

Councilmembers

Position No.

1. Tod Gunther
2. Barbara Ford, Deputy Mayor
3. Brandon Hoyt
4. Dave Harman
5. Nicola McDonald
6. Josh Penner
7. Scott Drennen

**ORTING CITY COUNCIL****Regular Business Meeting Agenda**

Public Safety Building
401 Washington Ave. SE, Orting, WA

October 12th, 2016

7 p.m.

Mayor Joachim Pestinger.

A. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL. REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA.

B. PRESENTATION

1. **Proclamation-** Recognizing Domestic Violence Awareness Month.
 - *Mayor Pestinger/ Joe O'Neil, Exodus Housing*
2. **Proclamation-** Code Enforcement Officer Appreciation Week.
 - *Mayor Pestinger/ Chief Drake*

C. CONSENT AGENDA

- Minutes of September 28th, 2016
 - Payroll and Claims Warrants
- Motion:** *Move to approve Consent Agenda as prepared.*

D. PUBLIC COMMENTS: *Persons wishing to address the City Council regarding items that are not on the agenda are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name and address for the record. Please limit your comments to 3 minutes. Thank you for attending.*

E. COMMITTEE AND COUNCIL STANDING REPORTS

- Finance - *DM Ford/CM Hoyt*
- Public Safety- *CM Gunther/CM Harmon*
- Public Works- *CM McDonald/CM Penner*
- Emergency Evacuation Bridge System- *CM Drennen*
- Agricultural – *CM Hoyt*
- Mayor's Report – *Mayor Pestinger*
- Miscellaneous activity reports, i.e. PSRC, special meetings, etc.

F. COMMISSION REPORTS

- Planning Commission
- Parks Commission

G. OLD BUSINESS

1. **DISCUSSION-** Calistoga Park Plan- Scope & Budget.
 - *Mark Bethune*

2. AB16-96- Amended Wetland Mitigation Project- Interagency Agreement with the Department of Ecology.

- **CM McDonald**

Motion: to authorize the City to enter into an Interagency Agreement with the Department of Ecology in the amount of \$7,000 for labor services, to lay down bark mulch for the Calistoga Setback Levee.

3. AB16-97- Deputy Mayor for 2017

- **Deputy Mayor Ford**

Motion: To approve the appointment of _____ as Deputy Mayor for 2017.

H. NEW BUSINESS

1. AB16-98- Resolution No 2016-25- Affirming Pierce County Ordinance No. 2016-44.

- **CM Hoyt**

Motion: to approve Resolution No. 2016-25, affirming Pierce County's Ordinance No 2016-44, land use application.

2. AB 16-99- Ordinance No. 2016-997, Amending Ordinance No. 2016-989, As Amended At Ordinance No. 2016-994, And Orting Municipal Code 6-3b-10 Violation; Penalty; Regarding Regulation Of Livestock Within City.

- **Charlotte Archer**

Motion: to approve first reading of Ordinance NO. 2016-997. Amending Ordinance No. 2016 989, as amended at Ordinance No. 2016-994, and Orting Municipal code 6-3b-10 (violation; penalty; regarding regulation of livestock within City;

3. AB 16-100 – Resolution No. 2016-26, Approving amended Interlocal Agreement with Association of Washington Cities- Risk Management Services Agency (RMSA).

- **DM Ford**

Motion: to approve the amended Interlocal Agreement with the Association of Washington Cities Risk Management Services Association.

4. AB16-101- Approval Of Bid From Vermeer Northwest For The Purchase Of A Vactor Trailer.

- **CM McDonald**

Motion: To approve Vermeer Northwest bid of \$93,783.00 for the purchase of a Vactor Trailer.

I. EXECUTIVE SESSION

J. ADJOURNMENT

Motion: Move to Adjourn.

Upcoming Meetings:

Special Budget Meeting: October 13, 2016, 6p.m.

Special Retreat Meeting October 19, 2016, 6p.m.

Next Regular Meeting: October 26th, 2016 (PSB)



City of

ORTING WASHINGTON

Small Town,
Big View

PROCLAMATION

Recognizing Domestic Violence Awareness Month

WHEREAS, domestic violence is a confrontation between family or household members involving physical harm, harassment, sexual assault, or reasonable fear of physical harm; and

WHEREAS, domestic violence is not only a personal tragedy, but a crime that affects men, women, children, neighborhoods, and communities; and

WHEREAS, domestic violence is the leading cause of injury to women between the ages of 15 and 44 in the United States - more than car accidents, muggings, and rapes combined; and

WHEREAS, children who grow up in violent homes are likely to also be abused and neglected; and

WHEREAS, the City of Orting believes that our community, including every residence, should be a place of safety for all individuals; and

WHEREAS, the City helps victims obtain resources and discuss safety plans; and

WHEREAS, the City's legal department prosecutes domestic violence related cases to hold perpetrators accountable for their actions;

NOW, THEREFORE, be it proclaimed that the Mayor of the City of Orting declares October as Domestic Violence Awareness Month and encourages all citizens to actively stand against domestic violence in our community.

Dated this 12th day of October, 2016

Joachim Pestinger, Mayor



City of

ORTING WASHINGTON

Small Town,
Big View

MAYORAL PROCLAMATION
CODE ENFORCEMENT OFFICER
APPRECIATION WEEK
October 24th – 28th, 2016

WHEREAS, Code Enforcement Officers Provide For Safety, Health And Welfare Of The Citizens In The Communities Throughout The State Of Washington By Dealing With Various Issues Of Building, Zoning, Housing, Animal Control, Environmental, Health And Life Safety; And

WHEREAS, Code Enforcement Officers Are Called Upon To Provide Quality Customer Service And Excellence To The Residents And Businesses Of The Communities In Which They Serve;

NOW, THEREFORE, Be It Proclaimed By The Mayor And City Council Of The City Of Orting Washington, The Week Of October 24th - October 28th, 2016 As Code Enforcement Officer Appreciation Week, And Call Upon Our Residents To Join In Recognizing And Expressing Their Appreciation For The Dedication And Service Of Larry Isenhardt, Our Code Enforcement Officer.

Joachim Pestinger, Mayor

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Mayor Joachim Pestinger

ORTING CITY COUNCIL

Regular Business Meeting Minutes

Orting Public Safety Building
401 Washington Ave. SE, Orting, WA

September 28, 2016
7 p.m.

A. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL.

Mayor Pestinger called the meeting to order at 7:03p.m. in the in the Public Safety Building. Councilmember Harman led the Pledge of Allegiance.

Councilmembers Present

Deputy Mayor Barbara Ford, Councilmembers Scott Drennen, Tod Gunther, Dave Harman, Nicola McDonald, Josh Penner, and Brandon Hoyt.

Staff Present

Mark Bethune, City Administrator, Jane Montgomery, City Clerk, Scott Larson, Treasurer, Charlotte Archer, City Attorney,

REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA

Mayor Pestinger stated that there would be an executive session regarding pending litigation, Per RCW 42.30.110 (i).

B. CONSENT AGENDA:

- Minutes of September 14, 2016
- Payroll and Claims Warrants

*Deputy Mayor Ford made a motion to approve Consent Agenda as prepared.
Second by Councilmember Hoyt. Motion passed (7-0)*

C. PUBLIC COMMENTS

Susan Rigley

Ms. Rigley from the Pierce County Library in Orting briefed the Council on upcoming programs:

- Story time;
- Thursday programs 2 times a month;
- Harvest program;
- Homeschool hubs;
- Lego madness;
- Work source Washington on the 26th of October- Resume assistance.

Ms. Rigley handed out a flyer to City Council members.

Chris Hopfauf

Mr. Hopfauf discussed Traffic Calming on Eldredge Avenue where he resides. He explained the process he has gone thru to resolve the traffic issues on his street. He also discussed the City policy on Traffic calming and his frustration with that process. Mr. Hopfauf stated that he had asked the City to install three way stops for the street and does not agree with the City's decision to install speed limit signs/street signs rather than stop signs.

D. COMMITTEE AND COUNCIL STANDING REPORTS

Community & Government Affairs

Councilmember Harman explained that the Committee is continuing to revise the Council Rules and will bring their final recommended changes to Council when they are completed.

Emergency Preparedness

Councilmember Drennen stated that the Committee had met on the 15th, and they reviewed information from previous meetings. They are looking at potential opportunities to receive professional assistance with a resiliency plan. More information will be brought forward as they determine how to move forward.

Mayor Pestinger announced that the annual "Emergency Preparedness Fair" is on October 1, from 10a.m.-2 or 3p.m. at the Public Safety Building.

Transportation

Councilmember Penner briefed on the following which were discussed at the last meeting on the 19th, and on topics they will discuss in the future:

- Traffic calming on Eldredge Avenue;
- WSDOT Meeting on how to improve SR 162;
- Next WSDOT SR 162 meeting is on October 26th at the PSB.

Discussion ensued between Council and staff regarding traffic challenges on SR 162 for the City of Orting.

Retail Marijuana Business

Deputy Mayor Ford recapped the Committees work on this issue. The City Council held a public hearing and had taken public comments and it appeared that there was enough opposition to allowing the sale of retail Marijuana in the City of Orting that the subcommittee had decided to put this issue on the ballot in November of 2017. The subcommittee will not be meeting again until such time that they need to write a ballot measure. Councilmember Harman asked for a consensus vote for this to go forward and be placed on the ballot next November. This process will begin in June or July of 2017. Council, by consensus, agreed to place this item on the ballot in November of 2017.

Mayor's Report

Mayor Pestinger briefed on the following:

- The Mayor's breakfast meeting;
- ST3 funding for transportation;
- The PSRC meeting;
- Station to McMillan may be on the planning list during ST3.

Deputy Mayor Ford would like to inquire about the possible merger of the Orting Fire Department merging with Graham. The Mayor will invite the Chief to fill the Council in on the merger.

Miscellaneous activity reports, i.e. PSRC, special meetings, etc.

Councilmember Hoyt thanked Councilmember Gunther for putting his name in to be part of the Farmers Market Board. The Farmers Market Board is sponsoring the Pumpkin Fest on October 8th. Councilmember Hoyt will be conducting tours of his farm this year.

E. OLD BUSINESS

1. AB16-91- Ordinance No. 2016-995- Parking Strips and Nuisance Regulations, Amending Orting Municipal Code Section 8-4-2, Adding OMC 8-4-4, and Amending OMC 5-1-2.

Councilmember Penner briefed on this agenda item. First reading of the Ordinance was approved at the September 14, 2016 Council meeting.

Discussion ensued between Council, the Mayor and staff. Councilmember Hoyt expressed concerns that citizens would have to cut down and pay for trees that they did not plant initially.

Councilmember Penner made a motion to approve second reading and adoption of Ordinance No. 2016-995, an Ordinance Of The City Of Orting, Washington, Relating To Parking Strips And Nuisance Regulations; Amending Orting Municipal Code Section 8-4-2, Adding OMC 8-4-4, And Amending OMC 5-1-2. Second by Councilmember McDonald. Motion passed (6-1). Councilmember Hoyt (Against).

Councilmember Drennen informed Council that Rhododendrons have overgrown the Gazebo. Discussion ensued about how to deal with the issue.

Councilmember Hoyt made a motion to trim back the Rhododendrons to the specifications that will allow the plant to remain alive, but at the same time to allow the Police the ability to see what is going on in the Gazebo. Second by Councilmember Penner. Motion passed (7-0)

Madeline Jones will be notified that the Rhododendrons around the Gazebo will be trimmed.

2. AB16-92- Ordinance No. 2016-996- Amending Orting Municipal Code Section 9-2d-5, Regarding Grease, Oil and Sand Interceptors.

Councilmember McDonald briefed on this agenda item. First reading of the Ordinance was approved at the September 14, 2016 Council meeting. This is a housekeeping maintenance item to upkeep the system and prevent deterioration.

Councilmember McDonald made a motion to approve second reading and adoption of Ordinance No. 2016-996, Amending Orting Municipal Code Section 9-2d-5, regarding Grease, Oil and Sand Interceptors. Second by Councilmember Penner. Motion passed (7-0)

3. AB16-93- Interlocal Agreement with Pierce County for Animal Control Services.

Councilmember Gunther briefed on this agenda item. This is the final agreement with Pierce County. The City Attorney confirmed that the agreement has been vetted by the County, and will be going to the Pierce County Council for final vote at the end of the month.

Councilmember Gunther made a motion to approve the Interlocal Agreement with Pierce County for animal control services. Second by Councilmember Harman. Motion passed (7-0)

4. DISCUSSION- Calistoga Park Plan- Scope & Budget

City Administrator Bethune briefed on this agenda item. He had hoped to have the costs associated with hiring a landscape architect completed, but final figures and a report have not been completed. Administrator Bethune hopes to have cost estimates completed for the next Council meeting.

F. NEW BUSINESS

1. COUNCIL DISCUSSION- Guidance on Commissions

Councilmember Gunther informed the Council that he is seeking clarification on the interactions of Councilmembers with Commissions. He outlined the history of the different information he has received regarding what the role and relationship should be between the Council and Commissions.

Discussion ensued regarding the historical formation of the Parks Commission, possible solutions to alleviate confusion, how to increase communication between Commissions and the Council, possible ways to reconfigure the Parks Commission, and the possibility of forming a separate taxing authority for Parks.

Council action: Move this to the Community and Government Affairs Committee to re-evaluate the structure of the Parks Commission and come back to Council with a recommendation.

Council action: Have City Attorney look into the Taxing authority of a Parks District.

2. AB16-94- Deputy Mayor for 2017

Deputy Mayor Ford began the discussion on the process to choose a Deputy Mayor for 2017. To facilitate this process Deputy Mayor Ford asked for two Councilmembers to assist her in the recommendation of a candidate for Deputy Mayor for 2017. Councilmember Hoyt and Councilmember McDonald agreed to assist Deputy Mayor Ford. The next step in the process will be to bring a recommendation to Council for the position of Deputy Mayor.

3. AB16-95- Resolution 2016-24- Resolution to memorialize the City's lead agency status for the Emergency Evacuation Bridge System.

Councilmember Drennen briefed on this agenda item. He presented the history of this project and explained that the formal resolution will be helpful moving forward, particularly in the grant process. He noted that the references to "Bridge for Kids" need to be modified to reflect the new project title which is "Emergency Evacuation Bridge System". The City Clerk will make the necessary modifications to the Resolution.

Councilmember Drennen made a motion to approve Resolution No. 2016-24, a resolution to memorialize the City of Orting's lead agency status for the emergency evacuation bridge system. Second by Councilmember Gunther. Motion passed (7-0)

Administrator Bethune proposed October 13th for the Council budget retreat at 6p.m. Council by consensus agreed to the date.

The meeting to go over Council goals will be on October 19th at 6:00p.m.

Deputy Mayor Ford announced that the Finance Committee meeting has been rescheduled to October 3rd at 4:00p.m.

Mayor Pestinger recessed the meeting at 8:27p.m. for a 5 minute break.

G. EXECUTIVE SESSION

Mayor Pestinger called the meeting back to order at 8:32p.m. and recessed to executive session for a period of 10 minutes. The Mayor announced that the purpose of the executive session was to discuss pending litigation per RCW 42.30.110 (i). No action will be taken by Council when they return.

8:32p.m. Recessed to executive session for 10 minutes

8:42p.m. The executive session was extended for 5 minutes.

8:47p.m. The executive session was extended for 5 minutes.

8:52p.m. The executive session was extended for 5 minutes.

8:57p.m. The executive session was extended for 1 minute.

Mayor Pestinger called the meeting back to order at 8:58p.m., and asked for a motion to adjourn.

H. ADJOURNMENT

Deputy Mayor Ford made a motion to adjourn. Second by Councilmember Hoyt. Motion passed (7-0).

The Meeting adjourned at 8:59p.m.

ATTEST:

Joachim Pestinger, Mayor

Jane Montgomery, City Clerk, CMC

CITY OF ORTING
VOUCHER/WARRANT REGISTER
FOR OCTOBER 12, 2016 COUNCIL

CLAIMS/PAYROLL VOUCHER APPROVAL

CITY OF ORTING

WE, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF ORTING, AND THAT WE ARE AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

CLAIMS WARRANTS #43984 THRU #44037
IN THE AMOUNT OF \$ 170,674.02

PAYROLL WARRANTS # 22629 THRU #22648
IN THE AMOUNT OF \$ 171,214.29

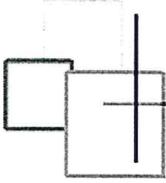
ARE APPROVED FOR PAYMENT ON OCTOBER 12, 2016

FINANCE COMMITTEE CHAIR _____

COUNCILPERSON _____

COUNCILPERSON _____

CITY CLERK _____



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2016 - October 2016 - 1st Council
System Types: Financials

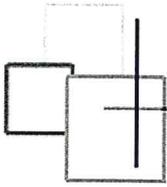
Fund Number	Description	Amount
001	Current Expense	\$50,535.16
101	City Streets	\$592.89
104	Cemetery	\$39.72
105	Parks Department	\$7,176.02
108	TBD	\$10,499.25
320	Transportation Impact	\$235.02
401	Water	\$9,054.47
408	Wastewater	\$90,342.96
410	Stormwater	\$2,198.53
	Count: 9	\$170,674.02

Register

Fiscal: 2016
 Deposit Period: 2016 - October 2016
 Check Period: 2016 - October 2016 - 1st Council
 Bank Accounts: Key Bank - 2000073
 Register Types: Warrant
 Show Outstanding: All
 System Types: Financials
 Outstanding Date: 10/6/2016 3:42:22 PM
 Show Details: Hide

Number	Name	Print Date	Clearing Date	Amount
Key Bank	2000073			
Check	Business Solutions Center	10/4/2016		\$349.42
<u>43984</u>	Centurylink	10/4/2016		\$2,572.65
<u>43985</u>	Comcast	10/4/2016		\$482.34
<u>43986</u>	Dell Financial Services Payment	10/4/2016		\$1,235.41
<u>43987</u>	Prosessing Services			
	Puget Sound Energy	10/4/2016		\$699.92
<u>43988</u>	Verizon Wireless	10/4/2016		\$2,407.73
<u>43989</u>	Alarm Center, Inc	10/12/2016		\$73.26
<u>43990</u>	Alpine Products Inc.	10/12/2016		\$232.09
<u>43991</u>	Arrow Lumber	10/12/2016		\$637.28
<u>43992</u>	Atlas Copco Compressors LLC	10/12/2016		\$4,089.54
<u>43993</u>	Brisco Inc.	10/12/2016		\$550.44
<u>43994</u>	Capital One Commercial	10/12/2016		\$146.94
<u>43995</u>	CenturyLink/Qwest	10/12/2016		\$274.30
<u>43996</u>	Cintas Corporation #461	10/12/2016		\$151.31
<u>43997</u>	City Of Fife	10/12/2016		\$98.00
<u>43998</u>	Crystal & Sierra Springs	10/12/2016		\$153.38
<u>43999</u>	Curry & Williams, P.I.I.c	10/12/2016		\$1,875.00
<u>44000</u>	Dept of Transportation	10/12/2016		\$177.88
<u>44001</u>	Drain-Pro INC	10/12/2016		\$85.24
<u>44002</u>	Enumclaw, City of	10/12/2016		\$120.00
<u>44003</u>	Frost Landscape	10/12/2016		\$6,512.33
<u>44004</u>	H D Supply Waterworks LTD	10/12/2016		\$715.62
<u>44005</u>	Hot Off The Press	10/12/2016		\$384.61
<u>44006</u>	Isenhart, Larry	10/12/2016		\$86.55
<u>44007</u>	Keybank	10/12/2016		\$4,758.29
<u>44008</u>	Konica Minolta Business Solutions	10/12/2016		\$331.54
<u>44009</u>	Law Offices of Matthew J Rusnak	10/12/2016		\$5,499.99
<u>44010</u>	Lewis, Jennifer	10/12/2016		\$768.00
<u>44011</u>	McLendon Hardware, Inc	10/12/2016		\$294.68
<u>44012</u>				

Number	Name	Print Date	Clearing Date	Amount
44013	Milo's Locksmith Company	10/12/2016		\$159.08
44014	Mountain Mist	10/12/2016		\$20.53
44015	Murphy-Brown, Mary	10/12/2016		\$345.00
44016	Nisqually Indian Tribe	10/12/2016		\$2,915.00
44017	Northwest Cascade INC	10/12/2016		\$87,186.52
44018	Orca Pacific, Inc	10/12/2016		\$948.19
44019	O'Reilly Auto Parts	10/12/2016		\$211.18
44020	Orting Valley Senior Cent	10/12/2016		\$1,083.33
44021	Pierce County	10/12/2016		\$205.13
44022	Puget Sound Energy	10/12/2016		\$284.18
44023	Quinn, Joseph F., PS	10/12/2016		\$840.00
44024	Scientific Supply & Equip	10/12/2016		\$351.14
44025	SCORE	10/12/2016		\$6,603.50
44026	Sierra Santa Fe Corp	10/12/2016		\$10,499.25
44027	Smith, Jason	10/12/2016		\$96.00
44028	South Sound 911	10/12/2016		\$17,757.50
44029	Systems For Public Safety Inc	10/12/2016		\$653.83
44030	Tacoma Pierce County Health Dept	10/12/2016		\$1,029.00
44031	The Law Office of Barbara A Bowden	10/12/2016		\$203.00
44032	The Walls Law Firm	10/12/2016		\$1,833.33
44033	UniFirst Corporation	10/12/2016		\$242.28
44034	Vision Forms LLC	10/12/2016		\$263.01
44035	Washington State Criminal Justice Training Comm	10/12/2016		\$100.00
44036	Water Management Lab Inc.	10/12/2016		\$415.00
44037	Way Scarff Ford Auburn	10/12/2016		\$665.30
	Total		Check	
	Total		2000073	\$170,674.02
	Grand Total			\$170,674.02



Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
Alarm Center, Inc	43990	1036253	001-521-20-31-06	PSB Alarm	\$73.26
				Total	\$73.26
Alpine Products Inc.	43991	TM-162056	101-542-64-49-01	Paint for Streets & Gasket Kit	\$232.09
				Total	\$232.09
Arrow Lumber	43992	600186-OCT 2016	101-542-30-31-00	Caution Tape	\$11.95
			101-542-30-35-00	Broom-Rake-Posthole Digger	\$42.42
			101-542-30-48-02	Hillman Fasteners-Cross Walk by WWTP	\$4.54
			101-542-30-48-02	Brush & Redimix	\$7.49
			101-542-30-48-02	Parts to Fix End of School Zone Sign	\$23.14
			101-542-30-48-02	Concrete	\$28.24
			101-542-30-48-04	Hillman Fasteners	\$4.05
			101-542-30-48-04	Stepladder	\$70.71
			105-576-80-35-00	Broom-Rake-Posthole Digger	\$42.42
			105-576-80-48-00	Pliers-Hose Clamps-Banners	\$14.11
			105-576-80-48-00	Caulk & Nail Set-Gratzer Park	\$17.48
			105-576-80-48-00	Paint for Soccer Fields	\$43.67
			105-576-80-48-00	Supplies to Paint the Gazbo	\$137.16
			105-576-80-48-01	Hillman Fasteners	\$1.20
			105-576-80-48-01	Paint for Tiger-FA1004	\$7.50
			105-576-80-48-01	Stepladder	\$70.72
			105-576-80-48-02	N240-366	\$5.18
			105-576-80-48-03	Wall Plate Screws	\$1.95
			105-576-80-48-03	Wall Plate Screws	\$1.95
			105-576-80-48-03	Sandpak to remove Graffiti from North Park	\$3.47
			105-576-80-48-03	Hillman Fasteners-Batteries	\$5.21
			105-576-80-48-03	Tape Measure	\$10.87
			105-576-80-48-03	Park Light Socket	\$10.87
			401-534-50-35-00	Brick Mould	\$25.98
			401-534-50-48-02	Teflon Tape	\$2.59
			410-531-38-35-00	Broom-Rake-Posthole Digger	\$42.41
				Total	\$637.28

