imprisonment in the county jail for a maximum term fixed by the court of up to three hundred sixty-four days, or by a fine in an amount fixed by the court of not more than five thousand dollars, or by both such imprisonment and fine.

(3) Misdemeanor. Every person convicted of a misdemeanor defined in Title 9A RCW shall be punished by imprisonment in the county jail for a maximum term fixed by the court of not more than ninety days, or by a fine in an amount fixed by the court of not more than one thousand dollars, or by both such imprisonment and fine.

(4) This section applies to only those crimes committed on or after July 1, 1984.

(5) The fines in this section apply to adult offenders only.

[2015 c 265 § 16; 2011 c 96 § 13. Prior: 2003 c 288 § 7; 2003 c 53 § 63; 1982 c 192 § 10.]

NOTES:

Finding—Intent—2015 c 265: See note following RCW 13.50.010.

Findings—Intent—2011 c 96: "The legislature finds that a maximum sentence by a court in the state of Washington for a gross misdemeanor can, under federal law, result in the automatic deportation of a person who has lawfully immigrated to the United States, is a victim of domestic violence or a political refugee, even when all or part of the sentence to total confinement is suspended. The legislature further finds that this is a disproportionate outcome, when compared to a person who has been convicted of certain felonies which, under the state's determinate sentencing law, must be sentenced to less than one year and, hence, either have no impact on that person's residency status or will provide that person an opportunity to be heard in immigration proceedings where the court will determine whether deportation is appropriate. Therefore, it is the intent of the legislature to cure this inequity by reducing the maximum sentence for a gross misdemeanor by one day." [2011 c 96 § 1.]

Intent—Effective date—2003 c 53: See notes following RCW 2.48.180.

Penalty assessments in addition to fine or bail forfeiture—Crime victim and witness programs in county: RCW 7.68.035.



City of Carnation Meeting Calendar and Preliminary Agendas

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

1/22/2020	SVGA			
		Hosted by the City of Carnation at Miller's.		
		<i>Origin:</i>	<i>Staff:</i>	<i>Firm Date?</i> <input checked="" type="checkbox"/>
1/28/2020	City Council			
		AWC Action Days - Olympia		
		<i>Origin:</i>	<i>Staff:</i>	<i>Firm Date?</i> <input checked="" type="checkbox"/>
1/28/2020	Planning Board			
		UNFINISHED BUSINESS		
		DISCUSSION Continued review of Table of Permissible Non-residential uses.		
		<i>Origin:</i> Council of the Whole	<i>Staff:</i> City Planner	<i>Firm Date?</i> <input checked="" type="checkbox"/>
		NEW BUSINESS		
		DISCUSSION 2020 Docket for amendments to Comp Plan and Land Use Code.		
		<i>Origin:</i> Council of the Whole	<i>Staff:</i> City Planner	<i>Firm Date?</i> <input checked="" type="checkbox"/>
1/29/2020	City Council			
		WORKSHOP		
		DISCUSSION Countywide Planning Policies (CPPs)		
		<i>Origin:</i> City Manager	<i>Staff:</i> City Planner	<i>Firm Date?</i> <input checked="" type="checkbox"/>
		DISCUSSION Frontage improvement policy for small infill development.		
		<i>Origin:</i> City Manager	<i>Staff:</i> City Manager	<i>Firm Date?</i> <input checked="" type="checkbox"/>
2/1/2020	City Council			
		City Council Retreat, 9:00 AM - 3:00 PM at Carnation Tree Farm.		
		<i>Origin:</i> Council of the Whole	<i>Staff:</i> City Manager	<i>Firm Date?</i> <input checked="" type="checkbox"/>
2/4/2020	City Council			
		PRESENTATION		
		DISCUSSION Snoqualmie Watershed Forum, by Elissa Ostergaard.		
		<i>Origin:</i> City Manager	<i>Staff:</i> City Planner	<i>Firm Date?</i> <input checked="" type="checkbox"/>
		DISCUSSION Police Services Report. (Q4-2019)		
		<i>Origin:</i> Public Health & Safety	<i>Staff:</i> City Manager	<i>Firm Date?</i> <input type="checkbox"/>
2/18/2020	City Council			
		AGENDA BILLS		
		ORDINANCE Implementing SHB 1406 Affordable Housing Sales Tax Credit		
		<i>Origin:</i> Council of the Whole	<i>Staff:</i> City Manager	<i>Firm Date?</i> <input type="checkbox"/>
		OTHER BUSINESS		
		DISCUSSION Project priorities for 2021 TIP and 2021-2026 STIP.		
		<i>Origin:</i> City Manager	<i>Staff:</i> City Clerk	<i>Firm Date?</i> <input type="checkbox"/>
		PUBLIC HEARING		
		DISCUSSION Potential sale of the Old Maintenance Shop. (also needs reso to approve terms of sale)		
		<i>Origin:</i> City Manager	<i>Staff:</i> City Manager	<i>Firm Date?</i> <input type="checkbox"/>
2/25/2020	Planning Board			
		Regular meeting.		
		<i>Origin:</i>	<i>Staff:</i> City Planner	<i>Firm Date?</i> <input type="checkbox"/>

