

COUNCILMEMBERS

Position No.

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



Mayor Joachim Pestinger

ORTING CITY COUNCIL Regular Business Meeting Agenda

Orting Multi-Purpose Center
202 Washington Ave. S, Orting, WA
December 13, 2017
7 pm.

1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL.

2. REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

3. HEARING

A. AB17-102- Comprehensive Plan Update- First Reading of Ordinance No. 2017-1019, An Ordinance Of The City Of Orting, Washington, Relating To Land Use And Zoning; Adopting Amendments To The Comprehensive Plan; Providing For Severability; And Establishing An Effective Date.

- **Roger Wagoner**

4. OATHS OF OFFICE- Administered by Mayor Joachim Pestinger

Joshua Penner, Mayor.

Tod Gunther, Councilmember, Position 1

John Kelly, Councilmember- Position 2

Michelle Gehring, Councilmember- Position 3

Scott Drennen, Councilmember- Position 7

5. RECOGNITION- Mayor Joachim Pestinger & Deputy Mayor Barbara Ford

- **Break For Reception**

6. PUBLIC COMMENTS-*Following comment or question, In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee.*

7. PROCLAMATION- Wreaths Across America

8. CONSENT AGENDA

- Minutes of November 27, 2017
- Minutes of November 29, 2017
- Payroll and Claims Warrants

Motion: *To approve Consent Agenda as prepared.*

9. COMMITTEE AND COUNCIL STANDING REPORTS

- Public Works- **CM Penner/CM Harman**
- Public Safety- **CM Harman/ DM Ford**
- Community and Government Affairs- **CM Drennen/CM McDonald**
- Finance- **CM Gehring/CM Penner**

- Emergency Evacuation Bridge System- **CM Drennen**
- Mayor's Report – **Mayor Pestinger**
- Miscellaneous Activity/Community Reports.

10. OLD BUSINESS

A. AB17-103- 2018 Budget- Adoption of Ordinance No 2017-1016, An Ordinance Of The City Of Orting, Washington Relating To The Annual Budget For Fiscal Year 2018; Adopting The City Of Orting 2018 Budget; Adopting The Job Classification And Pay Range For Employees.

- **Scott Larson**

Motion: *To adopt ordinance no. 2017-1016, the City of Orting 2018 budget; and the job classification and pay range for employees.*

B. AB17-104 – Lease Agreement – Public Safety Building

- **Mark Bethune**

Motion: *To authorize the Mayor to execute a Lease Agreement for City's use of Public Safety Building.*

C. EXECUTIVE SESSION-To consider the selection of a site or the acquisition of real estate by lease or purchase, RCW. 42.30.110 (b)

D. AB17-105- Real Property Purchase.

Motion: *To authorize the Mayor to execute a Purchase and Sale Agreement for purchase of real property for amount certain.*

11. NEW BUSINESS

A. AB17-106- Ordinance No. 2017-1020, Amending the 2017 Fiscal Budget.

- **Scott Larson**

Motion: *To Adopt Ordinance No. 2017-1020, amending the 2017 fiscal Budget and authorizing certain expenditures.*

B. AB17-107- Resolution No. 2017-26, Issuing Formal Determination Pursuant to RCW 42.56.120 and Adopting Policy No. 2017-03, Pertaining to Public Records

- **CM Drennen/CM McDonald**

Motion: *To adopt Resolution No. 2017-26, Issuing a Formal Determination Pursuant To RCW 42.56.120, and Adopting Policy No. 2017-03, Pertaining to Public Records and Setting a Fee Schedule for Production of Public Records.*

C. AB17-108 - Resolution No. 2017-27, Adopting Policy No. 2017-04, Establishing Code of Ethics for City Council.

- **CM Drennen/CM McDonald**

Motion: *To adopt Resolution No. 2017-27, Adopting Policy No. 2017-04, establishing a Code of Ethics for City Council.*

D. AB17-109 - Resolution No. 2017-28, Adoption of Code of Conduct for City Council.

- **CM Drennen/CM McDonald**

Motion: *To adopt Resolution No. 2017-28, Adopting Code of Conduct for City Council.*

E. AB17-110 - Resolution No. 2017-29, Adoption of Policy No. 2017-06, Pertaining to Use of Social Media by Elected Officials