Vendor	Number	Invoice	Account Number	Notes	Amount
Atlas Copco Compressors LLC	43993	742288	401-534-50-48-02	Compressor for Well 3	\$4,089.54
				Total	\$4,089.54
Brisco Inc.	43994	Oct2016-206	001-524-20-32-01	Fuel	\$26.97
			001-524-20-32-01	Fuel	\$89.80
			101-542-30-32-01	Fuel	\$40.71
			101-542-30-32-01	Fuel	\$52.71
			105-576-80-32-00	Fuel	\$37.74
			105-576-80-32-00	Fuel	\$63.00
			401-534-80-32-00	Fuel	\$88.56
			410-531-38-32-01	Fuel	\$26.98
			410-531-38-32-02	Fuel	\$32.84
			410-531-38-32-02	Fuel	\$91.13
				Total	\$550.44
Business Solutions Center	43984	352-OCT	001-512-50-31-00	Forms for Court	\$50.05
			001-512-50-31-00	Forms for Court	\$228.48
			001-513-10-31-00	Credit	(\$38.07)
			001-514-23-31-02	Credit	(\$176.80)
			001-521-21-41-49	Shipping of Evidence	\$13.78
			001-521-50-48-04	Postage for Returning of Radar Antenna	\$17.94
			001-524-20-31-00	Copies-O'Reilly Permit	\$23.69
			001-571-20-31-22	Paper for Drill Team	\$34.62
			001-575-50-31-02	Park & Rec-Tots Soccer	\$14.17
			410-531-38-31-00	FEMA-CRS Mailing	\$18.36
		352-OCT Reg	001-513-10-31-00	Business Cards- Mayor	\$87.04
			001-521-20-31-06	Forms-Trespassing Forms	\$76.16
				Total	\$349.42
Capital One Commercial	43995	7003-7311-0004-8356	Oct2016 001-521-50-48-04	Office Supplies	\$146.94
				Total	\$146.94
Centurylink	43985	300549640-Oct2016	408-535-10-42-01	Sewer Phones	\$41.59
		300549818-Oct2016	001-514-23-42-00	City Phones	\$716.17
			001-521-50-42-00	City Phones	\$120.73
			001-522-20-42-01	City Phones	\$265.67
			001-524-20-42-00	City Phones	\$27.84
			320-595-30-63-01	City Phones	\$57.14
			401-534-10-42-01	City Phones	\$175.98
			408-535-10-42-01	City Phones	\$376.68
		300549906-Oct2016	401-534-10-42-01	Harman Springs	\$53.86
		300550216-Oct2016	408-535-10-42-01	Sewer Phones	\$181.64
		300550553-Oct2016	001-521-50-42-00	PD Phones	\$379.93
		300550592-Oct2016	001-512-50-42-00	Court Phones	\$105.44

Vendor	Number	Invoice	Account Number	Notes	Amount
Centurylink	43985	409178327-Oct2016	001-521-50-42-01	PD Repeater	\$69.98
				Total	\$2,572.65
CenturyLink/Qwest	43996	464B-Oct2016	001-521-20-45-02	Cell Connection	\$116.53
		465B-Oct2016	001-521-20-45-02	Cell Connection	\$81.50
		492B-Oct2016	001-521-20-45-02	Cell Connection	\$76.27
				Total	\$274.30
Cintas Corporation #461	43997	461849164	408-535-60-48-04	Cleaning of Park Bathrooms	\$151.31
				Total	\$151.31
City Of Fife	43998	2016-08	001-523-60-41-00	Jail Fees-Aug 2016	\$98.00
				Total	\$98.00
Comcast	43986	1105-Oct2016	001-521-50-42-00	PSB Internet	\$120.58
			001-522-20-42-01	PSB Internet	\$120.59
		1113-Oct2016	001-514-23-42-00	City Hall Internet	\$60.30
			001-524-20-31-00	City Hall Internet	\$60.29
			401-534-10-42-01	City Hall Internet	\$60.29
			408-535-10-42-01	City Hall Internet	\$60.29
				Total	\$482.34
Crystal & Sierra Springs	43999	5225720 091716	401-534-10-31-00	Water for Public Works	\$43.94
			408-535-10-31-00	Water for Public Works	\$109.44
				Total	\$153.38
Curry & Williams, P.I.I.c	44000	Oct2016-201	001-512-50-10-02	Court Judge-September 2016	\$1,875.00
				Total	\$1,875.00
Dell Financial Services Payment Processing Services	43987	78698613	001-594-12-41-01	PSB Server	\$25.00
			001-594-14-41-02	City Hall Server	\$50.00
			001-594-21-41-01	PSB Server	\$753.41
			001-594-24-41-01	City Hall Server	\$37.00
			001-594-76-41-01	City Hall Server	\$12.00
			101-594-42-41-01	City Hall Server	\$12.00
			105-594-76-41-01	City Hall Server	\$12.00
			401-594-34-42-02	City Hall Server	\$111.00
			408-594-35-64-44	City Hall Server	\$149.00
			410-594-31-41-41	City Hall Server	\$74.00
				Total	\$1,235.41
Dept of Transportation	44001	RE-313-ATB60919127	320-595-30-63-05	Washington Ave Two-Way Left Turn	\$177.88
				Total	\$177.88

Vendor	Number	Invoice	Account Number	Notes	Amount
Drain-Pro INC	44002	26785	408-535-60-48-04	Honey Bucket Service Cemetery Total	\$85.24 \$85.24
Enumclaw, City of	44003	04821	001-523-60-41-00	Jail Fees-Aug 2016 Total	\$120.00 \$120.00
Frost Landscape	44004	2716	105-576-80-48-08	Landscape Services- September 2016 Total	\$6,512.33 \$6,512.33
H D Supply Waterworks LTD	44005	F284937	401-534-50-48-01	Water Meters Total	\$715.62 \$715.62
Hot Off The Press	44006	9762	001-571-20-31-23	Tots Soccer Shirts Total	\$384.61 \$384.61
Isenhardt, Larry	44007	16-326	001-521-40-49-00	Food Reimbursement for Conference Total	\$86.55 \$86.55
Keybank	44008	4412-Oct2016	001-521-20-31-06	Amazon	\$107.71
			001-521-21-31-01	Membership	
			001-521-30-31-04	Evidence Tape	\$106.25
			001-521-30-49-00	Acrobat Pro	\$16.31
				Police Hats- Halloween Bags for Pumpkin Festival	\$631.33
			001-521-40-49-00	Collision Tape	\$14.15
			001-594-21-64-37	Measure Flashlights & Rechargeable Batteries	\$235.00
		4438-Oct2016	001-511-60-31-01	Supplies for Facility Strategic Plan	\$31.15
			001-513-10-31-02	Award	\$105.11
			001-513-10-31-03	Scale for Health & Wellness	\$29.10
			001-514-23-31-02	Office Supplies	\$10.60
			001-514-23-31-02	Binder	\$19.62
			001-514-23-31-02	Toner	\$72.09
			001-521-20-31-02	Folders	\$15.29
			001-521-20-31-04	Civil Service Conference	\$167.88
			001-521-40-49-00	Code Enforcement Conference	\$501.30
			001-524-20-31-01	Uniform Items	\$185.99
			001-571-20-31-23	Soccer Balls & Bags	\$396.57
			001-571-20-44-00	Paper for Fliers for the School	\$82.00
			001-594-21-64-37	Flashlights & Rechargeable Batteries	\$235.00
			101-542-30-48-04	Install of Tommy Gate on 2016 F250-	\$19.04

Vendor	Number	Invoice	Account Number	Notes	Amount		
Keybank	44008	4438-Oct2016	105-576-80-31-00	Letter for Vehicles FA	\$19.99		
			105-576-80-48-02	Install of Tommy Gate on 2016 F250-	\$38.08		
			401-534-10-31-00	Binder	\$13.43		
			401-534-10-31-00	Letter for Vehicles FA	\$19.99		
			401-534-50-35-00	Shut off Tool	\$228.99		
			401-534-50-48-03	Cleaning Due to Rodent Infestation	\$487.98		
			401-534-50-48-06	Lighting for Tool Boxes	\$21.35		
			401-534-50-48-06	Install of Tommy Gate on 2016 F250-	\$190.40		
			408-535-10-31-00	Letter for Vehicles FA	\$19.98		
			408-535-50-48-03	Cleaning Due to Rodent Infestation	\$487.97		
			408-535-50-48-08	Lighting for Tool Boxes	\$21.35		
			408-535-50-48-08	Battery	\$52.21		
			408-535-50-48-08	Install of Tommy Gate on 2016 F250-	\$57.12		
			410-531-38-48-01	Lighting for Tool Boxes	\$10.68		
			410-531-38-48-01	Install of Tommy Gate on 2016 F250-	\$76.16		
			4461-Oct2016	401-534-10-31-00	Licensing a Trailer	\$8.38	
				401-534-10-31-00	Vinegar	\$14.37	
				408-535-10-31-00	Licensing a Trailer	\$8.37	
							Total
		Konica Minolta Business Solutions	44009	00282513	001-594-21-75-00	PD Copier Lease	\$331.54
Total	\$331.54						
Law Offices of Matthew J Rusnak	44010	104-Oct 2016	001-512-50-49-01	Court Appointed Attorney-July- August-September 2016	\$5,499.99		
				Total	\$5,499.99		
Lewis, Jennifer	44011	Oct2016-205	001-571-20-31-34	Dog Training Classes-Sept 2016	\$768.00		
				Total	\$768.00		
Mclendon Hardware, 44012 Inc		106220-Oct2016	105-576-80-31-00	Traps-Bait	\$35.61		
				401-534-10-31-00	Traps-Bait	\$35.61	
				401-534-50-35-00	Tools	\$152.25	
				408-535-10-31-00	Traps-Bait	\$35.61	
				410-531-38-31-00	Traps-Bait	\$35.60	
				Total	\$294.68		
Milo's Locksmith Company	44013	70749	001-521-50-48-06	New Locks PSB	\$159.08		
				Total	\$159.08		

Vendor	Number	Invoice	Account Number	Notes	Amount
Mountain Mist	44014	039199-Oct2016	001-514-23-31-02	Water for City Hall	\$20.53
				Total	\$20.53
Murphy-Brown, Mary	44015	Oct2016-204	001-571-20-31-21	Dance Class-Sept 2016	\$345.00
				Total	\$345.00
Nisqually Indian Tribe	44016	10768	001-523-60-41-00	Jail Services-Aug 2016	\$2,915.00
				Total	\$2,915.00
Northwest Cascade INC	44017	Pay Request #4-High Cedars Force Main	408-594-35-63-25	Pay Request #4-High Cedars Force Main	\$87,186.52
				Total	\$87,186.52
O'Reilly Auto Parts	44019	1265583-Oct2016	101-542-30-48-02	Spray Paint & Ratchet	\$36.96
			101-542-30-48-04	Oil	\$6.84
			105-576-80-35-00	Screw Driver Kit-FA 1068	\$10.87
			105-576-80-48-01	Plug-Gator	\$6.84
			105-576-80-48-01	Fitting Tool-FA1046	\$15.21
			105-576-80-48-01	Wiper Blades-FA1029	\$45.41
			105-576-80-48-02	Light Bulb	\$5.18
			401-534-50-48-06	Fuses	\$10.21
			401-534-50-48-06	Towing Kit	\$16.31
			401-534-50-48-06	Floor Mats	\$16.32
			408-535-50-48-08	Floor Mats	\$16.31
			408-535-50-48-08	Towing Kit	\$16.32
			410-531-38-48-01	Brake Clean	\$8.40
				Total	\$211.18
Orca Pacific, Inc	44018	23935	401-534-10-31-01	Sodium Hypochlorite	\$948.19
				Total	\$948.19
Orting Valley Senior Cent	44020	Oct2016-200	001-571-20-31-06	Monthly Support-October	\$1,083.33
				Total	\$1,083.33
Pierce County	44021	CI-221494 C-404252	001-521-50-48-04	Radio Repair-Officer Turner	\$205.13
				Total	\$205.13
Puget Sound Energy	43988	200021064239-Oct2016	401-534-50-47-03	Well 1	\$682.89
		200021119249-Oct2016	401-534-50-47-02	Chlorinator	\$17.03
	44022	220011476581-Oct2016	408-535-50-47-03	High Cedars Lift Station	\$284.18
				Total	\$984.10
Quinn, Joseph F., PS	44023	1764	001-522-60-41-00	Legal Services	\$840.00
				Total	\$840.00

Vendor	Number	Invoice	Account Number	Notes	Amount
Scientific Supply & Equip	44024	31423386	408-535-10-31-00	Lab Supplies	\$119.16
		31423462	408-535-10-31-00	Lab Supplies	\$231.98
				Total	\$351.14
SCORE	44025	2130	001-523-60-41-00	Jail Fees-Aug 2016	\$6,594.00
		2145	001-523-60-41-00	Jail Fees-Health Services	\$9.50
				Total	\$6,603.50
Sierra Santa Fe Corp	44026	Retainage 516-Orting Chip Seal	108-542-30-63-01	Retainage 516-Orting Chip Seal	\$10,499.25
				Total	\$10,499.25
Smith, Jason	44027	Oct2016-202	001-571-20-31-33	Karate Instruction-Sept 2016	\$96.00
				Total	\$96.00
South Sound 911	44028	02168	001-521-50-51-00	4th QRT Police Dispatch	\$17,757.50
				Total	\$17,757.50
Systems For Public Safety Inc	44029	29704	001-521-50-48-02	Parts-Repair of the Emergency Lighting System	\$653.83
				Total	\$653.83
Tacoma Pierce County Health Dept	44030	IN0152342 - AR0058711	410-531-38-48-04	Facility Review Permit Fee	\$99.00
		IN0159724 - AR0058711	410-531-38-48-04	Solid Waste Management Permit Fee	\$930.00
				Total	\$1,029.00
The Law Office of Barbara A Bowden	44031	Oct2016-207	001-523-21-41-00	Reimbursement on a Court Ordered Home Monitoring-Per Paid by Barbara Per Judge Curry	\$203.00
				Total	\$203.00
The Walls Law Firm	44032	645	001-515-30-41-03	Prosecuting Attorney-Sept 2016	\$1,833.33
				Total	\$1,833.33
UniFirst Corporation	44033	3301231772-3301233880-3301236002-3301238104	408-535-10-31-03	Uniform Cleaning & Supplies	\$242.28
				Total	\$242.28
Verizon Wireless	43989	9772067530	001-514-23-42-00	Cell Phones	\$208.12
			001-524-20-42-00	Cell Phones	\$58.55
			104-536-20-42-00	Cell Phones	\$39.72
			401-534-10-42-01	Cell Phones	\$320.74
			408-535-10-42-01	Cell Phones	\$320.74
			9772067531	001-512-50-42-00	Cell Phones
			001-521-20-45-01	Cell Phones	\$761.15

Vendor	Number	Invoice	Account Number	Notes	Amount
Verizon Wireless	43989	9772067531	001-521-20-45-02	Cell Phones	\$640.16
				Total	\$2,407.73
Vision Forms LLC	44034	3804	401-534-10-31-00	Forms for Utility Billing	\$87.67
			408-535-10-31-00	Forms for Utility Billing	\$87.67
			410-531-38-31-00	Forms for Utility Billing	\$87.67
				Total	\$263.01
Washington State Criminal Justice Training Comm	44035	201127036	001-521-40-49-00	Training for Collision Investigation-Taylor	\$100.00
				Total	\$100.00
Water Management Lab Inc.	44036	153015	401-534-10-41-03	Lab Testing	\$415.00
				Total	\$415.00
Way Scarff Ford Auburn	44037	36927	410-531-38-48-01	Tune Up-Oil Change-FA1033	\$665.30
				Total	\$665.30
				Grand Total	\$170,674.02

Cash and Investment Activity

Period: 2016 - September 2016
Period Totals

Fund	Beginning		Activity		Ending		Ending Balance
	Cash	Investments	In	Out	Cash	Investments	
001	\$272,646.07	\$1,715,763.35	\$1,145,625.26	\$818,683.23	\$95,710.86	\$1,907,944.30	\$2,003,655.16
101	\$12,419.69	\$314,952.49	\$54,248.05	\$32,822.22	\$18,733.99	\$330,168.42	\$348,902.41
104	\$11,533.33	\$4,096.74	\$1.66	\$3,757.06	\$7,777.93	\$4,098.40	\$11,876.33
105	\$81,871.80	\$268,884.85	\$80,304.60	\$69,176.63	\$42,999.77	\$318,962.68	\$361,962.45
107	(\$1.79)	\$5,411.25	\$24.83	\$11.52	\$0.00	\$5,421.04	\$5,421.04
108	\$13,821.12	\$123,003.21	\$114,472.97	\$114,968.69	\$0.00	\$48,606.40	\$48,606.40
120	\$23.07	\$2,357.15	\$0.96	\$0.96	\$23.07	\$2,358.11	\$2,381.18
201	\$46,637.71	\$8,479.17	\$8,586.79	\$3.45	\$55,221.05	\$8,482.62	\$63,703.67
320	\$163,143.34	\$513,014.02	\$56,594.46	\$51,015.67	\$118,722.13	\$563,159.62	\$681,881.75
401	\$491,846.87	\$1,428,080.43	\$495,441.81	\$600,619.58	\$86,669.10	\$1,728,502.18	\$1,815,171.28
408	\$84,663.21	\$5,065,478.16	\$466,198.47	\$281,545.48	\$67,392.20	\$5,168,293.49	\$5,235,685.69
410	\$331,767.83	\$876,654.46	\$83,443.75	\$28,452.11	\$386,759.47	\$876,850.12	\$1,263,609.59
412	\$152,027.63	\$987,449.58	\$7,088.04	\$206.05	\$158,909.62	\$987,655.63	\$1,146,565.25
631	\$37,672.35	\$0.00	\$164,741.23	\$156,845.48	\$45,568.10	\$0.00	\$45,568.10
632	\$65,808.36	\$0.00	\$214,995.41	\$217,662.90	\$63,140.87	\$0.00	\$63,140.87
633	\$0.00	\$0.00	\$11,911.91	\$11,911.91	\$0.00	\$0.00	\$0.00
634	\$38,758.88	\$111,400.33	\$2,575.00	\$1,950.00	\$39,383.88	\$111,400.33	\$150,784.21
635	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
701	\$0.00	\$498,533.56	\$172.35	\$0.00	\$172.35	\$498,533.56	\$498,705.91
704	\$0.00	\$463,776.57	\$4.98	\$0.00	\$4.98	\$463,776.57	\$463,781.55
	\$1,804,639.47	\$12,387,335.32	\$1,272,182.84	\$1,252,754.79	\$1,187,189.37	\$13,024,213.47	\$14,211,402.84

Cash and Investment Activity

Period: 2016 - September 2016
Fiscal Totals

Fund	Beginning		Activity		Ending		Ending Balance
	Cash	Investments	In	Out	Cash	Investments	
001	\$109,242.61	\$1,710,718.30	\$6,445,419.26	\$4,731,285.47	\$95,710.86	\$1,907,944.30	\$2,003,655.16
101	\$32,886.91	\$261,199.48	\$482,098.05	\$367,864.57	\$18,733.99	\$330,168.42	\$348,902.41
104	\$4,448.58	\$6,999.15	\$37,363.54	\$34,034.19	\$7,777.93	\$4,098.40	\$11,876.33
105	\$49,422.15	\$281,315.31	\$286,445.61	\$233,827.72	\$42,999.77	\$318,962.68	\$361,962.45
107	\$0.00	\$5,349.96	\$4,020.66	\$2,010.70	\$0.00	\$5,421.04	\$5,421.04
108	\$0.00	\$0.00	\$428,005.83	\$291,875.10	\$0.00	\$48,606.40	\$48,606.40
120	\$51.07	\$2,350.71	\$479.40	\$507.40	\$23.07	\$2,358.11	\$2,381.18
201	\$667.24	\$8,456.02	\$77,276.66	\$22,722.85	\$55,221.05	\$8,482.62	\$63,703.67
320	\$77,417.64	\$488,043.13	\$295,079.69	\$135,694.67	\$118,722.13	\$563,159.62	\$681,881.75
401	\$144,743.80	\$1,435,991.17	\$3,147,783.05	\$2,089,127.58	\$86,669.10	\$1,728,502.18	\$1,815,171.28
408	\$616,444.27	\$5,409,833.11	\$5,227,666.70	\$4,017,586.53	\$67,392.20	\$5,168,293.49	\$5,235,685.69
410	\$241,329.67	\$514,726.26	\$2,288,058.63	\$1,328,635.64	\$386,759.47	\$876,850.12	\$1,263,609.59
412	\$45,893.91	\$1,033,911.81	\$810,184.60	\$349,331.91	\$158,909.62	\$987,655.63	\$1,146,565.25
631	\$144,816.96	\$0.00	\$1,314,896.93	\$1,414,145.79	\$45,568.10	\$0.00	\$45,568.10
632	\$85,454.60	\$0.00	\$3,566,607.81	\$3,588,921.54	\$63,140.87	\$0.00	\$63,140.87
633	\$0.00	\$0.00	\$77,257.10	\$77,257.10	\$0.00	\$0.00	\$0.00
634	\$38,108.88	\$111,400.33	\$20,175.00	\$18,900.00	\$39,383.88	\$111,400.33	\$150,784.21
635	\$67,724.32	\$31,151.13	\$31,151.13	\$98,875.45	\$0.00	\$0.00	\$0.00
701	\$541.02	\$491,780.40	\$351,803.90	\$176,105.47	\$172.35	\$498,533.56	\$498,705.91
704	\$1,640.96	\$459,539.33	\$322,048.32	\$161,859.91	\$4.98	\$463,776.57	\$463,781.55
	\$1,660,834.59	\$12,252,765.60	\$12,875,168.60	\$12,577,365.95	\$1,187,189.37	\$13,024,213.47	\$14,211,402.84