3/3/2020 City Council**AGENDA BILLS**

RESOLUTION Approving Terms of Sale for the Old Maintenance Shop. (also needs public hearing for sale)
Origin: City Manager *Staff:* City Manager *Firm Date?*

OTHER BUSINESS

DISCUSSION ILA with King County for District Court Services.
Origin: City Manager *Staff:* City Manager *Firm Date?*

DISCUSSION 2020 Budget Amendment.
Origin: City Manager *Staff:* Treasurer *Firm Date?*

DISCUSSION AWC Youth Scholarship candidate selection.
Origin: Council of the Whole *Staff:* City Manager *Firm Date?*

PRESENTATION

DISCUSSION Sound Cities Association, by Deanna Dawson.
Origin: City Manager *Staff:* City Manager *Firm Date?*

3/17/2020 City Council**AGENDA BILLS**

MOTION Approving ILA with King County for District Court Services.
Origin: City Manager *Staff:* City Manager *Firm Date?*

ORDINANCE 2020 Budget Amendment.
Origin: Finance & Operations *Staff:* Treasurer *Firm Date?*

OTHER BUSINESS

DISCUSSION Review of draft 2021 TIP and 2021-2026 STIP.
Origin: City Manager *Staff:* City Clerk *Firm Date?*

3/24/2020 Planning Board

Regular meeting.
Origin: *Staff:* City Planner *Firm Date?*

4/7/2020 City Council**PUBLIC HEARING**

DISCUSSION 2021-2026 STIP.
Origin: City Manager *Staff:* City Clerk *Firm Date?*

4/21/2020 City Council**AGENDA BILLS**

RESOLUTION Adopting 2021 TIP and 2021-2026 STIP.
Origin: City Manager *Staff:* City Clerk *Firm Date?*

PRESENTATION

DISCUSSION Police Services Report. (Q1-2020)
Origin: Public Health & Safety *Staff:* City Manager *Firm Date?*

4/28/2020 Planning Board**UNFINISHED BUSINESS**

DISCUSSION Review proposed amendments to Comp Plan Chapters 7 & 9.
Origin: City Manager *Staff:* City Planner *Firm Date?*

5/5/2020 City Council**OTHER BUSINESS**

DISCUSSION 2018 Washington Building Codes (adoption before 07/01/2020)
Origin: City Manager *Staff:* City Clerk *Firm Date?*

5/19/2020 City Council

Regular meeting.

Origin:

Staff:

Firm Date?

5/26/2020 Planning Board

PUBLIC HEARING

DISCUSSION 2020 Amendments to Comprehensive Plan (Chapters 7 & 9)

Origin:

Staff: City Planner

Firm Date?

RECOMMENDATION

MOTION Recommendation to City Council regarding 2020 Amendments to Comprehensive Plan (Chapters 7 & 9)

Origin:

Staff: City Planner

Firm Date?

6/2/2020 City Council

AGENDA BILLS

ORDINANCE Adopting the 2018 Washington State Building Codes.

Origin: City Manager

Staff: City Manager

Firm Date?

RESOLUTION Adopt revised Fire Fees.

Origin: City Manager

Staff: City Manager

Firm Date?

OTHER BUSINESS

DISCUSSION Review of Planning Board recommendation for 2020 Amendments to Comprehensive Plan (Chapters 7 & 9).