- **CM Drennen/CM McDonald**

Motion: *To adopt Resolution No. 2017-29, Adopting Policy No. 2017-06, pertaining to Use of Social Media by Elected Officials.*

F. AB17-111-Traffic Calming Policy 2017-07.

CM McDonald/ CM Gunther

Motion: *To adopt Policy No. 2017-07, pertaining to Traffic Calming.*

G. AB17-112- Eldredge Avenue- Stop Signs, Stripping of Crossbars, and ADA ramp improvements.

- **CM McDonald/CM Gunther**

Motion: *To authorize the expenditure of \$2,204.14 to install stop signs and make sidewalk improvements to the intersection of Eldredge Avenue SW and Train St. SW.*

12. EXECUTIVE SESSION

To discuss potential litigation with legal counsel, RCW 42.30.110 (i).

13. ADJOURNMENT

Motion: *Move to Adjourn.*

Upcoming Meeting: **Next Regular Meeting, January 10th, 2018, 7:00pm (MPC)**



**City Of Orting
Council Agenda Summary Sheet**

AB17-102 SUBJECT: 2017 Comprehensive Plan Amendments	Agenda Item #:	AB17-102
	For Agenda of:	12/13/17
	Department:	Administration
	Date Submitted:	12/06/2017

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

Attachments: Ordinance 2017-1019, Planning Commission Recommendation, Amendments
SUMMARY STATEMENT: <p>The 2017 amendments were initiated by the need to update the Transportation Element adding a Non-Motorized Transportation Plan to achieve full certification from the Puget Sound Regional Council. Other amendments involved updating population data, minor mapping changes, and an update of the Capital Facilities forecast of planned investments.</p>
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:
RECOMMENDED ACTION: <p>First Reading of Ordinance No 2017-1019, adopting amendments to the Comprehensive plan.</p>

CITY OF ORTING WASHINGTON

ORDINANCE NO. 2017-1019

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO LAND USE AND ZONING;
ADOPTING AMENDMENTS TO THE COMPREHENSIVE
PLAN; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, as required by the Growth Management Act (Chapter 36.70A RCW), the City adopted a comprehensive plan for the community on November 29, 2004, (the “Comprehensive Plan”), which is updated frequently; and

WHEREAS, in accordance with RCW 36.70A.130, an adopted Comprehensive Plan shall be subject to continuing evaluation and review, and amendments to the Comprehensive Plan shall be considered no more frequently than once every year; and

WHEREAS, the City Council on July 8, 2015, adopted Ordinance No.2015-967 including amendments to the Comprehensive Plan and development regulations pursuant to state of Washington periodic review requirements; and

WHEREAS, on September 24, 2015, the Puget Sound Regional Council (the “PSRC”) notified the City that the Comprehensive Plan would be conditionally certified until the City adopted additional amendments to the Transportation Element including provisions for pedestrian and bicycle uses; and

WHEREAS, on June 28, 2017, the City Council passed Resolution No. 2017-07, which committed the City to address the PSRC requirements in 2017 to achieve full certification of the Comprehensive Plan; and

WHEREAS, in February 2017, the City initiated a review of the Comprehensive Plan to address plan elements that require updating, and requested amendment proposals from citizens; and

WHEREAS, as part of that process, the City prepared a detailed Non-Motorized Transportation Plan that addresses the Puget Sound Regional Council comments, and which is a component of the proposed amended Comprehensive Plan; and

WHEREAS, in accordance with WAC 365-196-630, a notice of intent to adopt the proposed Comprehensive Plan amendments was sent to the State of Washington Department of

Commerce and to other state agencies with acknowledgement by the Department on October 5, 2017, to allow for a 60-day review and comment period; and

WHEREAS, an environmental review of the proposed Comprehensive Plan amendments has been conducted in accordance with the requirements of the State Environmental Policy Act (“SEPA”), and a SEPA threshold determination of non-significance was issued on October 25, 2017; and

WHEREAS, the City has undertaken a public involvement process and provided for early and continuous public participation opportunities including multiple Planning Commission workshops from February 2017 to October 2017, and a public hearing on November 6, 2017 before the Planning Commission; and

WHEREAS, the full text of the amendments was provided to the Planning Commission, posted on the City website, and described at the aforementioned public workshops; and