INVESTMENTS POOL FOR MONTH ENDING September 2016

FUNDS:	001 GENERAL FUND	101 STREET FUND	104 CEMETERY FUND	105 PARKS FUND	107 TOUBISH FUND	108 TBD FEES	120 POLICE DEPT DRUG FUND	201 PSS LTGO BOND FUND	320 TRAFFIC IMPACT	401 WATER FUND	408 WASTEWATER FUND	410 STORMWATER FUND	412 UTILITY FACILITY	634 CUSTOMER DEPOSIT	701 IRREDUCIBLE CEMETARY	704 SKINNER ESTATE	TOTAL
BEG. BAL.	\$1,192,510.49	\$256,948.67	\$4,098.74	\$191,546.42	\$7.14	\$123,003.21	\$2,357.15	\$8,479.17	\$398,337.16	\$1,037,990.43	\$2,193,690.34	\$481,561.37	\$507,112.13	\$111,400.33	\$0.00	\$0.00	\$6,469,040.75
Pool Interest	\$559.79	\$104.40	\$1.66	\$77.83	\$0.00	\$49.98	\$0.96	\$3.45	\$398,337.16	\$421.75	\$891.33	\$195.66	\$206.05	\$0.00	\$0.00	\$0.00	\$2,628.46
Invest Sale	(\$312,226.08)				(\$1.73)	(\$87,772.19)					(\$100,000.00)						(\$500,000.00)
State Remit	\$103,794.79	\$15,111.53			\$11.52	\$13,325.40											\$132,243.24
Invest Purch (to LGIP)	\$994,608.99	\$272,164.60	\$4,098.40	\$191,624.25	\$16.93	\$48,606.40	\$2,358.11	\$8,482.62	\$398,482.76	\$1,038,412.18	\$2,094,581.67	\$481,757.03	\$507,318.18	\$111,400.33	\$0.00	\$0.00	\$5,103,912.45
Subtotal	\$523,252.86	\$89,003.82	\$0.00	\$77,338.43	\$5,404.11	\$0.00	\$0.00	\$0.00	\$154,676.86	\$390,090.00	\$2,871,787.82	\$395,093.09	\$480,337.45	\$0.00	\$498,533.56	\$463,776.57	\$5,918,294.57
US Bank	\$400,000.00			\$50,000.00					\$50,000.00	\$300,000.00	\$201,924.00						\$1,001,924.00
Invest Purchase																	
Invest Sale 1																	
Investment Sale Correction	\$82,445																\$82,445
Subtotal	\$993,335.31	\$89,003.82	\$0.00	\$127,338.43	\$5,404.11	\$0.00	\$0.00	\$0.00	\$204,676.86	\$690,090.00	\$3,073,711.82	\$395,093.09	\$480,337.45	\$0.00	\$498,533.56	\$463,776.57	\$6,990,301.02
END BAL.	\$1,907,944.30	\$330,164.42	\$4,098.40	\$318,982.88	\$5,421.04	\$48,606.40	\$2,358.11	\$8,482.62	\$563,199.62	\$1,728,602.18	\$5,168,293.49	\$876,850.12	\$987,655.63	\$111,400.33	\$498,533.56	\$463,776.57	\$13,054,213.47

NOTE: 635 Transportation Benefit District (TBD) Vehicle Fees was Fund 109; changed 1/21/15 per SAO retroactive to 1/1/14
Fund titles changed to be consistent with OMC Ordinances; e.g., 701 was Investment Trust and Cemetery Perpetual
108 Transportation Benefit District (TBD) was changed from 635 on 1/1/16

Cash Activity In

Period: 2016 - September 2016
 Period Totals: Period

Fund	Description	Beginning Balance	Receipts	Investment Liquidated	Transfers In	Total Available
001	Current Expense	\$272,646.07	\$329,521.94	\$312,226.08	\$0.00	\$914,394.09
101	City Streets	\$12,419.69	\$39,136.52	\$0.00	\$0.00	\$51,556.21
104	Cemetery	\$11,533.33	\$1.66	\$0.00	\$0.00	\$11,534.99
105	Parks Department	\$81,871.80	\$30,304.60	\$0.00	\$0.00	\$112,176.40
107	Tourism Fund	(\$1.79)	\$11.58	\$1.73	\$0.00	\$11.52
108	TBD	\$13,821.12	\$13,375.38	\$87,772.19	\$0.00	\$114,968.69
120	Police Department Drug	\$23.07	\$0.96	\$0.00	\$0.00	\$24.03
201	Public Safety Bldg Ltgo Debt	\$46,637.71	\$3.45	\$0.00	\$8,583.34	\$55,224.50
320	Transportation Impact	\$163,143.34	\$6,594.46	\$0.00	\$0.00	\$169,737.80
401	Water	\$491,846.87	\$195,441.81	\$0.00	\$0.00	\$687,288.68
408	Wastewater	\$84,663.21	\$164,274.47	\$100,000.00	\$0.00	\$348,937.68
410	Stormwater	\$331,767.83	\$83,443.75	\$0.00	\$0.00	\$415,211.58
412	Utility Land Acquisition	\$152,027.63	\$213.04	\$0.00	\$6,875.00	\$159,115.67
631	Payroll Fund	\$37,672.35	\$0.00	\$0.00	\$164,741.23	\$202,413.58
632	Claims Fund	\$65,808.36	\$0.00	\$0.00	\$214,995.41	\$280,803.77
633	Treasurer's Trust	\$0.00	\$11,911.91	\$0.00	\$0.00	\$11,911.91
634	Customer Deposits	\$38,758.88	\$2,575.00	\$0.00	\$0.00	\$41,333.88
635	Transportation Benefit District	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
701	Cemetery Perpetual Fund	\$0.00	\$5.35	\$0.00	\$167.00	\$172.35
704	Skinner Estate Fund	\$0.00	\$4.98	\$0.00	\$0.00	\$4.98
		\$1,804,639.47	\$876,820.86	\$500,000.00	\$395,361.98	\$3,576,822.31

Cash Activity In

Period: 2016 - September 2016
 Period Totals: Fiscal

Fund	Description	Beginning Balance	Receipts	Investment Liquidated	Transfers In	Total Available
001	Current Expense	\$109,242.61	\$3,184,243.34	\$1,533,510.38	\$0.00	\$4,826,996.33
101	City Streets	\$32,886.91	\$293,589.76	\$60,121.89	\$0.00	\$386,598.56
104	Cemetery	\$4,448.58	\$34,443.54	\$2,920.00	\$0.00	\$41,812.12
105	Parks Department	\$49,422.15	\$205,429.49	\$21,975.85	\$0.00	\$276,827.49
107	Tourism Fund	\$0.00	\$71.08	\$1,939.62	\$0.00	\$2,010.70
108	TBD	\$0.00	\$105,227.46	\$87,772.19	\$98,875.45	\$291,875.10
120	Police Department Drug	\$51.07	\$479.40	\$0.00	\$0.00	\$530.47
201	Public Safety Bldg Ligo Debt	\$667.24	\$26.60	\$0.00	\$77,250.06	\$77,943.90
320	Transportation Impact	\$77,417.64	\$133,047.47	\$43,951.69	\$0.00	\$254,416.80
401	Water	\$144,743.80	\$1,204,589.22	\$826,463.66	\$0.00	\$2,175,796.68
408	Wastewater	\$616,444.27	\$1,461,958.02	\$2,006,576.44	\$0.00	\$4,084,978.73
410	Stormwater	\$241,329.67	\$1,021,215.70	\$452,849.74	\$0.00	\$1,715,395.11
412	Utility Land Acquisition	\$45,893.91	\$4,924.42	\$395,548.20	\$61,875.00	\$508,241.53
631	Payroll Fund	\$144,816.96	\$0.00	\$0.00	\$1,314,896.93	\$1,459,713.89
632	Claims Fund	\$85,454.60	\$0.00	\$0.00	\$3,566,607.81	\$3,652,062.41
633	Treasurer's Trust	\$0.00	\$77,257.10	\$0.00	\$0.00	\$77,257.10
634	Customer Deposits	\$38,108.88	\$20,175.00	\$0.00	\$0.00	\$58,283.88
635	Transportation Benefit District	\$67,724.32	\$0.00	\$31,151.13	\$0.00	\$98,875.45
701	Cemetery Perpetual Fund	\$541.02	\$2,791.49	\$169,352.31	\$3,593.00	\$176,277.82
704	Skinner Estate Fund	\$1,640.96	\$2,601.26	\$157,622.67	\$0.00	\$161,864.89
		\$1,660,834.59	\$7,752,070.35	\$5,791,755.77	\$5,123,098.25	\$20,327,758.96

Investments Activity

Period: 2016 - September 2016
 Period Totals: Period

Fund	Description	Beginning Balance	Investments		Reinvested Interest	Ending Balance
			Acquired	Liquidated		
001	Current Expense	\$1,715,763.35	\$503,877.24	\$312,226.08	\$529.79	\$1,907,944.30
101	City Streets	\$314,952.49	\$15,111.53	\$0.00	\$104.40	\$330,168.42
104	Cemetery	\$4,096.74	\$0.00	\$0.00	\$1.66	\$4,098.40
105	Parks Department	\$268,884.85	\$50,000.00	\$0.00	\$77.83	\$318,962.68
107	Tourism Fund	\$5,411.25	\$11.52	\$1.73	\$0.00	\$5,421.04
108	TBD	\$123,003.21	\$13,325.40	\$87,772.19	\$49.98	\$48,606.40
120	Police Department Drug	\$2,357.15	\$0.00	\$0.00	\$0.96	\$2,358.11
201	Public Safety Bldg Ltgo Debt	\$8,479.17	\$0.00	\$0.00	\$3.45	\$8,482.62
320	Transportation Impact	\$513,014.02	\$50,000.00	\$0.00	\$145.60	\$563,159.62
401	Water	\$1,428,080.43	\$300,000.00	\$0.00	\$421.75	\$1,728,502.18
408	Wastewater	\$5,065,478.16	\$201,924.00	\$100,000.00	\$891.33	\$5,168,293.49
410	Stormwater	\$876,654.46	\$0.00	\$0.00	\$195.66	\$876,850.12
412	Utility Land Acquisition	\$987,449.58	\$0.00	\$0.00	\$206.05	\$987,655.63
631	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
632	Claims Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
633	Treasurer's Trust	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
634	Customer Deposits	\$111,400.33	\$0.00	\$0.00	\$0.00	\$111,400.33
635	Transportation Benefit District	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
701	Cemetery Perpetual Fund	\$498,533.56	\$0.00	\$0.00	\$0.00	\$498,533.56
704	Skinner Estate Fund	\$463,776.57	\$0.00	\$0.00	\$0.00	\$463,776.57
		\$12,387,335.32	\$1,134,249.69	\$500,000.00	\$2,628.46	\$13,024,213.47



**City Of Orting
Council Agenda Summary Sheet**

AB16-96 SUBJECT: Amended Wetland Mitigation Project- Interagency Agreement with the Department of Ecology.	Agenda Item #:	AB16-96
	For Agenda of:	October 12, 2016
	Department:	Public Works
	Date Submitted:	10/06/2016

Orting Staff & Professional Representatives			
Mayor, Joachim Pestinger	X	Cost of Item:	<u>\$7,000</u>
City Administrator, Mark Bethune	X	Amount Budgeted:	<u>\$25,000</u>
City Attorney, Charlotte Archer		Unexpended Balance:	<u>\$18,000</u>
City Clerk, Jane Montgomery		Timeline:	
City Treasurer, Scott Larson		BARS:	
Police Chief, Bill Drake		Fiscal Note:	
Public Works, Dean Kaelin	X		
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford			
BHC Consultants, Roger Wagoner			
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Councilmember <input checked="" type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator			

Attachments: N/A Contract
<p>SUMMARY STATEMENT: On June 26, 2016 City Council approved the expenditure of \$25,000 for the purchase of bark mulch for the Calistoga Setback Levee. After Council approval of that expenditure, Pierce County Road Operations offered the City free bark mulch and free delivery of the bark mulch. The City still needs to pay for labor services to lay the bark mulch down, and would like to use \$7,000 of the previously approved \$25,000 for those labor services.</p> <p>The City reviewed two labor resources, Pierce County Detention Work Crew, and Washington Conservation Corp. (WCC) through the Department of Ecology. The City recommends WCC for labor services, and is asking for Council authorization to enter into an agreement with The Department of Ecology in the amount of \$7,000 for the labor costs associated with laying down the bark mulch. If approved, work crews are scheduled for week of November 28 – December 1, 2016.</p>
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee
<p>RECOMMENDED ACTION: MOTION To Authorize The City To Enter Into An Interagency Agreement With The Department Of Ecology In The Amount Of \$7,000 For Labor Services To Lay Down Bark Mulch For The Calistoga Setback Levee.</p>



IAA NO. WCC-1630

INTERAGENCY AGREEMENT (IAA)
BETWEEN

The State of Washington, Department of ECOLOGY
AND
city of Orting

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "ECOLOGY", and city of Orting hereinafter referred to as the "SPONSOR."

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Appendix "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/3/2016 and be completed on 9/17/2017, unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Appendix "B" attached hereto and incorporated herein.

COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed \$7,000. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

Provided by ECOLOGY	Reimbursed to ECOLOGY by SPONSOR
2 weeks Cost-Share Crew Week (\$3500/week)	\$7,000
Total SPONSOR COST	\$7,000 <i>Above cost Not to be Exceeded</i>

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. Estimated value of a WCC crew is \$195,000 dollars annually per WCC Crew consisting of five WCC/AmeriCorps Members and one Supervisor. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

BILLING PROCEDURE

ECOLOGY shall submit invoices monthly to the SPONSOR's designated contact person listed under "Agreement Management" section. Payment to ECOLOGY for approved and completed work will be made by warrant or account transfer by SPONSOR within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

ASSURANCES

Parties to this Agreement agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

FUNDING AVAILABILITY

The obligation of the SPONSOR to provide reimbursements is contingent upon appropriation of funds by the SPONSOR's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the SPONSOR may terminate this Agreement.

ECOLOGY's ability to provide cost-share is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions.

GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes, regulations, and rules.
2. Mutually agreed written amendments to this Agreement
3. This Agreement
4. Statement of Work and Budget.
5. Any other provisions of this Agreement, including materials incorporated by reference.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties subject to state public disclosure laws.

RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

RIGHTS IN DATA

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be jointly owned by ECOLOGY and SPONSOR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

AGREEMENT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract/Program Manager for ECOLOGY is:

Peter Nevin
PO Box 47600
Olympia, WA 98504
(206) 940-3615
peter.nevin@ecy.wa.gov

The Contract/Program Manager for SPONSOR is:

Mark Bethune
110 Train Street SE
Orting, WA 98360
360.893.2219 ext 115
mbethune@cityoforting.org

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of ECOLOGY

SPONSOR
city of Orting

Signature

Date

Signature

Date

Nick Mott, WCC Section Supervisor

Printed Name, Title

Printed Name, Title

STATEMENT OF WORK
Appendix A

Work summary:

Under direction of SPONSOR, crew(s) will perform restoration activities. Specific tasks could include invasive control, native species installation, plant nursery care, scientific monitoring, and fence installation or repair.

Special terms and conditions:

1. WCC members and staff will not be utilized to clear and/or clean up hazardous materials including hypodermic needles. If a significant amount of hazardous or unidentifiable material is discovered on a project site, activity will cease until SPONSOR either mitigates potential hazards or finds an alternate project site. WCC resources (includes members, supervisors, tools and trucks) will not be utilized for clearing active or abandoned homeless encampments.
2. Vehicle is not to be used for heavy hauling. The primary use of the crew vehicle is for transportation of crew, tools, and safety equipment. In the event that WCC vehicles are requested to tow SPONSOR equipment, SPONSOR is solely responsible for accidental damages, unless damages are caused by WCC negligence.
3. WCC is not responsible for normal wear and tear when project requires the use of SPONSOR-provided tools, equipment or safety gear.
4. The assignment of corpsmembers shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of nonovertime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce the working hours of any employee for the purpose of using a corpsmember with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use corpsmembers to carry out essential agency work or contractual functions without displacing current employees.
5. All state holidays and 3 planning days are non-working days for members. Planning days are to be used by WCC staff/supervisors for planning purposes.
6. The WCC standard 40-hour schedule is Monday through Thursday from 7:00am to 5:30pm. An alternate work schedule may be arranged with prior approval from the WCC.

ECOLOGY shall:

1. Provide WCC members for the number of weeks specified in this agreement. Full-time crews and Individual Placements are available to SPONSOR for a maximum of 41 weeks during the Federal AmeriCorps program service year (October-September).
2. In the event of a disaster response deployment, the WCC Program will make every effort to fulfill sponsor program needs, including sending additional members, whenever possible. Invoices will include all activities during the program year including training, community service events, and other activities required by WCC, excluding Emergency Response, if needed.
3. Provide training and development specified in Appendix "B": eight (8) days of formal WCC member training, a four (4) day Orientation Training, and one (1) day dedicated to MLK Community Service. An eight-day spike will be scheduled on dates to be determined in coordination with the SPONSOR. These dates, along with up to three (3) additional days reserved for meetings, trainings or other events, are dates in which WCC members and supervisors are logging hours, but are unavailable to sponsor to perform project work.
4. Provide a 4-day Assistant Supervisor training to the designated Assistant Supervisor.
5. For crew (s), ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools.
6. Cost-share rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies lasting 20 days or more.

SPONSOR shall:

1. Guide completion of appropriate projects for the number of weeks specified in this agreement by providing the logistical, technical and safety-related support necessary for project completion. Provide site orientation for WCC members, specific on-the job task training, and any materials beyond basic hand tools to complete tasks assigned under this Agreement. Obtain and ensure adherence to applicable permits as set by local, state, tribal or federal laws and regulations.
2. Help to promote the AmeriCorps and WCC brands, logo, slogans and phrases. The WCC will provide camera-ready logo. AmeriCorps is a registered service mark of the Corporation for National and Community Service.

AmeriCorps Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- A. Attempting to influence legislation;
- B. Organizing or engaging in protests, petitions, boycotts, or strikes;
- C. Assisting, promoting, or deterring union organizing;
- D. Impairing existing contracts for services or collective bargaining agreements;
- E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- H. Providing a direct benefit to—
 - I. A business organized for profit;
 - II. A labor union;
 - III. A partisan political organization;
 - IV. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - V. An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;
- I. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- J. Providing abortion services or referrals for receipt of such services; and
- K. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

Appendix B WCC CALENDAR

2016-2017 WCC Events Calendar

OCTOBER							NOVEMBER							DECEMBER							JANUARY						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
					1	2	1	2	3	4	5	6			1	2	3	4									
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	23	24	25	26	27	28	29	
31																					30	31					

FEBRUARY							MARCH							APRIL							MAY						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
		1	2	3	4	5			1	2	3	4	5					1	2								
6	7	8	9	10	11	12	6	7	8	9	10	11	12	3	4	5	6	7	8	9	1	2	3	4	5	6	7
13	14	15	16	17	18	19	13	14	15	16	17	18	19	10	11	12	13	14	15	16	8	9	10	11	12	13	14
20	21	22	23	24	25	26	20	21	22	23	24	25	26	17	18	19	20	21	22	23	15	16	17	18	19	20	21
27	28						27	28	29	30	31			24	25	26	27	28	29	30	22	23	24	25	26	27	28
																					29	30	31				

JUNE							JULY							AUGUST							SEPTEMBER						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
			1	2	3	4					1	2			1	2	3	4	5	6							
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
							31																				

- | | | | |
|--|--|---|---|
| <ul style="list-style-type: none"> Start (FT=10/3, HT=3/28, QT=6/20) Holiday (observed)-Day Off Orientation AmeriCorps Kick-off (central Puget Sound crews)-4 hours | <ul style="list-style-type: none"> Assistant Supervisor Training MLK/Sup. Holiday (Member Service Day) Training Conference-Week 1 6-month member orientation Earth Day (flexible, sponsor projects) Training Conference-Week 2 | <ul style="list-style-type: none"> WCC Planning/Tool Inventory (Members of) TBD Spike (8 day-Costshare members) TBD Brief presentations (1 day) TBD Supervisor Refresher Training TBD IP Rendezvous (2 days) ● Member PDPs Due (June/Checkin only) ○ Timesheets Due | <ul style="list-style-type: none"> End Date (HT=3/30, FT=9/14) ★ Payday ▲ Production Due MyAmeriCorps enrollment/exit due Enrollment due: FT:10/24 HT:4/16 QT:7/10 Ext due: HT:3/24, all others 9/7 |
|--|--|---|---|

*Orientation and Training Conferences: 40 hour week, with travel

Members' Potential Hours

October 170	November 150	December 150	January 170
February 150	March 170	April 160	May 180
June 170	July 160	August 180	September 70
Oct 3-Sep 14: 1880	Oct 3-Mar 30: 960	March 28 - Sep 14: 950	Jun 19 - Sep 14: 490

FT: 1700-hr min, \$5775 Ed Award HT: 900-hr min, \$2887.50 Ed Award HT: 900-hr min, \$2887.50 Ed Award QT: 450-hr min, \$1527.45 Ed Award

* Members with excessive absences will not receive ed award; even if minimum hours are met.
 * 6-month Paperwork must be received March 22

WCC standard schedule (40 hours/week) is Monday - Sunday



**City Of Orting
Council Agenda Summary Sheet**

AB16-97 SUBJECT: Deputy Mayor for 2017	Agenda Item #:	AB16-97
	For Agenda of:	10/12/16
	Department:	Council
	Date Submitted:	10/06/16

Orting Staff & Professional Representatives			
Mayor, Joachim Pestinger	X	Cost of Item:	<u> \$0 </u>
City Administrator, Mark Bethune	X	Amount Budgeted:	<u> \$0 </u>
City Attorney, Charlotte Archer		Unexpended Balance:	<u> \$0 </u>
City Clerk, Jane Montgomery		Timeline: effective January 1, 2017	
City Treasurer, Scott Larson			
Police Chief, Bill Drake		BARS:	
Public Works, Dean Kaelin		Fiscal Note: N/A	
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford			
BHC Consultants, Roger Wagoner			
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Councilmember <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator			

Attachments: None

SUMMARY STATEMENT: *Per the City Council Rules of Procedure:*
Chapter 8 section 5 - Selecting Deputy Mayor: *The Deputy Mayor will be selected by a majority of the Councilmembers annually beginning in September and concluding in October. Outgoing Deputy Mayor will solicit two other councilmembers to nominate a candidate for his/her replacement for a full Council vote. (see 3.9B)*

At the 9.28.16 Meeting Councilmembers Hoyt and McDonald agreed to assist in the nomination process.