Origin: City Manager

Staff: City Planner

Firm Date?

6/16/2020 City Council

WORKSHOP

DISCUSSION 2021 Budget goals and funding priorities.

Origin: City Manager

Staff: City Manager

Firm Date?

6/23/2020 Planning Board

Regular meeting.

Origin:

Staff: City Planner

Firm Date?

7/7/2020 City Council

OTHER BUSINESS

DISCUSSION Review of the 2020 Update to the Carnation Comprehensive Emergency Management Plan. (due in December?)

Origin:

Staff: City Manager

Firm Date?

7/21/2020 City Council

AGENDA BILLS

RESOLUTION Adopting the 2020 Update to the Carnation Comprehensive Emergency Management Plan. (due in December?)

Origin:

Staff: City Manager

Firm Date?

7/28/2020 Planning Board

Regular meeting.

Origin:

Staff: City Planner

Firm Date?

8/4/2020 City Council

Regular meeting.

Origin:

Staff:

Firm Date?

8/18/2020	City Council			
	Regular meeting.			
	<i>Origin:</i>	<i>Staff:</i>	<i>Firm Date?</i>	<input type="checkbox"/>
8/25/2020	Planning Board			
	Regular meeting.			
	<i>Origin:</i>	<i>Staff:</i> City Planner	<i>Firm Date?</i>	<input type="checkbox"/>
9/1/2020	City Council			
	Regular meeting.			
	<i>Origin:</i>	<i>Staff:</i>	<i>Firm Date?</i>	<input type="checkbox"/>
9/15/2020	City Council			
	Regular meeting.			
	<i>Origin:</i>	<i>Staff:</i>	<i>Firm Date?</i>	<input type="checkbox"/>
9/22/2020	Planning Board			
	Regular meeting.			
	<i>Origin:</i>	<i>Staff:</i> City Planner	<i>Firm Date?</i>	<input type="checkbox"/>
10/6/2020	City Council			
	OTHER BUSINESS			
	DISCUSSION	Review of 2021 Proposed Preliminary Budget.		
	<i>Origin:</i>	City Manager	<i>Staff:</i> City Manager	<i>Firm Date?</i>
10/20/2020	City Council			
	OTHER BUSINESS			
	DISCUSSION	Continued review of 2021 Proposed Preliminary Budget.		
	<i>Origin:</i>	City Manager	<i>Staff:</i> City Manager	<i>Firm Date?</i>
10/27/2020	Planning Board			
	Regular meeting.			
	<i>Origin:</i>	<i>Staff:</i> City Planner	<i>Firm Date?</i>	<input type="checkbox"/>
11/3/2020	City Council			
	PUBLIC HEARING			
	DISCUSSION	2021 Preliminary Budget & Revenue Sources.		
	<i>Origin:</i>	City Manager	<i>Staff:</i> City Manager	<i>Firm Date?</i>
11/17/2020	City Council			
	AGENDA BILLS			
	ORDINANCE	Adopting 2021 Property Tax Levy.		
	<i>Origin:</i>	City Manager	<i>Staff:</i> City Clerk	<i>Firm Date?</i>
	RESOLUTION	Certifying the budget for the 2021 Property Tax Levy.		
	<i>Origin:</i>	City Manager	<i>Staff:</i> City Clerk	<i>Firm Date?</i>
	PUBLIC HEARING			
	DISCUSSION	2021 Budget.		
	<i>Origin:</i>	City Manager	<i>Staff:</i> City Manager	<i>Firm Date?</i>
11/24/2020	Planning Board			
	Regular meeting.			
	<i>Origin:</i>	<i>Staff:</i> City Planner	<i>Firm Date?</i>	<input type="checkbox"/>

12/1/2020 City Council

AGENDA BILLS

ORDINANCE Adopting 2021 Budget.

Origin: City Manager

Staff: Treasurer

Firm Date?

12/15/2020 City Council

Regular meeting.

Origin:

Staff:

Firm Date?

12/22/2020 Planning Board

Regular meeting.

Origin:

Staff: City Planner

Firm Date?

9/6/2022 City Council

OTHER BUSINESS

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

Origin: Ordinance 914

Staff: City Manager

Firm Date?