WHEREAS, on November 6, 2017 the Planning Commission, after considering the public comments received and other information presented at the aforementioned public hearings and public meetings, voted to recommend the adoption of the proposed amendments to the Comprehensive Plan summarized in Exhibit A to this Ordinance to the City Council; and

WHEREAS, on December 13, 2017, the City Council held a second public hearing to take public testimony regarding the proposed amendments to the Comprehensive Plan; and

WHEREAS, having considered, among other things, the public testimony, the minutes of the Planning Commission meetings, the preliminary and final staff reports, and the Planning Commission recommendations, the City Council finds that the proposed amendments to the Comprehensive Plan are consistent with and would serve to further implement the planning goals of the adopted Comprehensive Plan and the Growth Management Act, bear a substantial relation to the public health, safety or welfare, and promote the best long term interests of the Orting community;

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

Section 1. Incorporation of Recitals. The above stated recitals are incorporated as though fully set forth herein.

Section 2. Adoption of Amendments to Comprehensive Plan. The City Council adopts the proposed 2017 amendments to the Comprehensive Plan, summarized in “Exhibit A”, which is incorporated by reference herein.

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. 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.

FIRST READING BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 13TH DAY OF DECEMBER, 2017.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____.

CITY OF ORTING

Joe Pestinger, Mayor

ATTEST/AUTHENTICATED:

Approved as to form:

Charlotte A. Archer, City Attorney

Filed with the City Clerk: 12.05.17

Passed by the City Council:

Ordinance No.2017-1019

Date of Publication:

Effective Date:

Exhibit A
2017 Comprehensive Plan Amendments

Comprehensive Plan Chapter	Summary of Proposed Amendments
Land Use Element	Alignment of Policy LU 3.2 to reflect Pierce County Urban Growth Area policies and procedures; Change of Policy LU 3.3 to “encourage” infill development; Elimination of Policy LU 5.3 to eliminate the Residential Suburban (RS) Zone, which was changed to Residential Conservation (RC) in 2015; Added “day cares” as an allowed use in the Mixed Use – Town Center Zone in Policy LU 7.2; Changed Goal LU 6 and LU 8 to add “higher density residential” opportunities to the mixed use zones;
Transportation Element	Added reference to the new Nonmotorized Transportation Plan that is incorporated into the Appendix; Changed Policy T 4 to “encourage” connectivity “where feasible”; Changed Policy T 15 to “Implement a program to improve pedestrian and bicycle use of existing streets; Clarification of transportation Level of Service Standards; Changed Policy T 38 to add “school bus routes” and delete “multifamily housing and commercial areas” as priorities; Changed Policy T 43 “Work to implement related non-motorized transportation recommendations in the Orting Parks, Trails and Open Space Plan and the Shoreline Master Program; Changed Policy T 47 to “Engage in joint planning for regional trail improvements with Pierce County, WSDOT, and adjacent communities;
Capital Facilities Element	Added reference to addition of School and Library plan updates in the Appendix; Changed Policy CF 1.2 (d) to “Reducing the potential for drastic rate increases through effective fiscal management that reflect the LOS and CIPs; Changed Policy CF 2.2 to add the provision for “emergency warrants” funding when required for funding; Changed Policy CF 3.9 to include water quality maintenance of the Puyallup River; Changed Policy CF 6.4 to “Improve” the network of parks, open space and trails for pedestrians, bicycles and equestrians. ., and (b) maintaining and improving the accessibility, usability, and safety of Orting’s sidewalks, parks, and trails;

Land Use Appendix

Updated population, land use and land capacity information and forecasts;
Increased information on natural hazards mitigation and mapping;
Added more specific description of the adopted Center of Local Importance;

Housing Appendix

Updated current housing characteristics, forecasts, growth rates, and an assessment of affordable housing conditions

Transportation Appendix

Added reference to the new Non-Motorized Transportation Plan and included portions of the analysis, conclusions, and recommendations for improvements including cost estimates and identification of funding sources ;

Updated conclusions of recent WSDOT study of SR162;

Updated Collision Records information;

Updated reference to the 6-year Transportation Improvement Plan and the 2030 Improvement Program project list;

Minor updating to the Appendix to reflect the recent improvements and anticipated future projects.