Chapter 3 section 9 (B) - Deputy Mayor--Duties: *Annually, in September, the outgoing Deputy Mayor, with the help of two councilmembers, will solicit and recommend a candidate for Deputy Mayor with confirmation from the entire council for his/her replacement in January.*

After the candidate is nominated a motion and a second would be needed to vote on the nominated candidate.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: *N/A*

RECOMMENDED ACTION: **Motion- To approve the appointment of _____ as Deputy Mayor for the year 2017 effective January 1, 2017.**



**City Of Orting
Council Agenda Summary Sheet**

AB16-98 SUBJECT: A Resolution Of The City Of Orting, Washington, Affirming Pierce County Ordinance No. 2016-44- Open Space Classification.	Agenda Item #:	AB16-98
	For Agenda of:	October 12, 2016
	Department:	Planning
	Date Submitted:	10/06/16

Orting Staff & Professional Representatives			
Mayor, Joachim Pestinger	X	Cost of Item:	<u> \$0 </u>
City Administrator, Mark Bethune	X	Amount Budgeted:	<u> \$0 </u>
City Attorney, Charlotte Archer		Unexpended Balance:	<u> \$0 </u>
City Clerk, Jane Montgomery		Timeline: Must be received by the County by December 15, 2016.	
City Treasurer, Scott Larson		BARS:	
Police Chief, Bill Drake		Fiscal Note:	
Public Works, Dean Kaelin	X		
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford			
BHC Consultants, Roger Wagoner			
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Councilmember <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator			

Attachments: Resolution , Exhibit A & B, PC letters, Application,

SUMMARY STATEMENT:

The owner of the old Engfer Farm (48 acres next to the high school) has applied to Pierce County and received approval to change its property tax status from agriculture to open space. The apparent reason is the owner has not grown crops on the land for some time and would lose its Ag status. This has no impact on the City's zoning status of mixed use town center north. This will provide a small increase in property taxes to the City.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: MOTION: To approve Resolution 2016-25, affirming PC Ordinance No. 2016-44.

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2016-25**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, AFFIRMING PIERCE COUNTY
ORDINANCE NO. 2016-44**

WHEREAS, certain property owners have filed an application with Pierce County, Application No. OS14-15, for Open Space Classification in accordance with Chapter 84.34 Revised Code of Washington (RCW), commonly known as the Washington Open Space Taxation Act; and

WHEREAS, RCW 87.34.037 provides that, " ... applications for classification of land in an incorporated area shall be acted upon by: (a) A granting authority composed of 19 three members of the county legislative body and three members of the city legislative 20 body in which the land is located in a meeting where members may be physically absent but participating through telephonic connection; or (b) separate affirmative acts by both the county and city legislative bodies where both bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications."; and

WHEREAS, the properties in question are located inside the boundaries of the City of Orting; and

WHEREAS, the Pierce County Council has, through Ordinance No. 2016-44 granted points for classification of land as Open Space under Current Use Assessment based on the Open Space Public Benefit Rating System; and

WHEREAS, the Council for the City of Orting concurs in the points granted for classification of land as Open Space under Current Use Assessment as adopted by the Pierce County Council through Ordinance No. 2016-44;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Affirmation of Application No. OS 14-15. The City hereby approves Application No. OS14-15, and concludes that it meets the purpose and intent of RCW 84.34.020(1). The Application is approved and affirmed for Open Space classification of 48.72 acres with 25 points under the Open Space Public Benefit Rating System on Parcel No. 0519301703, as more fully described in Exhibit A, which is attached hereto and incorporated by reference.

Section 2. Findings of Fact Adopted. Findings of Fact are hereby adopted as set forth in Exhibit B, which is incorporated herein by reference.

Section 3. Clerk's Action on Resolution. The City Clerk is hereby directed to forward this Resolution to the Clerk of the Pierce County Council, for the purposes of filing official documentation of this legislative action of affirmation with the Clerk of the Council.

Section 4. Corrections by City Clerk. Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this Resolution, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or resolution numbering and section/subsection numbering.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON,
ON THE 12th DAY OF OCTOBER, 2016.**

CITY OF ORTING

Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk

Approved as to form:

Charlotte Archer, City Attorney

Passed by the City Council: October 12, 2016
Resolution No.: 2016-25

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2016-25**

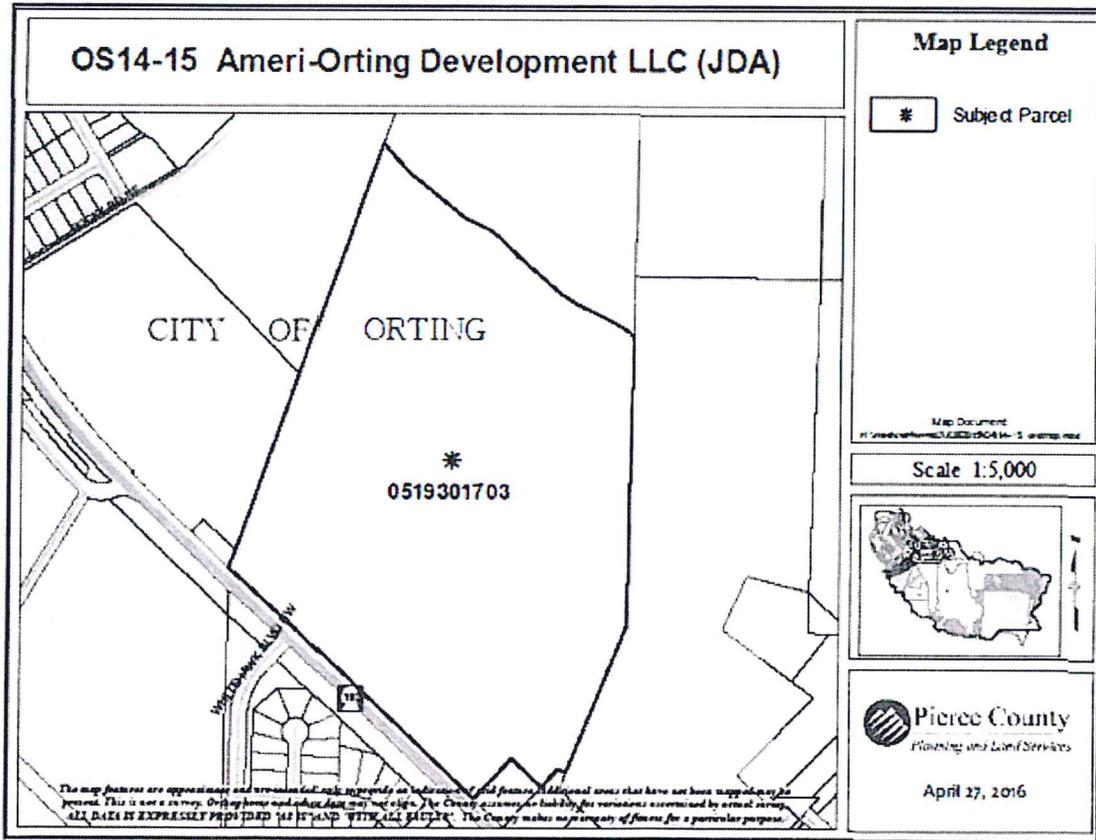
EXHIBIT A

OS14-15, Ameri-Orting Development LLC, Parcel No. 0519301703, 510 Washington 5 Avenue North, City of Orting:

**LEGAL DESCRIPTION OF THE PROPERTY
UNDER CURRENT USE ASSESSMENT**

RTSQQ: 05193014

0519301703: COM AT A PT 30 FT N42 DEG 47 MIN W OF NW COR OF FE ELDREDGE HOMESTEAD (AKA DANIEL VARNER DLC) TH N 21M/L DEG E 618.58 FT TO E SEC LI TH N ALG SEC LI 900 FT M/L TH W 550 FT TH N 70 DEG W 280 FT TH N 66 DEG W 317.40 FT TH S 18 DEG 05 MIN W 946 FT TH S 47 DEG 36 MIN E 1270.70 FT ALG CO RD TH N 42 DEG 16 MIN E 200 FT TH S 47 DEG 36 MIN E 150 FT TH N 42 DEG 16 MIN E 64 FT M/L TO POB ALSO ALL THAT PARC OF LAND ADJ TO ABOVE DESC TR ON THE N & LY BET SD TR & S BANK OF CARBON RIVER CURRENT USE RCW 84.34 AS AMENDED 1973 AGRI 1974 AUD #2545293 SEG C0348MD 7/9/91 BO



**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2016-xx**

EXHIBIT B

FINDINGS OF FACT

Application No. OS 14-15, Ameri-Orting Development LLC

The City Council finds as follows:

1. The applicant has applied for classification of land as Open Space land pursuant to Revised Code of Washington (RCW) 84.34.020(1).
2. The property in Application No. OS 14-15 qualifies for open space pursuant to RCW 84.34.020(1).
3. The property in Application No. OS14-15, Parcel No. 0519301703, qualifies for a total of 25 points on 48.72 acres under the Open Space Public Benefit Rating System (PBRs): Five high priority resource points for containing agricultural land, five high priority resource points for containing streams, five high priority resource points for containing wetlands, five bonus points for providing a continuing Open Space corridor, and five bonus for being located within the municipal boundaries of the City of Orting.
4. The City Council finds that the property in Application No. OS14-15 meets the purpose and intent of RCW 84.34.020(1) and recommends approval of the classification of 48.72 acres as Open Space land with 25 points under the Open Space Public Benefit Rating System on Parcel No. 0519301703.
5. Pursuant to RCW 84.34.037, the Council's affirmative of approval of this application by this Resolution will be forwarded to the Clerk of the County Council.



Pierce County

Office of the County Council

930 Tacoma Avenue South, Room 1046
Tacoma, Washington 98402-2176
(253) 798-7777
FAX (253) 798-7509
TDD (253) 798-4018
1-800-992-2456
www.co.pierce.wa.us/council

September 15, 2016

Ms. Jane Montgomery, City Clerk
City of Orting
PO Box 489
Orting, Washington 98360

Dear Ms. Montgomery,

Attached is a copy of adopted Pierce County Ordinance No. 2016-44 relating to an application for classification of land located in your jurisdiction. This letter serves as the official transmittal.

Pierce County has, through adoption of the attached ordinance, fulfilled its half of the statutory process for approving current use applications within an incorporated area.

RCW 84.34.037 provides that

[A]pplications for classification of land in an incorporated area shall be acted upon by: (a) A granting authority composed of three members of the county legislative body and three members of the city legislative body in which the land is located in a meeting where members may be physically absent but participating through telephonic connection; or (b) separate affirmative acts by both the county and city legislative bodies where both bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications. (emphasis added)

To finalize the application process, the City's legislative authority must affirm the Pierce County Council's action and forward documents memorializing this affirmation to my attention. Pierce County will then complete administrative processing of the, now approved, application. We will need to receive your affirmation documents as soon as possible. Because contracts need to be signed by applicants, City affirmations received after December 15 of this year may jeopardize our ability to apply the tax credit to next year's property taxes.



By way of background, the County's process includes the following steps:

1. After the application is received by the County, Planning and Land Services and Assessor-Treasurer staff will provide a review of the application pursuant to Chapter 2.114 of the Pierce County Code and Chapter 84.34 RCW, and make a recommendation in the form of a staff report, which is sent to the City or Town and the applicant.
2. Staff incorporates their recommendation and staff report into a proposed Council Ordinance and submits the proposal to the County Council.
3. The County Council holds a public hearing and acts on the Ordinance. The applicant and City/Town are notified of the public hearing date.
4. If passed, the adopted Ordinance is forwarded to the City or Town for its review and concurrence (affirmation). A cover letter explaining the process will be included and the applicant will be copied on this transmittal.
5. The City or Town affirms the application by a legislative action of its own.
6. The municipality forwards official documentation of its legislative action to the Clerk of the Pierce County Council.
7. After confirmation that the application affirmed by the City or Town has not been modified, the Council forwards the approvals to the Planning and Land Services Department. Please note that if the City or Town finds that a modification is desired or necessary, they should notify the Clerk of the Council (see County contacts below) and then the County will develop a new Ordinance and begin again at #3.
8. The Department sends a contract to the applicant for signature, obtains the Executive's signature, and records the document with the County Auditor.

The County contacts for this process include:

- Denise Johnson, Clerk of the Council, County Council Office, 253.798.6065, djohnso@co.pierce.wa.us
- Chad Williams, Planning and Land Services Department, 253.798.3683, cwillia@co.pierce.wa.us
- Sue Testo, Assessor-Treasurer Office, 253.798.7137, stesto@co.pierce.wa.us
- Jeff Cox, Deputy Legal Counsel, County Council Office, 253.798.7579, jcox@co.pierce.wa.us

Regards,


Denise D. Johnson, CMC
Clerk of the Council

Attachment

c: Ameri-Orting Development LLC, Ordinance No. 2016-44 Applicant
Chad Williams, Pierce County Planning and Land Services

1 Sponsored by: Councilmember Dan Roach
2 Requested by: Executive/Planning and Land Services

3
4
5
6
7
8 **ORDINANCE NO. 2016-44**
9

10
11
12 **An Ordinance of the Pierce County Council Affirming an Application for**
13 **Open Space Classification Under Current Use Assessment**
14 **on Certain Properties Located Within the Incorporated**
15 **Boundaries of the City of Orting in Pierce County; Directing**
16 **the Clerk to Forward this Ordinance to the City of Orting for**
17 **its Affirmation of this Application Consistent with Revised**
18 **Code of Washington 84.34.037; and Adopting Findings of**
19 **Fact. (Application No. OS14-15)**
20

21 **Whereas**, a certain property owner has filed an application with Pierce County
22 for Open Space Classification in accordance with Chapter 84.34 Revised Code of
23 Washington (RCW), as amended; and
24

25 **Whereas**, RCW 87.34.037 provides that, "... applications for classification of land
26 in an incorporated area shall be acted upon by: (a) A granting authority composed of
27 three members of the county legislative body and three members of the city legislative
28 body in which the land is located in a meeting where members may be physically
29 absent but participating through telephonic connection; or (b) separate affirmative acts
30 by both the county and city legislative bodies where both bodies affirm the entirety of an
31 application without modification or both bodies affirm an application with identical
32 modifications."; and
33

34 **Whereas**, the property in Open Space Application OS14-15 is located inside the
35 boundaries of the City of Orting; and
36

37 **Whereas**, the provisions of Chapter 2.114 of the Pierce County Code (PCC) set
38 forth applicable procedures for the review and hearing of Current Use Assessment
39 Applications; and
40

41 **Whereas**, the Pierce County Department of Planning and Land Services
42 provided a copy of the application to the City of Orting, as required by Pierce County
43 Code (PCC) 2.114.090 A.2.; and
44
45

1 **Whereas**, the requirements of Chapter 2.114 PCC have been met with respect to
2 the subject application; and

3
4 **Whereas**, the Pierce County Department of Planning and Land Services and
5 Assessor-Treasurer, in cooperation with the City of Orting, have reviewed the
6 application and provided a Staff Report concerning the application; and

7
8 **Whereas**, the Staff Report includes a recommendation of approval of 25 points
9 for Parcel No. 0519301703 for Application No. OS14-15, Ameri-Orting Development
10 LLC , for classification of 48.72 acres as Open Space under Current Use Assessment,
11 based on the Open Space Public Benefit Rating System, consistent with the Findings of
12 Fact, as shown in attached Exhibit A; and

13
14 **Whereas**, the Pierce County Council has followed all applicable procedures and
15 finds that the Application set forth herein for Open Space classification, as more fully
16 described in the attached Exhibit A, has been properly reviewed and considered; **Now**
17 **Therefore**,

18
19 **BE IT ORDAINED by the Council of Pierce County:**

20
21 Section 1. Application Case No. OS14-15 for Ameri-Orting Development LLC is
22 approved for 25 points based on the Open Space Public Benefit Rating System in
23 Chapter 2.114 PCC for Open Space classification of 48.72 acres, as more fully
24 described in Exhibit A, which is attached hereto and incorporated herein by reference.

25
26 Section 2. The Clerk of the Council is hereby directed to forward this Ordinance
27 to the City of Orting for its affirmation of the application contained herein, and
28 subsequent filing of official documentation of its legislative action of affirmation with the
29 Clerk of the Council.

30
31 Section 3. The applicant shall take all steps specified by the Planning and Land
32 Services Department to ensure that the legal description set forth in the application is a
33 true and correct description of the property to be placed under the Current Use
34 Assessment.

35
36 Section 4. The applicant shall execute the required agreement regarding the
37 particular Current Use Assessment authorization as provided by Chapter 2.114 PCC.

38
39 Section 5. Findings of Fact are hereby adopted as set forth in attached Exhibit A;
40 the Findings are incorporated herein by reference.



1 Section 6. If any of the provisions of this Ordinance are held illegal, invalid, or
2 unenforceable, the remaining provisions shall remain in full force and effect.

3
4 PASSED this 6th day of September, 2016.

7 ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

9
10 Denise D. Johnson
11 Denise D. Johnson
12 **Denise D. Johnson**
13 Clerk of the Council

Douglas G. Richardson
Douglas G. Richardson
Council Chair

14
15 Pat McCarthy
16 **Pat McCarthy**
17 Pierce County Executive
18 Approved Verbed _____, this
19 12 day of September,
20 2016.

21
22
23 Date of Publication of
24 Notice of Public Hearing: August 17, 2016

25
26 Effective Date of Ordinance: September 22, 2016

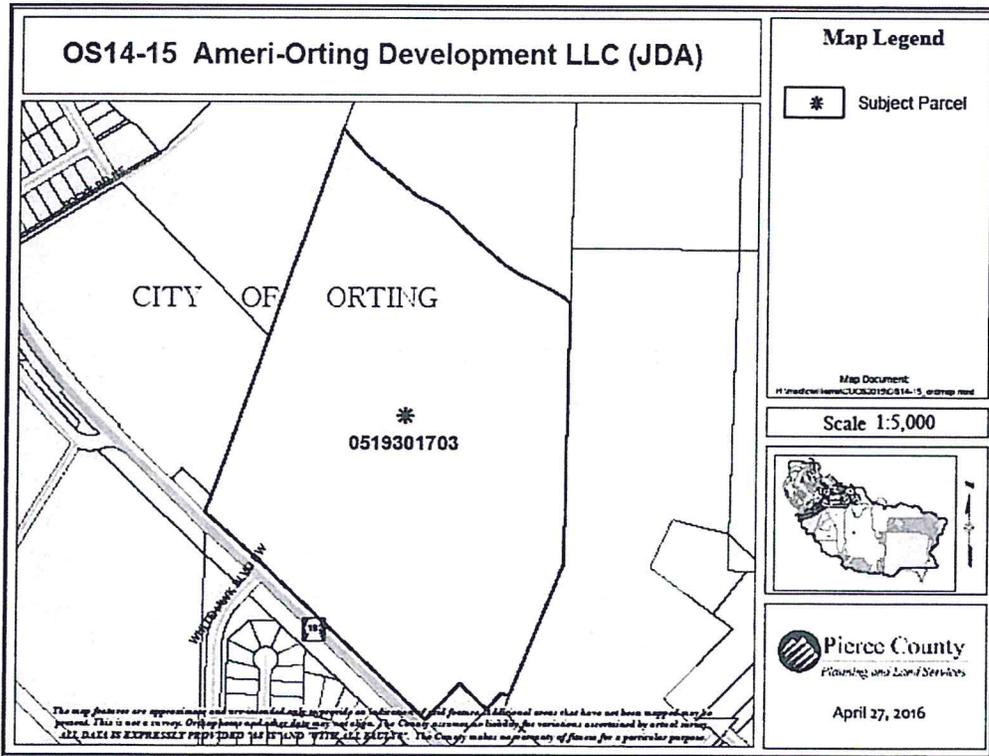


OS14-15, Ameri-Orting Development LLC, Parcel No. 0519301703, 510 Washington Avenue North, City of Orting:

LEGAL DESCRIPTION OF THE PROPERTY UNDER CURRENT USE ASSESSMENT

RTSQQ: 05193014

0519301703: COM AT A PT 30 FT N42 DEG 47 MIN W OF NW COR OF FE ELDREDGE HOMESTEAD (AKA DANIEL VARNER DLC) TH N 21M/L DEG E 618.58 FT TO E SEC LI TH N ALG SEC LI 900 FT M/L TH W 550 FT TH N 70 DEG W 280 FT TH N 66 DEG W 317.40 FT TH S 18 DEG 05 MIN W 946 FT TH S 47 DEG 36 MIN E 1270.70 FT ALG CO RD TH N 42 DEG 16 MIN E 200 FT TH S 47 DEG 36 MIN E 150 FT TH N 42 DEG 16 MIN E 64 FT M/L TO POB ALSO ALL THAT PARC OF LAND ADJ TO ABOVE DESC TR ON THE N & LY BET SD TR & S BANK OF CARBON RIVER CURRENT USE RCW 84.34 AS AMENDED 1973 AGRI 1974 AUD #2545293 SEG C0348MD 7/9/91BO



22
23

FINDINGS OF FACT

Case No. OS14-15, Ameri-Orting Development LLC

The County Council finds as follows:

1. The applicant has applied for classification of land as Open Space land pursuant to Revised Code of Washington (RCW) 84.34.020(1).
2. The property in Case OS14-15 qualifies for open space pursuant to RCW 84.34.020(1).
3. The property in Case OS14-15, Parcel No. 0519301703, qualifies for a total of 25 points on 48.72 acres under the Open Space Public Benefit Rating System (PBRs): Five high priority resource points for containing agricultural land, five high priority resource points for containing streams, five high priority resource points for containing wetlands, five bonus points for providing a continuing Open Space corridor, and five bonus for being located within the municipal boundaries of the City of Orting.
4. At a properly noticed hearing, the County Council finds that the property in Case OS14-15 meets the purpose and intent of RCW 84.34.020(1) and recommends approval of the classification of 48.72 acres as Open Space land with 25 points under the Open Space Public Benefit Rating System on Parcel No. 0519301703.
5. Pursuant to RCW 84.34.037, the Council's affirmative approval of this application by this Ordinance will be forwarded to the City of Orting for its affirmation of the application.



STAFF REPORT

DATE: June 15, 2016
TO: Joint Determining Authority of Pierce County and the City of Orting
FROM: Chad R. Williams, Senior Planner
SUBJECT: Current Use Assessment Case No. OS14-15
APPLICANT: Ameri-Orting Development LLC

SUMMARY: The property owners have applied to transfer all 48.72 acres of a parcel from Current Use Farm & Ag to Current Use Open Space. The property is located at 510 Washington Avenue North in the City of Orting, County Council District 1. The site qualifies with four High Priority Resource categories, one Medium and one Low Priority Resource are also present.

TAX PARCEL DESCRIPTION: 0519301703; COM AT A PT 30 FT N42 DEG 47 MIN W OF NW COR OF FE ELDREDGE HOMESTEAD (AKA DANIEL VARNER DLC) TH N 21M/L DEG E 618.58 FT TO E SEC LI TH N ALG SEC LI 900 FT M/L TH W 550 FT TH N 70 DEG W 280 FT TH N 66 DEG W 317.40 FT TH S 18 DEG 05 MIN W 946 FT TH S 47 DEG 36 MIN E 1270.70 FT ALG CO RD TH N 42 DEG 16 MIN E 200 FT TH S 47 DEG 36 MIN E 150 FT TH N 42 DEG 16 MIN E 64 FT M/L TO POB ALSO ALL THAT PARC OF LAND ADJ TO ABOVE DESC TR ON THE N & LY BET SD TR & S BANK OF CARBON RIVER CURRENT USE RCW 84.34 AS AMENDED 1973 AGRI 1974 AUD #2545293 SEG C0348MD 7/9/91BO

DATE OF SITE VISIT: April 21, 2016

PHYSICAL CHARACTERISTICS OF PROPERTY: This tract is fairly flat with some rolling and gentle sloping throughout the site. This area contains an 11 acre stand of mature hardwoods buffering the Carbon River. A few scattered trees are located in the southeastern portion of the tract. The balance of the site is in pasture.

GENERAL CHARACTERISTICS OF SURROUNDING AREA: North: Carbon River/Wooded/Current Use Open Space; South: Residential; East: Orting High School; West: Vacant/Pasture/City of Orting Sewer Treatment Plant.

PUBLIC BENEFIT RATING SYSTEM PROGRAM ELIGIBILITY - Please see Pierce County Code 2.114 for specific requirements.

A review of the submitted application identifies four High Priority Resources: Ag Land, Streams, Wetlands, and Wooded Areas (Urban). One Medium Priority Resource is also present, Potential Flood Hazards as is one Low Priority Resource, Potential Volcanic Hazards. A

maximum of 15 resource points are allowed for any one application. A review of these resources according to the eligibility criteria follow here.

Eligible Resource Categories:

1. *High Priority Resources*

a. *Agricultural Lands* – The United States Department of Agriculture, Soil Conservation Service’s 1979 Soil Survey of Pierce County Area, Washington identifies two prime agricultural soils present on approximately 70% of this site: Orting loam, and Pilchuck fine sand. Therefore, the property qualifies for five high priority resource points.

f. *Streams* – The site contains a portion of an unnamed tributary to the Carbon River, a regulated Pierce County waterway. Therefore, the site qualifies for five high priority resource points.

g. *Wetlands* - The National Wetland Inventory identifies the presence of a Freshwater Forested/Shrub Wetland on this site. Therefore, it qualifies for five high priority resource points.

Bonus Category:

3. *Designated Urban Lands.*

b. *Properties located within the municipal boundaries of an incorporated city or town.*

This parcel is located within the municipal boundaries of the City of Orting. Therefore, the site is eligible for five bonus points for Designated Urban Lands.

4. *Provides Linkage of Open Space Parcels.*

- a.** The subject property abuts another parcel which currently provides a high or medium priority resource and when both are left undeveloped create a corridor.
- b.** The subject parcel must abut a parcel of land which is already in the current use assessment program or is subject to a conservation easement or restrictive covenant as such is defined above.

This property abuts a parcel to the north (0519301705) that is presently enrolled in the Current Use Open Space program. This property contains the required high priority resources. Therefore the site qualifies for bonus points for helping create an open space corridor.

ATTRIBUTES SUPPORTING CURRENT USE ASSESSMENT: The site is eligible for the maximum allowable Priority Resource points: 15, and is eligible for 10 Bonus points for a total of 25 points on the 48.72 acre site.

OS14-15 Ameri-Orting Development LLC (JDA)



The map features are approximate and are included only to provide a general application of suitability. Addition of areas that have not been mapped features present. This is not a survey. Orthophotos and other data are not guaranteed for accuracy, availability, or reliability for various uses. The County makes no warranty of fitness for a particular purpose. ALL DATA IS EXPRESSLY PROVIDED AS-IS.

Map Legend

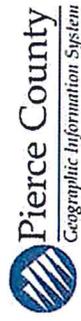
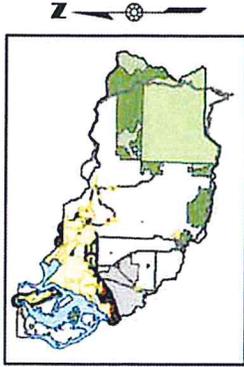
 Subject Parcel

Orthophoto Date: Summer 2014

Map Document:

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Scale 1:5,000

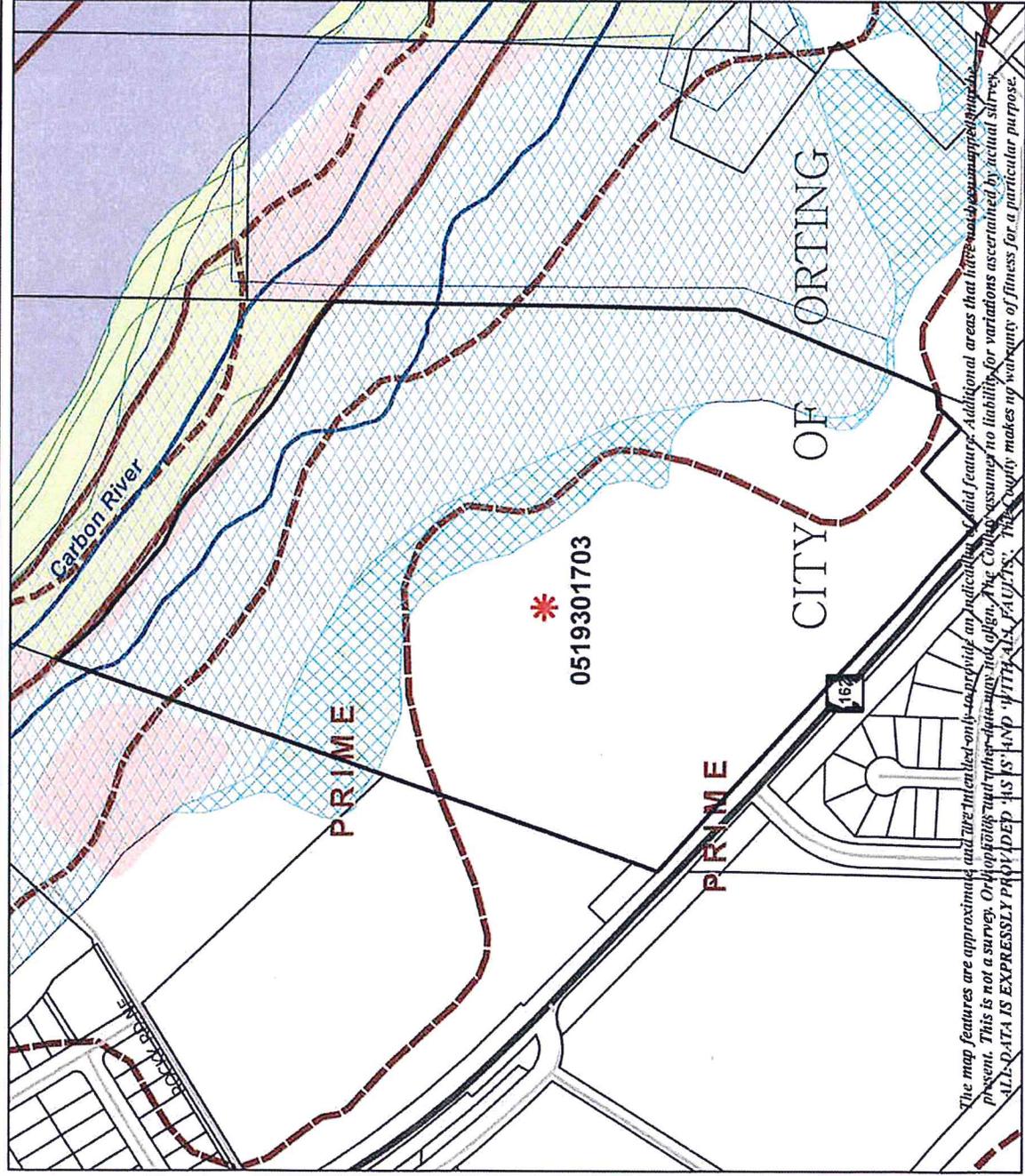


Pierce County
Geographic Information System

Planning And Land Services

February 16, 2016

OS14-15 Ameri-Orting Development LLC (JDA)



The map features are approximate and are intended only to provide an indication of land features. Additional areas that differ slightly from those shown are present. This is not a survey. Orting County and the City of Orting assume no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED "AS IS" AND "WITH ALL FAULTS". The County makes no warranty of fitness for a particular purpose.

Map Legend

- Subject Parcel
- Floodways (FEMA)**
 - Floodway
 - 100 year(A Zone)
 - 500 year(X500 Zone)
- Hydro - Centerlines**
 - Stream
 - Piped Stream Sections
- Soils**
 - Possible F+W Habitat Areas
 - Priority Habitat/Species
 - National Wetlands Inventory

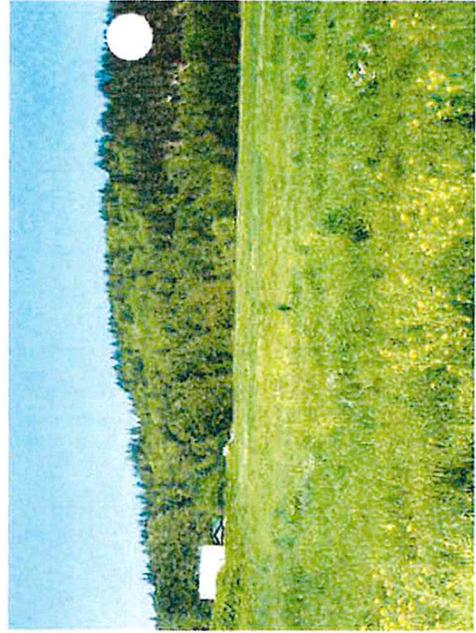
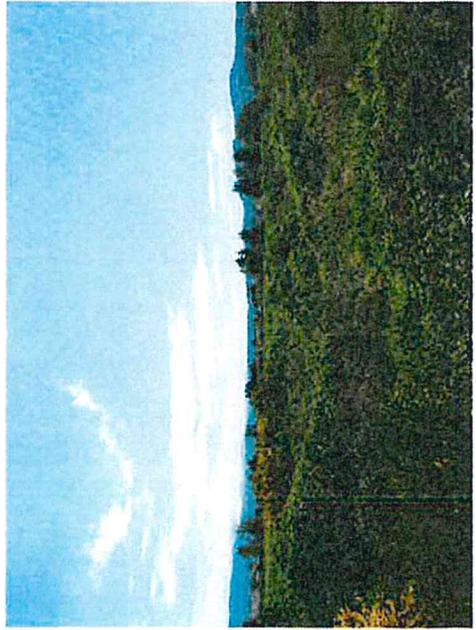
Map Document:
H:\mxd\williams\CUOS2015\OS14-15_resource.mxd

Scale 1:5,057



April 27, 2016

OS14-15 (JDA)



4/21/2016

0519301703



Pierce County

Office of the Assessor-Treasurer

2401 South 35th Street, Room 142
Tacoma, Washington 98409-7498

MIKE LONERGAN
Assessor-Treasurer

This is an estimate for the **land** value only. Values and tax rates, which affect taxes, may change by the time this classification is approved.

OPEN SPACE: CASE # OS 14-15

NAME: AMERI-ORTING DEVELOPMENT LLC

PARCEL #(s): 0519301703 25 POINTS

TRANSFER FROM: **Productive Farm & Ag (income required)**

<i>SHOWS THE CURRENT REDUCTION</i>		<i>SHOWS THE CHANGE TO CURRENT REDUCTION</i>	
TAX BASED ON MARKET LAND VALUE	\$5,990.00	TAX BASED ON FARM & AGRICULTURE VALUE	\$1,320.00
TAX BASED ON FARM & AGRICULTURAL VALUE	- \$1,320.00	TAX BASED ON NEW PBRS VALUE	- \$ 600.00
INCREASE/DECREASE	= \$4,670.00	INCREASE /DECREASE :	= \$ 720.00

2015
APPLICATION
YEAR

2016
IF APPROVED, THIS YEAR
VALUE CHANGED

2017
PROPERTY TAX
YEAR



2401 South 35th Street
Tacoma, Washington 98409-7460

February 18, 2016

Ken Wolfe, Building Official
City of Orting
PO Box 489
Orting, WA 98360

RE: Current Use Open Space Application OS14-15

Dear Mr. Wolfe:

On December 28, 2015 our office received an application for Current Use Open Space classification consideration for properties within your municipal boundaries. Pierce County Planning & Land Services and the Pierce County Assessor Treasurer's office processes all Current Use applications within the county, regardless of jurisdiction. This process is referred to as a Joint Determining Authority action and is established through RCW 84.34.037.

Applicable County language:

PCC Chapter 2.114

CURRENT USE ASSESSMENT ADMINISTRATIVE PROCEDURES

2.114.090 - Multiple Jurisdictions.

A. Incorporated Jurisdictions.

- 1. An owner of land who desires a current use classification for open space land and whose land is in an incorporated area within Pierce County shall apply with the Department.*
- 2. The Department shall send copies of such application to the respective town or city administrative authority within ten days of receipt.*
- 3. Open space land current use assessment applications for properties located within incorporated areas shall be subject to the public benefit rating system provisions established in Section 2.114.060 of this Chapter.*
- 4. A Joint Determining Authority established by RCW 84.34.037 shall have the authority to grant applications for properties in incorporated areas.
(Ord. 2015-36 § 3 (part), 2015; Ord. 99-96 § 1 (part), 1999; Ord. 98-114S § 3 (part), 1999)*

The County accepts Current Use applications throughout the calendar year. The field work, staff report preparation, recommendation to Council, public hearings and the signing of an Open Space Taxation Agreement will occur this year. The applicants, if successful, will see their tax benefit start in the first half of 2017. The taxing district which these parcels are located will also



Pierce County/City of Orting Joint Determining Authority
OS14-15
February 18, 2016
Page 2

see a minor tax shift at the same time. An estimate of the new land value will be included with the upcoming staff report/recommendation.

A copy of the application and two source documents are attached. The applicants, Ameri-Orting Development, LLC, are applying to transfer all 48.72 acres of their property from Current Use Farm & Agricultural use to Current Use Open Space. The tax parcel ID # is 0519301703 and the site address is 510 Washington Avenue North.

The Pierce County adopted Public Benefit Rating System will be utilized to determine the tax benefit level. This is a resource point system based on the protection of those resources present on the property. The County's GIS data is utilized to determine these resources.

Although much of our GIS data sets stop at municipal boundaries, it is clear that this property will easily reach the maximum point value with the numerous resources present on this site. Agricultural Land, Fish & Wildlife Habitat Conservation Areas, Critical Salmon Habitat, Streams, Wetlands and Potential Flood Hazard are all present.

My goal is to complete the site visit and write the staff report/recommendation for County Council's consideration by the end of April.

I will be contacting the owners of these parcels in a couple weeks to schedule a site visit to document the existing conditions and resources present in the near future. If anyone from your office is interested in meeting at the site, please let me know.

If you have any questions, please do not hesitate to contact me at 253.798.3683 or cwillia@co.pierce.wa.us

Regards,



Chad Williams
Senior Planner

CW:
N:\Long Range Planning\CUAJDA 2015\Orting JDA Process.docx
Attachments

PIERCE COUNTY
APPLICATION FOR CLASSIFICATION OR RECLASSIFICATION
AS OPEN SPACE FOR CURRENT USE ASSESSMENT
RCW 84.34

0514-15

OPEN SPACE LAND MEANS:

- (a) Any land area so designated by a comprehensive land use plan adopted by a city or county authority, or
- (b) Any land area, in which the preservation in its present use would:
 - (i) Conserve and enhance natural or scenic resources,
 - (ii) Protect streams or water supply,
 - (iii) Promote conservation of soils, wetlands, beaches or tidal marshes,
 - (iv) Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open space,
 - (v) Enhance recreation opportunities,
 - (vi) Preserve historic sites,
 - (vii) Preserve visual quality along highway, road, and street corridor or scenic vistas, or
 - (viii) Retain in its natural state tracts of land not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the granting authority.
- (c) Or, any land meeting the definition of "farm and agricultural conservation land".

- Fees:** (a) The non-refundable application fee must be submitted with the application. \$1200.00 in unincorporated or \$1450.00 within city limits. Cities may charge an additional fee. Contact your city to inquire.
- (b) Fee for advertising the final public hearing will be billed and payable prior to recording the final contract. The cost varies depending on length of legal. (Approx. \$50.00)
- (c) If public access is requested or mandatory, signage requirements are available at the Pierce County Planning and Land Services office.

Name of Applicant: Ameri-Orting Development LLC A site visit must be scheduled for approval.
 Mail Address: 501 SW 293rd St List several phone #s where you can be
Federal Way, WA 98023 reached
 E-Mail Address: 6acorp@gmail.com 206-331-0736

- 1. Interest in property: Fee owner Contract Purchaser Other
- 2. Property location: 510 Washington Ave N, Orting, WA 98360
- 3. Is property within city limits? Yes No If yes, which city? Orting
- 4. Assessor's parcel #(s): 0519301703
- 5. (a) Total acreage of parcel(s): 48.72 (b) Total acreage of unqualified or excluded areas: _____
- 6. Legal description of land to be classified Open Space: (may attach copy) _____
attached
- 7. Legal or detailed description of area excluded (if any) from Open Space classification in 5(b)(may attach copy) _____
- 8. Describe the present improvements on this property: (buildings, etc.) none
- 9. Is this land subject to a lease or agreement, which permits any other use than it's present use? Yes No
 If yes, attach copy of the lease agreement.
- 10. Include a Map or Drawing of the Parcel(s), including location of excluded areas and all structures, etc.
- 11. Is this a reclassification (transfer) under 84.34.070 or 84.33 ? If yes, complete form 64.0060 or 64.0038.

SENT 2-18
 (COW)

STATEMENT OF ADDITIONAL TAX, INTEREST AND PENALTY DUE UPON REMOVAL OF CLASSIFICATION

1. Upon removal of classification, an additional tax shall be imposed which shall be due and payable to the county Treasurer 30 days after removal or upon sale or transfer, unless the new owner has signed the Notice of Continuance. The additional tax shall be the sum of the following:
 - (a) The difference between the property tax paid as "Open Space" and the amount of property tax otherwise due and payable for the last seven years had the land not been so classified; plus
 - (b) Interest upon the amounts of the difference (a), paid at the same statutory rate charged on delinquent property taxes.
 - (c) A penalty of 20% shall be applied to the amount determined in (a) & (b) above if the classified land is applied to some other use except through compliance with the property owner's request for withdrawal process, or except as a result of those conditions listed in (2) below
2. The additional tax, interest, and penalty specified in (1) above shall not be imposed if removal resulted solely from:
 - a) Transfer to a governmental entity in exchange for other land located within the State of Washington.
 - b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power of eminent domain in anticipation of the exercise of such power.
 - c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property.
 - d) Official action by an agency of the State of Washington or by the county or city where the land is located disallows the present use of such land.
 - e) Transfer of land to a church when such land would qualify for property tax exemption pursuant to RCW 84.34.020.
 - f) Acquisition of property interest by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).
 - g) Removal of land classified as farm & agricultural land under RCW 84.34.020(2) (e) (farm homesite).
 - h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification.
 - i) The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120
 - j) The creation, sale, or transfer of a fee interest or a conservation easement for the riparian open space program under RCW 76.09.040.
 - k) The sale or transfer of land within two years after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as designated forest land under chapter 84.33 RCW, or classified under this chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used.
 - l) (i) The discovery that the land was classified under this chapter in error through no fault of the owner. For purposes of this subsection (6)(l), "fault" means a knowingly false or misleading statement, or other act or omission not in good faith, that contributed to the approval of classification under this chapter or the failure of the assessor to remove the land from classification under this chapter.
(ii) For purposes of this subsection (6), the discovery that land was classified under this chapter in error through no fault of the owner is not the sole reason for removal of classification pursuant to subsection (1) of this section if an independent basis for removal exists. Examples of an independent basis for removal include the owner changing the use of the land or failing to meet any applicable income criteria required for classification under this chapter.

AFFIRMATION

As owner(s) of the land described in this application, I hereby indicate by my signature that I am aware of the potential tax liability involved when the land ceases to be classified as Open Space under provision of CH 84.34 RCW, and that the Assessor-Treasurer's office may require pertinent data be periodically submitted as to the continued use of the land. I also declare under the penalties for false swearing that this application and any accompanying documents have been examined by me and to the best of my knowledge it is a true, correct, and complete statement.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070)

Signatures of all Owner(s) or Contract Purchaser(s):

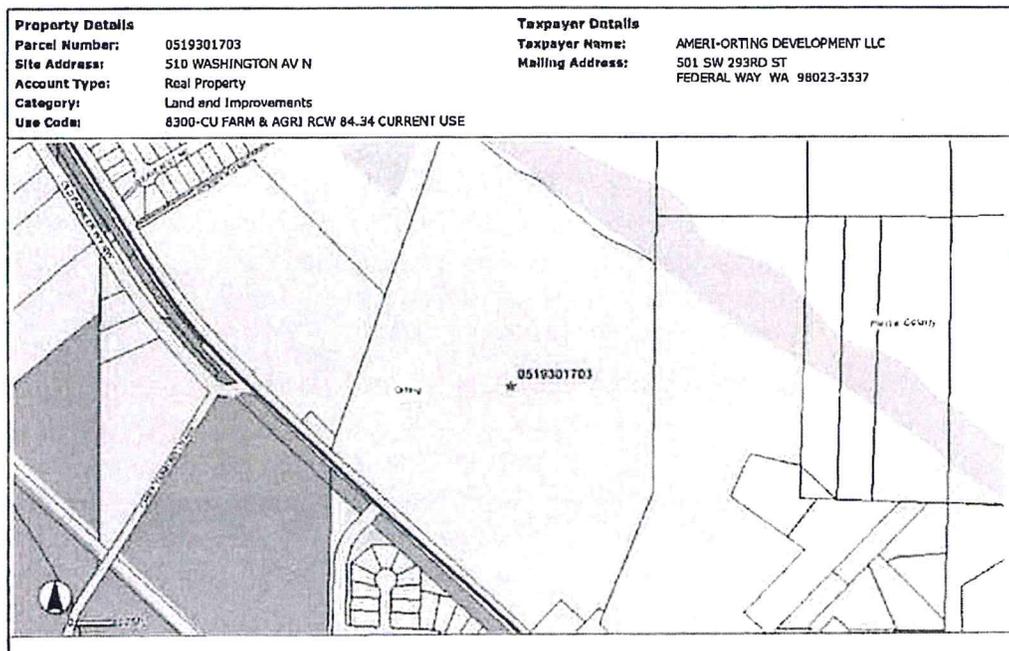
Date:

11/9/2015

**Submit application and fee to: Pierce County Planning and Land Services Development Center
2401 S 35th St Ste 2
Tacoma WA 98409**

Legal Description

Section 30 Township 19 Range 05 Quarter 14 : COM AT A PT 30 FT N42 DEG 47 MIN W OF NW COR OF FE ELDREDGE HOMESTEAD (AKA DANIEL VARNER DLC) TH N 21M/L DEG E 618.58 FT TO E SEC LI TH N ALG SEC LI 900 FT M/L TH W 550 FT TH N 70 DEG W 280 FT TH N 66 DEG W 317.40 FT TH S 18 DEG 05 MIN W 946 FT TH S 47 DEG 36 MIN E 1270.70 FT ALG CO RD TH N 42 DEG 16 MIN E 200 FT TH S 47 DEG 36 MIN E 150 FT TH N 42 DEG 16 MIN E 64 FT M/L TO POB ALSO ALL THAT PARC OF LAND ADJ TO ABOVE DESC TR ON THE N & LY BET SD TR & S BANK OF CARBON RIVER CURRENT USE RCW 84.34 AS AMENDED 1973 AGRI 1974 AUD #2545293 SEG C0348MD 7/9/91BO



Change of Classification or Use
(Chapters 84.33 and 84.34 RCW)

Tax Code: _____

County: PIERCE

File With County Assessor

<p>Applicant(s) name and address: Ameri-Orting Development LLC</p> <p>Phone No: <u>206-331-0736</u></p> <p>Land subject to this application (legal description): attached</p>	<p>Assessor's Parcel or Account No: <u>0519301703</u></p> <p>Auditor's File No. on original application: _____</p>
---	--

Change of Classification
(Check appropriate box)

The land is currently classified as Farm and Agricultural land under RCW 84.34.020(2) and I hereby request reclassification as:

- Timber land as provided under RCW 84.34.020(3). (Attach completed form REV 64 0021 and a timber-management plan.)
- Open Space land as provided under RCW 84.34.020(1). (Attach completed form REV 64 0021)
- Forest Land classification under Chapter 84.33 RCW. (Attach completed form REV 62 0021)
- Farm and Agricultural Conservation land as provided in RCW 84.34.020(1)(c). (Attach completed form REV 64 0021)

The land is classified as Open Space Farm and Agricultural Conservation land under RCW 84.34.020(1)(c) and I hereby request reclassification to:

- Farm and Agricultural land under RCW 84.34.020(2).