Capital Facilities Appendix

Updates to current inventories, functional plan consistency for water, sanitary sewer, and storm water;

Updated the facility plans for Schools & Libraries; ,

Updated Police & Fire information;

Updated the 20-Year Capital Facility Needs project listing with reference to the sale of the Public Safety Building to the Fire District, subsequent relocation of the Police Department, development of a new Public Works Building, and potential renovation of City Hall and Multi-purpose Center



Date: November 6, 2017

Planning Commission Public Hearing

2018 COMPREHENSIVE PLAN

Testimony Record

7:23pm – 7:24pm

Testimony given by:

None.

Testimony Summary:

- Support
- Conditional Support
- Against

Comments:

City of Orting
PLANNING COMMISSION MINUTES
November 6, 2017

Chair Jennifer Sargent called the meeting to order with the flag salute at 7:00 pm at the Multi-Purpose Center.

Roll call found Commissioners Kelly Cochran, Karen Wilson, Tyler Daniels, Greg Hogan and Dennis Paschke in attendance.

Secretary Buttz announced the resignation of Commission Luke Smith, who has moved away from Orting. Commissioner Paschke moved to accept Commissioner Smith resignation with regret. Commissioner Wilson seconded the motion and it carried.

ATTENDANCE:

City	City Administrator Mark Bethune, Secretary Margaret O'Harra Buttz
Professional Representatives	City Planner Roger Wagoner
Guests	None.

AGENDA APPROVAL:

Agenda Approval	Commissioner Daniels moved to approve the agenda with the addition of ADR steel materials review. Commissioner Hogan seconded the motion and it carried.
-----------------	--

AUDIENCE PARTICIPATION:

None.

MINUTES:

Minutes of October 2, 2017	Commissioner Daniels moved to approve the agenda as corrected: <ul style="list-style-type: none">• Old Business: Comprehensive Plan – First paragraph add "z" to Secretary Butt. Commissioner Cochran seconded the motion and it carried.
----------------------------	---

ARCHITECTURAL DESIGN REVIEW:

ADR Design Review: Steel Material Samples	City Administrator Bethune shared samples of the steel material that may meet the city's ADR design code. After review and discussion it was determined that the samples do not give the same look that the pictures did and that more research was needed.
---	---

NEW BUSINESS:

None.

OLD BUSINESS:

Comprehensive Plan:
Open House
Update Review
Public Hearing

City Planner Wagoner thanked the commissioners for attending the Open House and expressed disappointment in the lack of public attendance.

The City Planner reviewed with the commissioners the current updated plan. Discussion ensued regarding the Land Use Policy LU 5.2, dealing with the large lots within "old town" that could be divided into two or more lots.

The Public Hearing was opened at 7:23pm and was closed at 7:34pm with no public testimony offered.

Commissioner Cochran moved to recommend to council approval of the 2018 Comprehensive Plan without using the updated Land Use Policy LU 5.2 language but the current plan approved language.

Commissioner Daniels seconded the motion and it carried (6/1).

GOOD OF THE ORDER:

Council October Meeting
Report:

Commissioner Wilson gave a brief report.

Representation at
Council Meeting:
November 8, 2017

Commissioner Hogan and Wilson will attend.

Agenda Setting:
Monday, December 4,
2017

- OMC: ADR Signage
- ADR: Steel Building Materials
- Commission Rules
- Land Use Policy LU 5.2 review/update

ADJOURNMENT:

Meeting Adjournment

Commissioner Daniels moved to adjourn at 8:45pm. Commissioner Wilson seconded the motion and it carried.

ATTEST:

Jennifer Sargent, Commission Chair

Margaret O'Harra Buttz, Secretary

**Proclamation
City of Orting, Washington**

WHEREAS, Wreaths Across America, a non-profit organization, began in 2006 as an extension of the Arlington National Cemetery Wreath Project, which was started in 1992 when wreaths donated by the Worcester Wreath Company were placed on the headstones of our Nation's fallen heroes during the holidays; and

WHEREAS, the Mary Ball Chapter of The Daughters of the American Revolution of the National Society of the Daughters of the American Revolution are partnering with Wreaths Across America with a mission to REMEMBER the fallen, HONOR those who serve and TEACH our children the value of freedom; and

WHEREAS, family members, friends and volunteers will help adorn the gravesites at the Camp Lewis Cemetery at Joint Base Lewis-McChord and at the Veterans Cemetery in the City of Orting, in a stirring tribute to the courage and sacrifice of those who have guarded and preserved our nation's freedom throughout history.