The land is currently classified as Timber land under RCW 84.34.020(3) and I hereby request reclassification as:

- Forest land classification under Chapter 84.33 RCW. (Attach completed form REV 62 0021)
- Open Space land as provided under RCW 84.34.020(1). (Attach completed form REV 64 0021)
- Farm and Agricultural land as provided under RCW 84.34.020(2). (Attach completed form REV 64 0024)

NOTE: If request to change classification is approved, no additional tax or penalty will be imposed.

Requests to transfer from Forest Land designation under provisions of Chapter 84.33 RCW to Current Use classification under Chapter 84.34 RCW should be made on REV 64 0038.

Attachment:

- REV 62 0021
- REV 64 0021
- REV 64 0024

General Information

RECLASSIFICATIONS: are defined in RCW 84.34.070(2) as follows:

- (2) The following reclassifications are not considered withdrawals or removals and are not subject to additional tax under RCW 84.34.108:
 - (a) Reclassification between lands under RCW 84.34.020(2) and (3);
 - (b) Reclassification of land classified under RCW 84.34.020(2) or (3) or Chapter 84.33 RCW to open space land under RCW 84.34.020(1);
 - (c) Reclassification of land classified under RCW 84.34.020(2) or (3) to forest land classified under Chapter 84.33 RCW; and
 - (d) Reclassification of land classified as open space land under RCW 84.34.020(1)(c) and reclassified to farm and agricultural land under RCW 84.34.020(2) if the land had been previously classified as farm and agricultural land under RCW 84.34.020(2).
- (3) Applications for reclassification shall be subject to applicable provisions of RCW 84.34.035, 84.34.037, 84.34.041, and Chapter 84.33 RCW.
- (4) The income criteria for land classified under RCW 84.34.020(2)(b) and (c) may be deferred for land being reclassified from land classified under RCW 84.34.020(1)(c) or (3), or Chapter 84.33 RCW into RCW 84.34.020(2)(b) or (c) for a period of up to five years from the date of reclassification. [1992 c 69 §10]

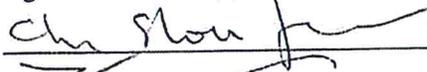
FARM AND AGRICULTURAL CONSERVATION LAND: is defined in RCW 84.34.020(8)(a & b) as follows:

- (8) "Farm and agricultural conservation land" means either:
 - (a) Land that was previously classified under subsection (2) of this section, that no longer meets the criteria of subsection (2) of this section, and that is reclassified under subsection (1) of this section; or
 - (b) Land that is traditional farmland that is not classified under Chapter 84.33 or 84.34 RCW, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and that has a high potential for returning to commercial agriculture. [1992 c 69 § 4]

And also defined in RCW 84.34.037(2)(c) as follows:

- (c) Whether granting the application for land applying under RCW 84.34.020(1)(c) will
 - (i) either preserve land previously classified under RCW 84.34.020(2) or preserve land that is traditional farmland and not classified under Chapter 84.33 or 84.34 RCW, (ii) preserve land with a potential for returning to commercial agriculture, and (iii) affect any other factors relevant in weighing benefits to the general welfare of preserving the current use of property.

Signatures of Owner(s) or Contract Purchaser(s):





Date 11/9/2015

For tax assistance, visit <http://dor.wa.gov/content/taxes/property/default.aspx> or call (360) 570-5900. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users may call 1-800-451-7985.



**City Of Orting
Council Agenda Summary Sheet**

AB16-99 SUBJECT: Ordinance No. 2016-997, Amending Ordinance No. 2016-989, As Amended At Ordinance No. 2016-994, And Orting Municipal Code 6-3b-10 Violation; Penalty; Regarding Regulation Of Livestock Within City.	Agenda Item #:	2016-99
	For Agenda of:	October 12, 2016
	Department:	Administration
	Date Submitted:	10/06/16

Orting Staff & Professional Representatives			
Mayor, Joachim Pestinger	X	Cost of Item:	<u>\$0</u>
City Administrator, Mark Bethune	X	Amount Budgeted:	<u>\$0</u>
City Attorney, Charlotte Archer	X	Unexpended Balance:	<u>\$0</u>
City Clerk, Jane Montgomery		Timeline: <i>enter a timeline if applicable</i>	
City Treasurer, Scott Larson		BARS:	
Police Chief, Bill Drake		Fiscal Note: <i>enter Finance information here.</i>	
Public Works, Dean Kaelin			
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford			
BHC Consultants, Roger Wagoner			
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Councilmember <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator			

Attachments: Ordinance
SUMMARY STATEMENT: <p>On August 31, 2016, the City Council adopted Ordinance No. 2016-994, amending Ordinance No. 2016-989 at the request of Pierce County to further clarify Pierce County's role as it relates to animal control for livestock in the City. Due to a drafter's error, Ordinance 2016-994, as amended by Ordinance No. 2016-989, and new OMC 6-3B-10 do not reflect the new schedule for civil infraction penalties. The City desires to amend OMC 6-3B-10 to reflect the City's new schedule for civil infraction penalties. The attached ordinance accurately reflects the new schedule for civil infraction penalties.</p>
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Transportation Committee
RECOMMENDED ACTION: <i>MOTION: to approve first reading of Ordinance NO. 2016-997. Amending Ordinance No. 2016 989, as amended at Ordinance No. 2016-994, and Orting Municipal code 6-3b-10 (violation; penalty; regarding regulation of livestock within City).</i>

**CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2016-997**

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, AMENDING ORDINANCE NO. 2016-989,
AS AMENDED AT ORDINANCE NO. 2016-994, AND
ORTING MUNICIPAL CODE 6-3B-10 (VIOLATION;
PENALTY; REGARDING REGULATION OF LIVESTOCK
WITHIN CITY; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of Orting is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington; and

WHEREAS, beginning Fall 2016, the City intends to contract with Pierce County for Pierce County to provide the City with animal control and pet licensing services; and

WHEREAS, as a condition of providing animal control and pet licensing services to the City, the agreement between the City and Pierce County requires the City to adopt the same animal control and pet licensing regulations as adopted by the County; and

WHEREAS, on August 17, 2016, the City Council adopted Ordinance No. 2016-989, which amended the City's regulations for livestock, cattle, hogs, poultry, horses and rabbits, codified at Orting Municipal Code (OMC) Title 6, Chapter 3, Article B; and

WHEREAS, at the request of Pierce County, the City also amended its schedule for civil infraction penalties via Ordinance No. 2016-988; and

WHEREAS, on August 31, 2016, the City Council adopted Ordinance No. 2016-994, amending Ordinance No. 2016-989 at the request of Pierce County to further clarify Pierce County's role as it relates to animal control for livestock in the City;

WHEREAS, due to a drafter's error, Ordinance 2016-994, as amended by Ordinance No. 2016-989, and new OMC 6-3B-10 do not reflect the new schedule for civil infraction penalties; and

WHEREAS, the City desires to amend OMC 6-3B-10 to reflect the City's new schedule for civil infraction penalties; and

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

Section 1. OMC 6-3B-10 (Violation, Penalty), Amended. Orting Municipal Code 6-3B-10 (Violation, Penalty) is hereby amended to read as follows:

6-3B-10: VIOLATION; PENALTY:

A. Any person violating the provisions of 6-3B-3A, 6-3B-4, and 6-3B-6A shall be guilty of a misdemeanor and, upon conviction thereof, subject to penalty as provided in Section 1-4-1 of this Code.

B. Any person violating the provisions of 6-3B-3B, 6-3B-3C, 6-3B-5, 6-3B-6B, 6-3B-6C, 6-3B-7, and 6-3B-9, shall be guilty of a civil infraction with maximum penalties as follows:

1. First offense within a one year period: Class 3 civil infraction. (~~\$50.00~~120.00)
2. Second offense within a one year period: Class 2 civil infraction. (~~\$125.00~~300.00)
3. Third offense within a one year period: Class 1 civil infraction. (~~\$250.00~~600.00)
4. Fourth offense within a one year period: Misdemeanor. (~~\$~~)

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. Codification. The City Council authorizes the City Clerk to correct any non-substantive errors in this Ordinance, codify same, and publish the code.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication or upon execution of an agreement between Pierce County and the City of Orting for animal control services, whichever is later.

FIRST READING AND APPROVAL ON OCTOBER 12TH, 2016 AT A REGULAR MEETING OF THE CITY COUNCIL.

SECOND READING ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 26TH DAY OF OCTOBER, 2016.

CITY OF ORTING

Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk, CMC

Approved as to form:

Charlotte A. Archer
Kenyon Disend PLLC
City Attorney

Filed with the City Clerk: September 27, 2016

Passed by the City Council:

Ordinance No.2016-997

Date of Publication:

Effective Date:



**City Of Orting
Council Agenda Summary Sheet**

AB16-100 SUBJECT: Resolution No. 2016-26, Approving amended Interlocal Agreement with Association of Washington Cities- Risk Management Services Agency (RMSA).	Agenda Item #:	2016-100
	For Agenda of:	10/12/2016
	Department:	Administration
	Date Submitted:	10/06/16

Orting Staff & Professional Representatives			
Mayor, Joachim Pestinger	X	Cost of Item:	<u> \$0 </u>
City Administrator, Mark Bethune	X	Amount Budgeted:	<u> \$0 </u>
City Attorney, Charlotte Archer		Unexpended Balance:	<u> \$0 </u>
City Clerk, Jane Montgomery	X	Timeline: Must be returned by November 1, 2016.	
City Treasurer, Scott Larson		BARS:	
Police Chief, Bill Drake		Fiscal Note: <i>enter Finance information here.</i>	
Public Works, Dean Kaelin			
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford			
BHC Consultants, Roger Wagoner			
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Councilmember <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator			

Attachments: Resolution, Reline ILA and Clean version of ILA
SUMMARY STATEMENT: <p>At their November 2014 meeting, the AWC RMSA Board of Directors created a five-member committee to review the AWC RMSA Bylaws and Interlocal Agreement. The Bylaws provide for the governance and regulation of the AWC RMSA. The Interlocal Agreement provides for self-insurance pooling and group purchasing power of insurance coverage, while receiving risk management services and property and liability claims administration.</p> <p>In order for the new Interlocal Agreement to become effective, at least 75% of all members of the AWC RMSA must pass a resolution adopting the Interlocal Agreement.</p> <p>The attached Resolution adopts the amended ILA with AWC.</p>
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:
RECOMMENDED ACTION: <i>MOTION: to approve to approve the amended Interlocal Agreement with the Association of Washington Cities Risk Management Services Association.</i>

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2016-26**

A RESOLUTION OF THE CITY OF ORTING, WASHINGTON, APPROVING THE INTERLOCAL AGREEMENT WITH THE ASSOCIATION OF WASHINGTON CITIES (AWC) RISK MANAGEMENT SERVICE AGENCY (RMSA) AND ITS MEMBERS

WHEREAS, the Association of Washington Cities Risk Management Service Agency (AWC RMSA), authorized and formed under RCW 48.62, offers pooled self-insurance providing cost stability and the potential for long-term savings; and

WHEREAS, AWC RMSA is sponsored by the Association of Washington Cities as a service to Washington cities and towns; and

WHEREAS, the City of Orting has reviewed and analyzed the AWC RMSA Interlocal agreement, bylaws, and coverages; with legal counsel for consistency with city code/charter, of the City of Orting; and

WHEREAS, the City of Orting acknowledges that after becoming a member of the AWC RMSA, the City of Orting shall be subject to assessments and any future reassessments as required by statute and the AWC RMSA; and

WHEREAS, the City of Orting concludes that the Interlocal Agreement of the AWC RMSA would be beneficial in managing the municipal risks involved in providing services to our citizens;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON, DOES HEREBY AGREE TO ENTER INTO AND ABIDE BY THE INTERLOCAL AGREEMENT, WHICH, ALONG WITH THIS RESOLUTION, CONSTITUTES A CONTRACT BETWEEN THE CITY OF ORTING AND THE AWC RMSA.

**ADOPTED BY THE GOVERNING BODY OF THE CITY OF ORTING, WASHINGTON
ON THIS 12TH DAY OF OCTOBER, 2016**

CITY OF ORTING

Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk

Approved as to form:

Charlotte Archer, City Attorney

Passed by the City Council: October 12, 2016
Resolution No.: 2016-26

INTERLOCAL AGREEMENT OF
THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
(AWC-RMSA)

DRAFT

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DRAFT

INTERLOCAL AGREEMENT: OF THE ASSOCIATION OF WASHINGTON CITIES RISK MANAGEMENT SERVICE AGENCY

PREAMBLE

State law authorizes the formation of pooling organizations to provide such insurance, to reduce the amount and frequency of the Members' losses, and to decrease the cost incurred by the Members in the handling and litigation of claims. This Agreement provides for self-insurance pooling and/or the economical purchase of primary Insurance and/or Excess Insurance coverage for all Local Governmental Entities. This Agreement is made and entered into in the State of Washington by and among the Members organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "Members", and individually as "Member", which are parties signatory to this Agreement. Said Members are sometimes referred to herein as "Parties".

RECITALS

WHEREAS, Chapter 48.62 RCW provides that two or more local governmental agencies may, by Interlocal Agreement, provide insurance for any purpose by one or more of certain specified methods;

WHEREAS, the Association of Washington Cities, the sponsoring entity, of the Risk Management Service Agency ("Agency"), would like to maintain the long-standing relationship that has been achieved over the years because of the mutual goals of both entities, which is to support all cities and towns in Washington State;

WHEREAS, the Association of Washington Cities as sponsor of the Agency desires to provide its Members, as well as other Local Governmental Entities, the opportunity to jointly self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages;

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a Joint protection Self-Insurance program for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, in consideration of all of the mutual benefits, covenants and agreements contained herein the parties hereto agree as follows:

ARTICLE 1 Definitions

The following definitions shall apply to the provisions of this Agreement:

- 1.1 _____ "Administrative Agent," shall mean the Association of Washington Cities that provides ~~third party administration (TPA) services to the Agency.~~ the contracted administrative services for the Agency.

1.2 “Agency” shall mean the Association of Washington Cities Risk Management Service Agency (RMSA).

~~1.3~~ ~~X.XX~~ “Agreement” shall mean the Interlocal Agreement, however amended, among and between the Agency and the Member.

1.43 “Assessment” shall mean the monies~~es~~ paid by the ~~m~~ Members to the Agency.

1.54 “Association” shall mean the Association of Washington Cities.

1.65 “Board of Directors” or “Board” shall mean the governing body of the Risk Management Service Agency (RMSA) as duly elected by the members of the Agency.

~~X.XX~~1.7 ——— “Bylaws” shall mean the document(s) that provides for the governance and operation of the Agency. “Bylaws” mean the Bylaws adopted by the Board of Directors of the Agency and all duly adopted amendments and revisions thereto, however amended.

1.86 “Claim(s)” shall mean ~~demands made against the Agency arising out of occurrences which are within the Agency's Joint Protection Program as developed by the Board of Directors.~~ ~~m~~ Means a demand for payment for damages against the Agency arising out of occurrences within the Coverage Agreement; or policy benefit because of the occurrence of an event that includes, but is not limited to, the destruction or damage of property or reputation, bodily injury or death and alleged civil rights violations.

~~1.9X.XX~~ “Coverage Agreement” shall mean the coverage document(s) established by the Board of Directors and intended to address the general claims operations of the Agency.

1.107 “Excess insurance” shall mean that insurance purchased or other financing arrangements made on behalf of the Agency to protect the funds of the Agency against catastrophes or against an unusual frequency of losses during a single year.

1.118 “Fiscal Year” shall mean that period of 12 months, from January 1 to December 31, which is established as the fiscal year of the Agency.

1.129 “Insurance” shall mean and include self-insurance through a funded program and/or commercial insurance contract.

~~1.13X.XX~~ ——— “Interlocal Agreement” means an Agreement established under the Interlocal Cooperation Act defined in ~~C~~chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and therefore, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

1.140 “Joint Protection Program” shall mean the program established by the Board of Directors and intended to address the general operation of the Agency.

~~1.14X.XX~~ ——— “Joint Self-Insurance Program” means two or more Local Government Entities which have entered into a cooperative risk sharing Agreement subject to regulation under 48.62 RCW.

1.154 “Local Governmental Entity” shall mean every unit of local government, both general purpose and special purpose, and shall include, but not be limited to, counties, cities, towns, port districts,

public utility districts, water districts, sewer districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, and quasi municipal corporations.

~~1.16X.XX~~ —“**Member**” – shall mean any eligible entity which participates in the Agency, pays the annual Assessment and is signatory to the Agency’s Interlocal Agreement.

~~1.17X.XX~~ —“**Member Standards**” shall mean the required ~~and~~ advisory standards ~~were~~ adopted by the Board of Directors in an effort to provide consistent administrative practices for members, with the goal of reducing property and liability losses.

1.182 “**Operating Committee**” shall mean the standing advisory committee ~~of the Agency to the~~ Board.

~~1.19X.XX~~ —“**Reassessment**” shall mean additional monies ~~sees~~ paid by the Members to the Joint Self-Insurance Program ~~if claims shall exceed assets~~.

1.20 “**Risk Sharing**” means a decision by the Members of a Joint Self Insurance Program to jointly absorb certain or specific financial exposures to risks of loss through the creation of a formal program of advance funding of actuarially determined anticipated losses; and/or joint purchase of Insurance or reinsurance as a member of a Joint Self Insurance Program formed under Chapter 48.62 RCW.

1.2143 “**Signatory**” or “**Signatories**” shall mean those parties who sign this Agreement, including execution by ~~C~~counterpart, thereby becoming a Member of the Agency bound by the terms of this Agreement.

~~1.22X.XX~~ —“**Special Committee**” – shall mean committees of the Agency created by the Board of Directors.

ARTICLE 2

Purposes Risk Sharing

2.1 This Agreement is entered into by the Members to provide for ~~Joint sSelf-ii~~Insurance pooling and/or the economical purchase of ~~primary~~ Insurance ~~and/or Excess Insurance~~ coverage, ~~risk management services, and property and liability claims administration, for all forms of Insurance available or required by law for Local Governmental Entities and for which state law authorizes the formation of pooling organizations to provide such Insurance,~~ Furthermore, the purpose of the Agreement is to reduce the amount and frequency of the Members' losses; and to decrease the cost incurred by the Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public Agency, the Association of Washington Cities Risk Management Services Agency, to direct and administer a Joint ~~Protection~~Self-Insurance Program wherein the Members will engage in certain activities, including but not limited to the following:

2.1.1 ~~Pool their losses and Claims~~Risk Sharing;

2.1.2 Jointly purchase of insurance which may include, but is not limited to ~~Ee~~Excess Insurance ~~and or reinsurance~~; and

2.1.3 Jointly purchase of administrative and other services including:

2.1.1.1 Claims adjusting;

2.1.1.2 Data processing;

- 2.1.1.3 Risk management consulting;
- 2.1.1.4 Loss prevention;
- 2.1.1.5 Legal; and
- 2.1.1.6 Miscellaneous related services.

2.2 It is also the purpose of the Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Local Government Entities organized and existing under the Constitution or laws of the State of Washington as may desire to become parties to this Agreement and ~~m~~Members of the Agency, subject to approval by the Board of Directors.

2.3 ~~It is also the purpose of t~~ This Agreement ~~to~~ may but is not required to provide, to the extent permitted by law, that the Agency may, at the discretion of its ~~d~~Directors, contract with non-member Local Government Entities in the State of Washington.

Article 3 Agency Offices

3.1 Principal Executive Office

The principal executive office for the transaction of business of the Agency shall be located at 1076 ~~South~~ Franklin St. SE, Olympia, WA 98501. The Administrative Agent in cooperation with the Board of Directors of the Agency shall have the authority to change the location of the principal executive office from time to time.

3.2 Other Offices

Other business offices may be at any time be established by the Administrative Agent in cooperation with the Board of Directors of the Agency at any place or places where the Agency is qualified to do business.

ARTICLE 4 Parties to Agreement

Each party to this Agreement certifies that it intends to and does contract with all other parties who are Signatories of this Agreement and, in addition, with such other parties as may later be added to and ~~S~~ignatories of this Agreement pursuant to Article 14. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 16 and 17, shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 5 Term of Agreement

This Agreement shall become effective on January 1, 2019, and shall be of unlimited duration, but not less than one year, and will continue unless terminated as hereinafter provided in Article 19.

ARTICLE 6 Financial Obligations of Agency

Pursuant to ~~Ch~~apter. 48.62 RCW, of the State of Washington, the debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any ~~party~~ Member to this Agreement.

ARTICLE 7
Powers of the Agency

- 7.1 Agency shall have the powers provided for by law and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:
- 7.1.1 Contract or otherwise provide for risk management, claims administration and loss ~~control~~ prevention services;
 - 7.1.2 Contract or otherwise provide legal counsel for the defense of Claims and/or other legal services;
 - 7.1.3 Consult with the Washington State Risk Manager and State Auditor;
 - 7.1.4 Jointly purchase Insurance coverage in such form and amount as the organization's participants may by contract agree;
 - 7.1.5 Incur debts, liabilities, or obligations;
 - 7.1.6 Acquire, receive, hold, or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;
 - 7.1.7 Sue and be sued in its own name;
 - 7.1.8 Hire employees and agents; and
 - 7.1.9 Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.
- 7.2 Said powers shall be exercised to the terms hereof and in the manner provided by law.

ARTICLE 8

The Board of Directors and their Powers and Responsibilities

- 8.1 The Agency, its funds and service programs shall be administered by a Board of Directors.
- 8.2 **Number of Directors**
There shall be seven (7) Directors of the Agency, who shall be elected officials representing members of the Agency.
- 8.3 **Acceptance of Appointment by Directors**
Each Director shall sign a document accepting their appointment as Director and agreeing to abide by the terms and provisions of this ~~Interlocal~~ Agreement and the Bylaws.
- 8.4 **Powers and Responsibilities of the Board of Directors**
The Board of Directors of the Agency shall have the following powers and functions:
- 8.4.1 The Board shall have the power to review, amend, modify, adopt, override, or reject the Operating Committee's recommendations.
 - 8.4.2 The Board shall review, modify if necessary, and approve the annual operating budget of the Agency.
 - 8.4.3 The Board shall receive and review periodic accountings of all funds of the Agency.

- 8.4.34 Annually the Board shall review, amend, adopt, or reject the Operating Committee's recommendation of the ~~a~~Assessment, or Reassessment rate to be charged to the ~~m~~ Members of the Agency.
- 8.4.45 The Board ~~shall~~ may review, modify if necessary, and approve the ~~Joint Protection Program (JPP) Coverage Agreement, which identifies Agency and Member coverages,~~ the Agency's Bylaws, ~~and manuals~~ policies and Member Standards.
- 8.4.56 The Board shall have the power to conduct all business on behalf of the Agency, which the Agency may conduct under the provisions hereof and pursuant to law.
- 8.4.67 The Board shall determine and select ~~all necessary~~ Insurance, ~~including Excess Insurance,~~ necessary to carry out the Joint Self-Insurance Protection Program ~~of~~ for the Agency.
- 8.4.78 The Board shall have authority to contract for or develop various services for the Agency, including, but not limited to, an ~~a~~Administrative ~~a~~Agent, claims adjusting, loss ~~control~~ prevention, risk management consulting services, independent actuary services, insurance brokerage services, independent claims auditing services, and ~~general~~ legal counsel.
- 8.4.89 The Board shall have such other powers and functions as are provided for in this Agreement, and the Bylaws, ~~or those~~ which are necessary to implement the purposes of this Agreement, including, but not limited to, the power to authorize contracts.

ARTICLE 9 Operating Committee

The Operating Committee shall consist of nine (9) representatives from Members entities participating in the Agency. All members of the Operating Committee shall be ~~appointed~~ non-elected officials ~~not elected officials~~. It is the Board's intent that the Operating eCommittee assists is advisory to the Board and/or the Administrative Agent, with regarding the operations of the Agency, ~~and to keep the Board advised on all aspects of Agency operations including professional standards.~~

ARTICLE 10 Coverage

- 10.1 The type and limits of the Insurance coverage provided for Members by the Agency shall be established by the Board of Directors.
- 10.2 The Board may ~~arrange~~ approve purchase of ~~a group policy~~ additional types or limits of coverage for Members interested in obtaining additional types or limits of coverage at additional cost to those ~~participating of other~~ Members. Such additional cost may include an administrative fee for the Agency's services.
- 10.3 The Board may arrange for the purchase of any other Insurance or services deemed necessary to protect the Agency or funds held by the Agency against catastrophe.

ARTICLE 11 Bond Requirements

The Board may require that the Administrative Agent authorized to disburse funds of the Agency, provide a fidelity bond in the amount as set by the Board, and provide that such bond be paid by the Agency.

ARTICLE 12 Responsibility of the Agency

~~12.4~~ The Agency shall perform the following functions in discharging its responsibilities under this Agreement:

- 12.~~412~~ Provide Insurance coverage as deemed necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage or reinsurance, and other insurance, ~~s~~Such insurance, to be arranged by negotiation or bid, and/or purchase, as necessary;
- 12.~~223~~ Assist each Member's designated risk manager with the implementation of the risk management functions within the Member entity;
- 12.~~334~~ Provide loss prevention, ~~safety, and~~ consulting services to Members as required;
- 12.~~45~~ Provide Claims adjusting and subrogation services for Claims covered by the Agency's ~~Joint Protection Program~~; Coverage Agreement;
- 12.~~556~~ Provide loss analysis by the use of statistical studies, data processing, and record and file-keeping services, to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
- 12.~~667~~ Assist Members, as requested, with review of their contracts to determine sufficiency of indemnity and ~~i~~nsurance provisions;
- 12.~~778~~ Conduct risk management audits to review the participation of each Member in the program. The audit shall be performed by appointed Agency staff or, at the discretion of the ~~a~~Administrative ~~a~~Agency, and/or an independent auditor may be retained by contract to conduct the audits;
- 12.~~889~~ Provide for the defense of any civil action or proceeding brought against any officer, employee, Board member, or other agent of the Agency, in their official or individual capacity or both, on account of an act or omission within the scope of their agency as an agent of the Agency;
- 12.~~9940~~ Abide by the rules and regulations as stated or hereinafter amended of RCW Chapter 48.62 and WAC ~~82-60~~; 200-100; and
- 12.~~40104~~ The Agency shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of the Agreement.

ARTICLE 13 Responsibilities of Members

~~13.1~~ Members shall have the following responsibilities:

- 13.~~412~~ All ~~Agency m~~Members must maintain membership in the Association of Washington Cities.
- 13.~~223~~ Each ~~m~~Member shall appoint an employee of the member entity to be responsible for the risk management function within that member entity and to serve as a liaison between the Member and the Agency ~~as to risk management~~.
- 13.~~334~~ Each Member shall implement a risk management policy which shall include maintain an active safety officer and/or committee, and shall consider all implementing completing loss prevention recommendations, and complying with the Member Standards of the Agency.

~~concerning including but not limited to the development and implementation of a loss control risk management policy to prevent unsafe and, and practice(s).~~

13.45 Each Member shall be responsible for payment of any Member-elected deductible, and/or appropriate deductible associated with the Member Standards.

~~13.4~~ Each Member shall maintain its own set of records, as a loss log, in all categories of loss to insure accuracy of the Agency's loss reporting system.

13.556 Each Member shall promptly pay its aAssessment, Reassessment, and any readjusted amount promptly to the Agency when due. After withdrawal or termination, each Member shall pay promptly to the Agency its share of any additional Reassessment and accrued interest at a rate determined by the Board, when and if required of it by the Board.

13.667 Each Member shall provide the Agency with such other information or assistance as may be necessary for the Agency to carry out the ~~Joint Protection Program under~~ provisions of this Agreement.

13.778 Each Member shall in any and all ways cooperate with and assist the Agency, and any insurer of the Agency, in all matters relating to this Agreement and covered losses, and will comply with all Bylaws, ~~rules, and regulations~~ policies, procedures and Member Standards as adopted or amended by the Board of Directors.

13.889 ~~All members shall cooperate with the Agency and assist with investigations, making settlements, and defense or prosecution of suits; cooperate and assist the Agency in enforcing any right of contribution, indemnity or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, interlocal aAgreement or the Joint Protection Program (JPP); attend hearings and trials and assist in the securing and giving evidence and obtaining the attendance of witnesses; use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss of or damage to the property herein insured.~~
All members shall cooperate with the Agency and assist with any investigations, settlement discussions, defense or prosecution of suits, and cooperate and assist the Aagency in enforcing any right of contribution, indemnity, or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, this Aagreement, or the Coverage Agreement. Members shall also assist the Agency and attend hearings and trials as well as secureing and giveing evidence and obtainig the attendance of witnesses. Further, the members shall undertake appropriate due diligence and concur in exercising all things reasonably practicable to avoid or diminish any loss of or damage to the property insured under this agreement.

ARTICLE 14

New Members

14.1 Additional Members shall be permitted to become Signatories to this Agreement, ~~and to the Joint Protection Program.~~ All potential members to the Agency must be members of the Association of Washington Cities or become members prior to acceptance into the Agency. The ~~Directors~~ Agency shall allow entry into the program of new members approved by the Board of Directors at such time during the year as the Board deems appropriate.

- 14.2 Members entering under this Article may be required to pay their share of expenses as determined by the Board, including those necessary to analyze their loss data and determine their aAssessment.

ARTICLE 15 Defense of Agents

- 15.1 For purposes of this article, "agent" means any person who is or was: a dDirector, an Operating Committee member, a Special Committee member, an officer, or an agent acting on behalf of the Agency or Administrative Agent.
- 15.2 The Agency shall provide for the defense of any agents and paying of any valid judgments and claims brought against any such agent arising from their actions or conduct in their official or individual capacity or both, on account of an act or omission within the scope of their responsibility; provided, however, this section shall not apply to those occurrences covered by an Agency policy of liability insurance or if the claim or judgment results from the intentional misconduct of said agent.

ARTICLE 16 Withdrawal

- 16.1 A Member signing this Agreement may not withdraw as a party to this Agreement and as a Member of the Agency for a one-year period commencing on the date said Member signs the Agreement.
- 16.1.1 After the initial one-year non-cancellable commitment provided pursuant to this Agreement, a Member may withdraw only at the end of the Agency's Fiscal Year, provided the Member has given the Agency a minimum of 12-month written notice of its intent to withdraw from this Agency.
- 16.2 A Member shall be entitled to withdraw from the Agency where the Member presents to the Board of Directors evidence demonstrating a material breach of contract by the Agency as regards its obligations to the Member. The Member shall be allowed to withdraw from the agency within ninety (90) days of any finding by the Board of Directors that a material breach of contract by the Agency has occurred. The withdrawal of any Member under the conditions identified here shall not however free it from any and all requirements made of any withdrawing Member.
- 16.3 No Member withdrawing from the Agency shall be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency. No member shall be entitled to any payment or return of any assessment paid by the member to the Agency or any agency insurer or to any distribution of the Agency's assets.

ARTICLE 17 Termination by Agency

- 17.1 The Agency shall have the right to terminate any Member's participation in the Joint Protection Program Agreement -upon a motion approved by a three quarters (75%) vote of 66% or more of the entire Board of Directors. The Board of Directors may, pPrior to taking action on such a motion, the Board may, but is not required to, request that the Operating Committee review and make recommendations to the Board on any allegation giving rise to the request to terminate, including but not limited to failure to: comply with a written condition, disregard of safety or risk management recommendations or Member sStandards, noncompliance with any provision of this Interlocal Agreement, and/or the Bylaws of the Agency.

17.2 Any Member so ~~cancelled~~ terminated from the Agency, shall be given at least one hundred eighty (180) days notice prior to the effective date of the ~~cancellation~~ termination. Any Member so ~~cancelled~~ terminated shall have a period of up to six (6) months coverage under the terms of this Agreement, or may affect alternate insurance or self-insurance arrangements if it so desires. Upon written receipt of confirmation from the terminating Member that the terminating Member has in force valid insurance or membership in another risk sharing pool, the effective date of the termination may be adjusted by the Agency. Any Member so ~~cancelled~~ terminated shall be treated as if it had voluntarily withdrawn.

~~17.3 Upon termination from this Agreement, a no-Member shall not be terminated from the agency shall be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency. No member shall be entitled to any payment or return of any assessment paid by the member to the Agency or any agency insurer or to any distribution of the Agency's assets.~~

~~17.4 A terminated Member shall be responsible for any Reassessment issued in the future covering dates the terminated entity was a Member of the Agency.~~

ARTICLE 18

Effect of Withdrawal or Termination

18.1 The withdrawal of any Member from this Agreement shall not terminate the same for purposes of continuing to comply with all conditions and requirements of the Agreement, and survives the withdrawal or termination of any Member.

18.2 No Member by withdrawing or terminating from the Agreement shall be entitled to payment or return of any ~~a~~ Assessment, Reassessment, consideration of property paid, or donated by the Member to the Agency, or to any distribution of assets.

18.3 The withdrawal or termination of any Member shall not ~~terminate~~ cease its responsibility to contribute its share or ~~a~~ Assessment, Reassessment, or funds to any fund or Joint Self-Insurance program created by the Agency until all Claims, or other unpaid liabilities, covering the period the Member was Signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article 17, *Termination by Agency*, of this Agreement.

~~18.4 The withdrawn or terminated Member shall be responsible for any applicable deductible that would have been applied related to a claim the same as if the Member was still in good standing with the Agency.~~

~~18.45 Any withdrawing or terminated Member may shall not be permitted to rejoin the Agency, or allowed to submit an application to rejoin the Agency for a period of three (3) years after the effective date of the Member's withdrawal or termination without Board approval.~~

ARTICLE 19

Termination and Distribution

19.1 This Agreement may be terminated at any time by the written consent of three-fourths (75%) of the Members, provided, however, that this Agreement and Agency shall continue to exist for the purpose of paying all debts and liabilities, disposing of all Claims, distributing net assets, and otherwise ~~winding up and~~ liquidating the affairs of the Agency. The Board of Directors is vested with all powers of the Agency during such ~~winding up and~~ liquidation, including the power to require Members, including those ~~which~~ who were ~~are~~ Members at the time the claim arose or at

the time the loss was incurred, to pay their share of any additional amount of Reassessment deemed necessary by the Board for final disposition of all Claims, losses, and liabilities covered by this Agreement. Such additional Reassessment shall be determined and thereafter adjusted, if necessary.

19.2 Upon termination of this Agreement, all assets of the Agreement Agency shall be distributed only among the parties that are Members in good standing of the Joint Protection Program Agency on the date of termination of this Agreement. The assets shall be distributed in accordance with and proportionate to their ~~cash payments~~ Assessment, Reassessment and property contributions made during the term of this Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.

19.3 The Board is vested with all powers of the Agency for the purpose of ~~winding up~~ liquidating and dissolving the business affairs of the Agency. These powers shall include the power to require Members, including those which were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims and losses covered by this Agreement. A Member's share of such additional assessment shall be determined on the same basis as that provided for annual assessments, and shall be treated as if it were the next year's annual assessment for that Member.

ARTICLE 20

Bylaws and Manual Policy, Procedures and Member Standards

The Board ~~has developed~~ may adopt Agency Bylaws, ~~and a policy~~ ies, ~~and~~ procedures, ~~manual and Member Standards or other documents~~ that governs the day-to-day operations of the Agency. Each Member shall have access in electronic or written format. ~~electronically or in written format~~ ~~Each Member shall receive a copy of any Bylaws, policy statement, or manual developed under this Article.~~

ARTICLE 21

Notices

Notices to Members hereunder shall be sufficient if mailed to the last address, or electronic mail, provided to the Agency by the respective Member postal mail will be deemed received three (3) days after mailing.

ARTICLE 22

Amendment

This Agreement may be amended at any time by the written approval of the majority three-quarters (75%) of all Members of the Agency. Amendments to the Agreement shall be adopted by ordinance or resolution of the governing board or council of each Member, signed by an authorized representative of each member, and a certified copy returned to the Agency

ARTICLE 23

Enforcement

The Agency is hereby granted the authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any City Member which signed this Agreement, the substantially prevailing party in such dispute shall be entitled to its costs and reasonable attorney's fees.

ARTICLE 24
Prohibition Against Assignment

No Member may assign any right, claim, or interest it may have under this Agreement, except to a successor entity following reorganization. No creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, assessment, or asset of the Agency. Should any participating Member reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member upon approval by the Board.

ARTICLE 25
Severability

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses applications, or occurrences, and this Agreement is expressly declared to be severable.

ARTICLE 26
Agreement Complete

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 27
Conflicts

In the event of a conflict between this Agreement and the adopted Bylaws, policies, or procedures, or the Member Standards, this Agreement shall take precedence."

Article 28
Supersession

This Agreement supersedes and replaces all prior interlocal Agreements and amendments thereto pertaining to the Agency."

Article 29
Signature in Counterparts

This Agreement may be executed in any number of Counterparts and each of such Counterparts shall for all purposes constitute one Agreement, binding on all Members, notwithstanding that all Members are not Signatories to the same Counterpart. All references herein to this Agreement are deemed to refer to all such Counterparts.

Article 30
Section Headings

The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they identify and introduce."

Article 31
Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington."

Article 32
Time

Time is of the essence in this Agreement and each and every provision hereof.

ARTICLE 332830
Authorization of Signature

Each Member signing this Agreement has passed the required Ordinance or Resolution authorizing and approving this Agreement, a certified copy of which Ordinance or Resolution is attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials thereof.

Association of Washington Cities (AWC)
Risk Management Service Agency (RMSA)

(Member Name)

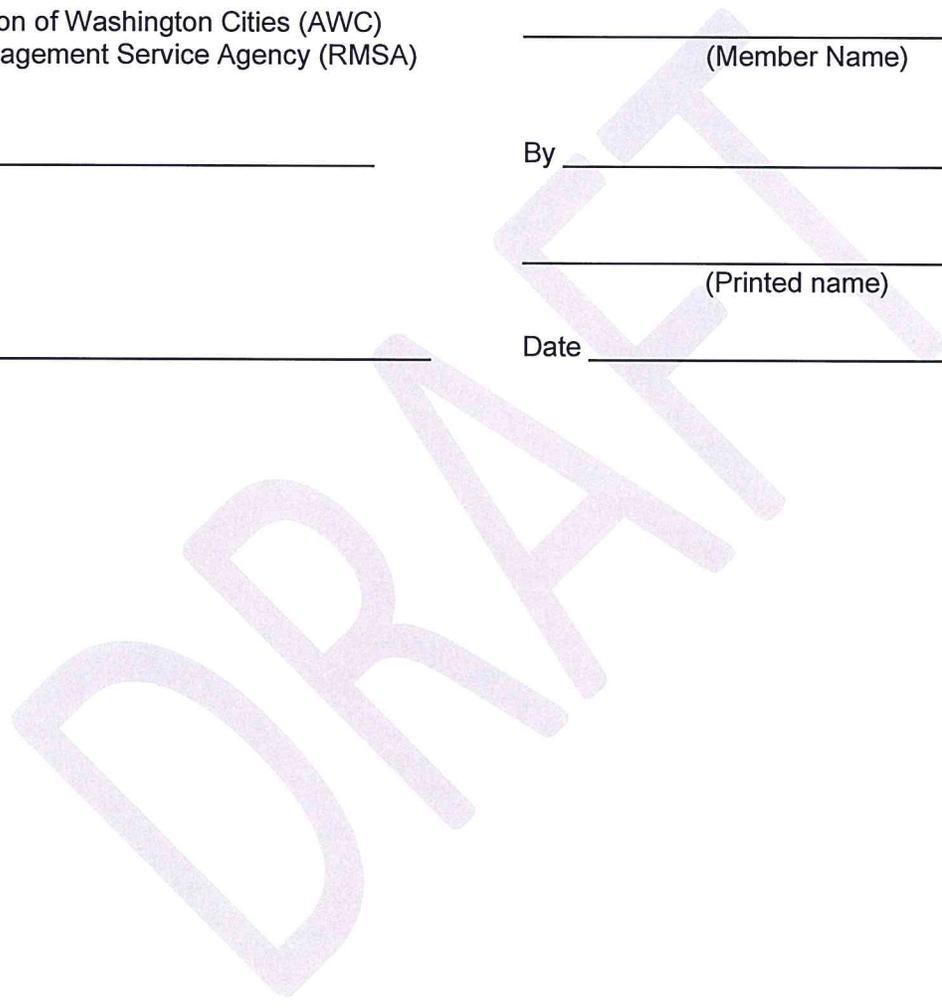
By _____

By _____

_____, Mayor
(Printed name)

Date _____

Date _____



**INTERLOCAL AGREEMENT OF
THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
(AWC-RMSA)**

Effective January 1, 2017



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**INTERLOCAL AGREEMENT:
OF THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY**

PREAMBLE

State law authorizes the formation of pooling organizations to provide insurance, to reduce the amount and frequency of the Members' losses, and to decrease the cost incurred by the Members in the handling and litigation of claims. This Agreement provides for self-insurance pooling and/or the economical purchase of Insurance coverage for Local Governmental Entities. This Agreement is made and entered into in the State of Washington by and among the Members organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "Members", and individually as "Member", which are parties signatory to this Agreement.

RECITALS

WHEREAS, Chapter 48.62 RCW provides that two or more local governmental agencies may, by Interlocal Agreement, provide insurance for any purpose by one or more of certain specified methods;

WHEREAS, the Association of Washington Cities, the sponsoring entity, of the Risk Management Service Agency ("Agency"), would like to maintain the long-standing relationship that has been achieved over the years because of the mutual goals of both entities, which is to support all cities and towns in Washington State;

WHEREAS, the Association of Washington Cities as sponsor of the Agency desires to provide its Members, as well as other Local Governmental Entities, the opportunity to jointly self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages;

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a Joint Self-Insurance program for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, in consideration of all of the mutual benefits, covenants and agreements contained herein the parties hereto agree as follows:

**ARTICLE 1
Definitions**

The following definitions shall apply to the provisions of this Agreement:

- 1.1 **"Administrative Agent,"** shall mean the Association of Washington Cities that provides the contracted administrative services for the Agency.
- 1.2 **"Agency"** shall mean the Association of Washington Cities Risk Management Service Agency (RMSA).
- 1.3 **"Agreement"** shall mean the Interlocal Agreement, however amended, among and between the Agency and the Members.

- 1.4 **“Assessment”** shall mean the monies paid by the Members to the Agency.
- 1.5 **“Association”** shall mean the Association of Washington Cities.
- 1.6 **“Board of Directors”** or **“Board”** shall mean the governing body of the Risk Management Service Agency (RMSA) as duly elected by the members of the Agency.
- 1.7 **“Bylaws”** shall mean the document(s) that provides for the governance and operation of the Agency. “Bylaws” mean the Bylaws adopted by the Board of Directors of the Agency and all duly adopted amendments and revisions thereto, however amended.
- 1.8 **“Claim(s)”** means a demand for payment for damages against the Agency arising out of occurrences within the Coverage Agreement; or policy benefit because of the occurrence of an event that includes, but is not limited to, the destruction or damage of property or reputation, bodily injury or death and alleged civil rights violations.
- 1.9 **“Coverage Agreement”** shall mean the coverage document(s) established by the Board of Directors and intended to address the general claim operations of the Agency.
- 1.10 **“Excess insurance”** shall mean that insurance purchased or other financing arrangements made on behalf of the Agency to protect the funds of the Agency against catastrophes or against an unusual frequency of losses during a single year.
- 1.11 **“Fiscal Year”** shall mean that period of 12 months, from January 1 to December 31, which is established as the fiscal year of the Agency.
- 1.12 **“Insurance”** shall mean and include self-insurance through a funded program and/or commercial insurance contract.
- 1.13 **“Interlocal Agreement”** means an Agreement established under the Interlocal Cooperation Act defined in Chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and therefore, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.
- 1.14 **“Joint Self-Insurance Program”** means two or more Local Government Entities which have entered into a cooperative risk sharing Agreement subject to regulation under Chapter 48.62 RCW.
- 1.15 **“Local Governmental Entity”** shall mean every unit of local government, both general purpose and special purpose, and shall include, but not be limited to, counties, cities, towns, port districts, public utility districts, water districts, sewer districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, and quasi municipal corporations.
- 1.16 **“Member”** – shall mean any eligible entity which participates in the Agency, pays the annual Assessment and is signatory to the Agency’s Interlocal Agreement.
- 1.17 **“Member Standards”** shall mean the required and advisory standards adopted by the Board of Directors in an effort to provide consistent administrative practices for members, with the goal of reducing property and liability losses.
- 1.18 **“Operating Committee”** shall mean the standing advisory committee to the Board.

- 1.19 **“Reassessment”** shall mean additional monies paid by the Members to the Joint Self-Insurance Program if claims shall exceed assets.
- 1.20 **“Risk Sharing”** means a decision by the Members of a Joint Self Insurance program to jointly absorb certain or specific financial exposures to risks of loss through the creation of a formal program of advance funding of actuarially determined anticipated losses; and/or joint purchase of Insurance or reinsurance as a Member of a Joint Self-Insurance program formed under Chapter 48.62 RCW.
- 1.21 **“Signatory”** or **“Signatories”** shall mean those parties who sign this Agreement, including execution by counterpart, thereby becoming a Member of the Agency bound by the terms of this Agreement.
- 1.22 **“Special Committee”** – shall mean committees of the Agency created by the Board of Directors.

ARTICLE 2
Risk Sharing

- 2.1 This Agreement is entered into by the Members to provide for Joint Self-Insurance pooling and/or the economical purchase of Insurance coverage, risk management services, and property and liability claims administration. Furthermore, the purpose of the Agreement is to reduce the amount and frequency of the Members' losses and to decrease the cost incurred by the Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public Agency, the Association of Washington Cities Risk Management Service Agency, to direct and administer a Joint Self-Insurance Program wherein the Members will engage in certain activities, including but not limited to the following:
 - 2.1.1 Risk Sharing
 - 2.1.2 Joint purchase of insurance which may include, but is not limited to Excess and or reinsurance; and
 - 2.1.3 Joint purchase of administrative and other services including:
 - 2.1.3.1 Claims adjusting;
 - 2.1.3.2 Data processing;
 - 2.1.3.3 Risk management consulting;
 - 2.1.3.4 Loss prevention;
 - 2.1.3.5 Legal; and
 - 2.1.3.6 Miscellaneous related services.
- 2.2 It is also the purpose of the Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Local Government Entities organized and existing under the Constitution or laws of the State of Washington as may desire to become parties to this Agreement and Members of the Agency, subject to approval by the Board of Directors.

- 2.3 This Agreement may but is not required to provide, to the extent permitted by law, that the Agency may, at the discretion of its directors, contract with non-member Local Government Entities in the State of Washington.

**Article 3
Agency Offices**

- 3.1 **Principal Executive Office**
The principal executive office for the transaction of business of the Agency shall be located at 1076 Franklin St. SE, Olympia, WA 98501. The Administrative Agent in cooperation with the Board of Directors of the Agency shall have the authority to change the location of the principal executive office from time to time.
- 3.2 **Other Offices**
Other business offices may be at any time be established by the Administrative Agent in cooperation with the Board of Directors of the Agency at any place or places where the Agency is qualified to do business.

**ARTICLE 4
Parties to Agreement**

Each party to this Agreement certifies that it intends to and does contract with all other parties who are Signatories of this Agreement and, in addition, with such other parties as may later be added to and Signatories of this Agreement pursuant to Article 14. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 16 and 17, shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

**ARTICLE 5
Term of Agreement**

This Agreement shall become effective on January 1, 2017, and shall be of unlimited duration, but not less than one year, and will continue unless terminated as hereinafter provided in Article 19.

**ARTICLE 6
Financial Obligations of Agency**

Pursuant to Chapter 48.62 RCW, of the State of Washington, the debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any Member to this Agreement.

**ARTICLE 7
Powers of the Agency**

- 7.1 Agency shall have the powers provided for by law and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:
- 7.1.1 Contract or otherwise provide for risk management, claims administration and loss prevention services;
 - 7.1.2 Contract or otherwise provide legal counsel for the defense of Claims and/or other legal services;
 - 7.1.3 Consult with the Washington State Risk Manager and State Auditor;
 - 7.1.4 Jointly purchase Insurance coverage in such form and amount as the organization's participants may by contract agree;
 - 7.1.5 Incur debts, liabilities, or obligations;

- 7.1.6 Acquire, receive, hold, or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;
 - 7.1.7 Sue and be sued in its own name;
 - 7.1.8 Hire employees and agents; and
 - 7.1.9 Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.
- 7.2 Said powers shall be exercised to the terms hereof and in the manner provided by law.

ARTICLE 8

The Board of Directors and their Powers and Responsibilities

- 8.1 The Agency, its funds and service programs shall be administered by a Board of Directors.
- 8.2 Number of directors
There shall be seven (7) directors of the Agency, who shall be elected officials representing members of the Agency.
- 8.3 Acceptance of Appointment by directors
Each director shall sign a document accepting their appointment as director and agreeing to abide by the terms and provisions of this Agreement and the Bylaws.
- 8.4 Powers and Responsibilities of the Board of Directors
The Board of Directors of the Agency shall have the following powers and functions:
 - 8.4.1 The Board shall have the power to review, amend, modify, adopt, override, or reject the Operating Committee's recommendations.
 - 8.4.2 The Board shall review, modify if necessary, and approve the annual operating budget of the Agency.
 - 8.4.3 The Board shall receive and review periodic accountings of all funds of the Agency.
 - 8.4.4 Annually the Board shall review, amend, adopt, or reject the Operating Committee's recommendation of the Assessment, or Reassessment rate to be charged to the Members of the Agency.
 - 8.4.5 The Board may review, modify if necessary, and approve the Coverage Agreement, the Agency's Bylaws, policies and Member Standards.
 - 8.4.6 The Board shall have the power to conduct all business on behalf of the Agency, which the Agency may conduct under the provisions hereof and pursuant to law.
 - 8.4.7 The Board shall determine and select Insurance, necessary to carry out the Joint Self-Insurance Program for the Agency.
 - 8.4.8 The Board shall have authority to contract for or develop various services for the Agency, including, but not limited to, an Administrative Agent, claims adjusting, loss prevention, risk management consulting services, independent actuary services, insurance brokerage services, independent claims auditing services, and legal counsel.

- 8.4.9 The Board shall have such other powers and functions as are provided for in this Agreement, and the Bylaws, which are necessary to implement the purposes of this Agreement, including, but not limited to, the power to authorize contracts.

ARTICLE 9
Operating Committee

The Operating Committee shall consist of nine (9) representatives from Members. All members of the Operating Committee shall be non-elected officials. It is the Board's intent that the Operating Committee is advisory to the Board and/or the Administrative Agent, regarding the operations of the Agency.

ARTICLE 10
Coverage

- 10.1 The type and limits of the Insurance coverage provided for Members by the Agency shall be established by the Board of Directors.
- 10.2 The Board may approve purchase of additional types or limits of coverage for Members interested in obtaining additional types or limits of coverage at additional cost to those Members. Such additional cost may include an administrative fee for the Agency's services.
- 10.3 The Board may arrange for the purchase of any other Insurance or services deemed necessary to protect the Agency or funds held by the Agency against catastrophe.

ARTICLE 11
Bond Requirements

The Board may require that the Administrative Agent authorized to disburse funds of the Agency, provide a fidelity bond in the amount as set by the Board, and provide that such bond be paid by the Agency.

ARTICLE 12
Responsibility of the Agency

The Agency shall perform the following functions in discharging its responsibilities under this Agreement:

- 12.1 Provide Insurance coverage as deemed necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage or reinsurance, and other insurance. Such insurance, to be arranged by negotiation or bid, and/or purchase, as necessary;
- 12.2 Assist each Member's designated risk manager with the implementation of the risk management functions within the Member entity;
- 12.3 Provide loss prevention consulting services to Members as required;
- 12.4 Provide Claim adjusting and subrogation services for Claims covered by the Agency's Coverage Agreement;
- 12.5 Provide loss analysis by the use of statistical studies, data processing, and record and file-keeping services, to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
- 12.6 Assist Members, as requested, with review of their contracts to determine sufficiency of indemnity and insurance provisions;

- 12.7 Conduct risk management audits to review the participation of each Member in the program. The audit shall be performed by appointed Agency staff or, at the discretion of the Administrative Agent, and/or an independent auditor may be retained by contract to conduct the audits;
- 12.8 Provide for the defense of any civil action or proceeding brought against any officer, employee, Board member, or other agent of the Agency, in their official or individual capacity or both, on account of an act or omission within the scope of their agency as an agent of the Agency;
- 12.9 Abide by the rules and regulations as stated or hereinafter amended of RCW Chapter 48.62 and WAC 200-100; and
- 12.10 The Agency shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of the Agreement.

ARTICLE 13
Responsibilities of Members

Members shall have the following responsibilities:

- 13.1 All Members must maintain membership in the Association of Washington Cities.
- 13.2 Each Member shall appoint an employee of the member entity to be responsible for the risk management function within that member entity and to serve as a liaison between the Member and the Agency.
- 13.3 Each Member shall implement a risk management policy which shall include implementing loss prevention recommendations, and complying with the Member Standards.
- 13.4 Each Member shall be responsible for payment of any Member-elected deductible, and/or appropriate deductible associated with the Member Standards.
- 13.5 Each Member shall promptly pay its Assessment, Reassessment, and any readjusted amount promptly to the Agency when due. After withdrawal or termination, each Member shall pay promptly to the Agency its share of any Reassessment and accrued interest at a rate determined by the Board, when and if required of it by the Board.
- 13.6 Each Member shall provide the Agency with such other information or assistance as may be necessary for the Agency to carry out the provisions of this Agreement.
- 13.7 Each Member shall in any and all ways cooperate with and assist the Agency, and any insurer of the Agency, in all matters relating to this Agreement and covered losses, and will comply with all Bylaws, policies, procedures and Member Standards as adopted or amended by the Board of Directors.
- 13.8 All members shall cooperate with the Agency and assist with any investigations, settlement discussions, defense or prosecution of suits, and cooperate and assist the Agency in enforcing any right of contribution, indemnity, or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, this Agreement, or the Coverage Agreement. Members shall also assist the Agency and attend hearings and trials as well as secure and give evidence and obtain the attendance of witnesses. Further, the members shall undertake appropriate due diligence and concur in exercising all things reasonably practicable to avoid or diminish any loss of or damage to the property insured under this agreement.

ARTICLE 14
New Members

- 14.1 Additional Members shall be permitted to become Signatories to this Agreement. All potential members to the Agency must be members of the Association of Washington Cities or become members prior to acceptance into the Agency. The Agency shall allow entry into the program of new members approved by the Board of Directors at such time during the year as the Board deems appropriate.
- 14.2 Members entering under this Article may be required to pay their share of expenses as determined by the Board, including those necessary to analyze their loss data and determine their Assessment.

ARTICLE 15
Defense of Agents

- 15.1 For purposes of this article, "agent" means any person who is or was: a director, an Operating Committee member, a Special Committee member, an officer, or an agent acting on behalf of the Agency or Administrative Agent.
- 15.2 The Agency shall provide for the defense of any agents and paying of any valid judgments and claims brought against any such agent arising from their actions or conduct in their official or individual capacity or both, on account of an act or omission within the scope of their responsibility; provided, however, this section shall not apply to those occurrences covered by an Agency policy of liability insurance or if the claim or judgment results from the intentional misconduct of said agent.

ARTICLE 16
Withdrawal

- 16.1 A Member signing this Agreement may not withdraw as a party to this Agreement and as a Member of the Agency for a one-year period commencing on the date said Member signs the Agreement.
 - 16.1.1 After the initial one-year non-cancellable commitment provided pursuant to this Agreement, a Member may withdraw only at the end of the Agency's Fiscal Year, provided the Member has given the Agency a minimum of 12-month written notice of its intent to withdraw from this Agency.
- 16.2 A Member shall be entitled to withdraw from the Agency where the Member presents to the Board of Directors evidence demonstrating a material breach of contract by the Agency as regards its obligations to the Member. The Member shall be allowed to withdraw from the agency within ninety (90) days of any finding by the Board of Directors that a material breach of contract by the Agency has occurred. The withdrawal of any Member under the conditions identified here shall not however free it from any and all requirements made of any withdrawing Member.
- 16.3 No Member withdrawing from the agency shall be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 17
Termination by Agency

- 17.1 The Agency shall have the right to terminate any Member's participation in the Agreement upon a motion approved by a vote of 66% or more of the entire Board of Directors. Prior to taking action on such a motion, the Board may, but is not required to, request that the Operating Committee review and make recommendations to the Board on any allegation giving rise to the request to

terminate, including but not limited to failure to: comply with a written condition, disregard of risk management recommendations or Member Standards, noncompliance with any provision of this Agreement, and/or the Bylaws of the Agency.

- 17.2 Any Member so terminated from the Agency, shall be given at least one hundred eighty (180) days notice prior to the effective date of the termination. Any Member so terminated shall have a period of up to six (6) months coverage under the terms of this Agreement, or may affect alternate insurance or self-insurance arrangements if it so desires. Upon written receipt of confirmation from the terminating Member that the terminating Member has in force valid insurance or membership in another risk sharing pool, the effective date of the termination may be adjusted by the Agency. Any Member so terminated shall be treated as if it had voluntarily withdrawn.
- 17.3 Upon termination from this Agreement, a Member shall not be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 18

Effect of Withdrawal or Termination

- 18.1 The withdrawal of any Member from this Agreement shall not terminate the same for purposes of continuing to comply with all conditions and requirements of the Agreement, and survives the withdrawal or termination of any Member.
- 18.2 No Member by withdrawing or terminating from the Agreement shall be entitled to payment or return of any Assessment, Reassessment, consideration of property paid, or donated by the Member to the Agency, or to any distribution of assets.
- 18.3 The withdrawal or termination of any Member shall not cease its responsibility to contribute its share or Assessment, Reassessment, or funds to any fund or Joint Self-Insurance program created by the Agency until all Claims, or other unpaid liabilities, covering the period the Member was Signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article 17, *Termination by Agency*, of this Agreement.
- 18.4 The withdrawn or terminated Member shall be responsible for any applicable deductible that would have been applied related to a claim the same as if the Member was still in good standing with the Agency.
- 18.5 Any withdrawn or terminated Member may not be permitted to rejoin the Agency, or allowed to submit an application to rejoin the Agency for a period of three (3) years after the effective date of the Member's withdrawal or termination without Board approval.

ARTICLE 19

Termination and Distribution

- 19.1 This Agreement may be terminated at any time by the written consent of three-fourths (75%) of the Members, provided, however, that this Agreement and Agency shall continue to exist for the purpose of paying all debts and liabilities, disposing of all Claims, distributing net assets, and otherwise liquidating the affairs of the Agency. The Board of Directors is vested with all powers of the Agency during such liquidation, including the power to require Members, including those who were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of Reassessment deemed necessary by the Board for final disposition

of all Claims, losses, and liabilities covered by this Agreement. Such additional Reassessment shall be determined and thereafter adjusted, if necessary.

19.2 Upon termination of this Agreement, all assets of the Agency shall be distributed only among the parties that are Members in good standing of the Agency on the date of termination of this Agreement. The assets shall be distributed in accordance with and proportionate to their Assessment, Reassessment and property contributions made during the term of this Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.

19.3 The Board is vested with all powers of the Agency for the purpose of liquidating and dissolving the business affairs of the Agency. These powers shall include the power to require Members, including those which were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims and losses covered by this Agreement. A Member's share of such additional assessment shall be determined on the same basis as that provided for annual assessments, and shall be treated as if it were the next year's annual assessment for that Member.

ARTICLE 20

Bylaws, Policy, Procedures and Member Standards

The Board may adopt Agency Bylaws, policies, procedures, and Member Standards or other documents that govern the day-to-day operations of the Agency. Each Member shall have access in electronic or written format.

ARTICLE 21

Notices

Notices to Members hereunder shall be sufficient if mailed to the last address, or electronic mail, provided to the Agency by the respective Member. Postal mail will be deemed received three (3) days after mailing.

ARTICLE 22

Amendment

This Agreement may be amended at any time by the written approval of the majority of all Members of the Agency. Amendments to the Agreement shall be adopted by ordinance or resolution of the governing board or council of each Member, signed by an authorized representative of each member, and a copy returned to the Agency

ARTICLE 23

Enforcement

The Agency is hereby granted the authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any City Member which signed this Agreement, the substantially prevailing party in such dispute shall be entitled to its costs and reasonable attorney's fees.

ARTICLE 24

Prohibition Against Assignment

No Member may assign any right, claim, or interest it may have under this Agreement, except to a successor entity following reorganization. No creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, assessment, or asset of the Agency. Should any participating Member reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member upon approval by the Board.

ARTICLE 25

Severability

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses applications, or occurrences, and this Agreement is expressly declared to be severable.

ARTICLE 26

Agreement Complete

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 27

Conflicts

In the event of a conflict between this Agreement and the adopted Bylaws, policies, procedures, or the Member Standards, this Agreement shall take precedence."

Article 28

Supersession

This Agreement supersedes and replaces all prior Interlocal Agreements and amendments thereto pertaining to the Agency."

Article 29

Signature in Counterparts

This Agreement may be executed in any number of Counterparts and each of such Counterparts shall for all purposes constitute one Agreement, binding on all Members, notwithstanding that all Members are not Signatories to the same Counterpart. All references herein to this Agreement are deemed to refer to all such Counterparts.

Article 30

Section Headings

The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they identify and introduce.

**Article 31
Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**Article 32
Time**

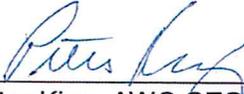
Time is of the essence in this Agreement and each and every provision hereof.

**ARTICLE 33
Authorization of Signature**

Each Member signing this Agreement has passed the required Ordinance or Resolution authorizing and approving this Agreement, a copy of which Ordinance or Resolution is attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials thereof.

Association of Washington Cities (AWC)
Risk Management Service Agency (RMSA)

By 
Peter King, AWC CEO

Date 9/14/16

(Member Name)

By _____

_____, Mayor
(Printed name)

Date _____



**City Of Orting
Council Agenda Summary Sheet**

SUBJECT: AB16-101-Approval of, Vermeer Northwest's bid of \$93,783 for the purchase of a Vactor Trailer.	Agenda Item #:	AB16-101
	For Agenda of:	10/12/16
	Department:	Finance
	Date Submitted:	10/04/16

Orting Staff & Professional Representatives			
Mayor, Joachim Pestinger	X	Cost of Item:	93,783.00
City Administrator, Mark Bethune	X	Amount Budgeted:	99,117.00
City Attorney, Margaret Archer		Unexpended Balance:	
City Clerk, Jane Montgomery City Treasurer, Scott Larson	X	Timeline: <i>enter a timeline if applicable</i>	
Police Chief, Bill Drake		BARS: Multiple	
Public Works, Dean Kaelin Recreation and Parks, Beckie Meek Municipal Court, Kaaren Woods Parametrix, JC Hungerford BHC Consultants, Roger Wagoner	x	Fiscal Note: The equipment is purchased with proceeds from the LOCAL program, a loan offered through the State Treasurers office which was approved in 2015 with Ord. 2015-978.	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Councilmember <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator			

Attachments: Appendix A and Exhibit A
<p>SUMMARY STATEMENT:</p> <p>The Public Works department budgeted for a Vactor trailer in the 2016 budget to meet our needs for excavating safely around areas with buried gas lines, fiber-optics, phone lines, water lines etc. The City also plans to use the vactor trailer to un-plug sewers, clean short stretches of sewer, storm-water lines and catch basins.</p> <p><i>The City contacted several companies to bid on the piece of equipment including Ditchwichee, Pacific Tek, and Enviroclean, and received two bids. One from Vermeer Northwest bid for \$93,783 and one bid from Owen Equipment for \$69,891 (see Exhibit A). The bid from Owen Equipment did not meet our specifications so the City recommends going with Vermeer, which is within the budgeted amount of \$99,117.</i></p> <p>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: <i>The Public Works Committee has reviewed, budgeted, and recommended the purchase prior to the City expending the funds. The Public Works Committee recommends that council approve the purchase of the Vactor Trailer from Vermeer Northwest.</i></p> <p>RECOMMENDED ACTION: MOTION: <i>to approve Vermeer Northwest's bid of \$93,783 for the purchase of a Vactor Trailer.</i></p>

Appendix A

City of Orting Public Works

Selection Process for:

Vermeer VAC-Tron Mini Combo 573 SDT Sewer Jet / Vac trailer

The Public Works Department budgeted for a Vac trailer in the 2016 budget to meet our needs for excavating safely around areas with buried gas lines, fiber-optics, phone lines, water lines etc.. We also plan to use the vac trailer to un-plug sewers, clean short stretches of sewer, stormwater lines and catch basins.

- 2016 Budget for VAC Trailer--**\$99,117**
- Set up bid sheet and Advertised for bids February 25, 2016

Companies Contacted:

1. 'pschmidt@owenequipment.com';
2. 'sales@pacific-tek.com';
3. 'sjergentz@ditchwitchnw.com';
4. 'info@vermeernw.com'; 'info@factron.com';
5. Lou Thaler <lthaler@envirocleanequip.com>

Received Bids From:

- Received 1 bid from Vermeer that met all bid specs --**\$93,783.42**
- Received 1 bid from Owen Equipment that didn't meet all bid specs--\$69,890.94
- Pacific Tek, Ditchwitch and enviroclean Equipment all called and declined to bid on the vac trailer.

After researching pumps, engines and other equipment on the vac trailers, we selected the high bid from Vermeer because they met all the specifications we required. The Vac-tron Mini Combo 573 was specifically built for vacuuming and jetting simultaneously and has the needed power and lift to work together properly.

Owen Equipment also submitted a bid for the vac trailer but didn't meet the bid specifications and was questionable as to whether it would meet our needs.

Owen Equipments' bid included a HURCO 550 Vac trailer that was originally set up for vacuuming only with a small pressure washer to break up the soil. I believe they tried to piece together a unit to meet our needs but couldn't meet all the specifications required.

- Vermeer is located in Tacoma ---Parts and service will be local with Vermeer which will make it much more convenient.

- Owen Equipment is located in Portland.

Vac-Tron Mini Combo 573 SDT Sewer Jetting System

THE MINI COMBO 573 SDT HAS THE FOLLOWING FEATURES:



Mini Combo 573 SDT

- 83HP Yanmar diesel engine
- 1000 CFM vacuum pump capable of 15 inches of mercury (Utilizes a "one piece" steel lobe and shaft design)
- 500-gallon debris tank with hydraulic lift dump
- Hydraulically operated full open rear door
- Hydraulically locked rear door
- 33 feet of 3 inch light weight smooth bore
- rubber suction hose (industrial rated)
- Two, 150-gallon water tanks (with optional 400 gallon capacity)
- 2000 psi @ 15 gpm CAT water pump with 300-ft. 1/2" jetter hose
- Empty weight of unit 7635lbs

Mini-Combo Series Applications:

- | | |
|--------------------------------------|-------------------------------------|
| • Animal Waste Cleanup | • Slurry Removal |
| • Pond Cleanup | • Stall Cleaning |
| • Pot Holing | • Storm Drain Cleaning |
| • Retention Pond Cleaning | • Toxic and Non-Toxic Spill Cleanup |
| • Sewer Jetting | • Water Valve Cleaning |
| • Silo Cleaning | • Wet / Dry Material Removal |
| • Car Wash Pit Cleaning | • Oil Spill Cleanup |
| • Catch Basin Cleaning | • Foundation Stabilization |
| • Cemetery Headstone Resetting | • Grain Elevator Cleanup |
| • Dairy Farm Cleanup | • Hurricane Cleanup |
| • Daylighting | • Hydro Excavation |
| • Fertilizer Plant Cleanup | • Industrial Vacuum Applications |
| • Lift Station Cleaning | • Micro-Tunneling |
| • Locating Underground Utility Lines | • Mud Removal |
| • Manhole Cleanup and Maintenance | |