NOW, THEREFORE, I, Joachim Pestinger, Mayor of Orting, Washington, do hereby proclaim December 16, 2017, as

WREATHS ACROSS AMERICA DAY, in Orting, Washington.

Given Under My Hand and the Great Seal of the Office of the Mayor in the City of Orting, Washington on the 13th day of December, 2017.

Joachim Pestinger, Mayor, City of Orting

Councilmembers

Position No.

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



Orting City Council
Special Meeting Minutes
 Orting Public Safety Building
 401 Washington Ave. SE, Orting,
 WA
 November 27th, 2017
 6:00pm.

Mayor Joachim Pestinger, Presiding

1. CALL MEETING TO ORDER AND ROLL CALL.

Mayor Pestinger called the meeting to order at 6:00pm., in the Public Safety Building. Councilmember Harman led the pledge of allegiance.

Councilmembers Present: Councilmembers, Tod Gunther, Michelle Gehring, Josh Penner, Scott Drennen, Dave Harman, Nicola McDonald, and Deputy Mayor Barbara Ford.

Staff Present: Mark Bethune, City Administrator, Jane Montgomery, City Clerk, Scott Larson, Treasurer.

2. PRESENTATION- Helix- Facility's

Representatives Bruce McKean and Diane Barringer of Helix were present. Helix was hired by the City through the RFP process to provide a report in order to better understand the opportunities and constraints along with the associated costs of renovating the Orting City Hall and the needs for a new facility to house the Police Department and City Courts, which will be relocated from the current Public Safety Building at 401 Washington Avenue SW. The principal purpose of this portion of the report was to assess the existing building's conditions, provide recommendations and associated costs for recommended improvements to the building's accessibility, life safety, structural stability and mechanical and electrical systems. The report was prepared in two parts the first covering the current needs of the City Hall and the second half covering the programming needs for the Police and Courts. A cost estimate was prepared based on their recommendations was as follows:

Minimal building improvements	\$ 303,400
Revisions to office layout without a full renovation	\$ 643,125
Full Renovation of Existing building:	\$2,040,650
New City Hall of comparable size:	\$2,243.750

Two properties were evaluated for this report, one adjacent to the City Hall on the adjoining lots to the east (Varner Lots) and the second property located to the northwest of the Public Safety building (McMahon Property) on the corner of Bridge Street and Washington Avenue (102 Bridge Street SW). Based on their program review a new Police and Courts facility would need to be approximately 7,600 sf. in size. For evaluation purposes they selected two optional concepts listed below.

Anticipated Budget for each of the following concepts:

Varnier Lots:

Police and Courts Facility, with Existing City Hall	\$ 2,496,575
Estimate total cost including both hard and soft cost:	\$ 3,534,266

McMahon Property:

2A New Police and Courts Facility on new site	\$ 2,292,050
Estimate total cost including both hard and soft cost:	\$ 3,342,806

Note: If the facility needs to meet the requirements of a Critical Facility, an additional cost premium would need to be added to the budget in the amount of \$515,759 to cover the added scope and requirements.

Discussion followed as to timelines and Administrator Bethune advised that if an offer is made in the next couple of weeks the City Council will be asked at their next meeting on December 13th to make a decision. Once a decision is made it will likely be 60 days to close on a property. Design can begin once the purchase is finalized.

3. DISCUSSION – 2018 Preliminary Budget

Scott Larson began the discussion on the budget and provided Council a document which addressed comments and questions that were raised at the last budget meeting. Councilmember Penner passed out a document that he and Councilmember Drennen prepared. The Document outlined specific line item reductions that they proposed. Summary is as follows from their proposals:

Current Budget Balance (Deficit) According to Treasurer: -\$339,500
Proposed Reduction in Expenses: \$393,129
Proposed Increase in Revenue: \$20,000
Proposed Budget New Balance: \$73,629

- Budget does not reduce any levels of service currently provided and maintains several proposed increases in the level of service from previous draft budgets. Still a net positive budget in terms of level of service to citizens.
- Possible Uses of \$74k in unexpended revenue to general fund
- Adding *New Accountant back into cost to general fund
- Normalizing staff wages with peers
- Paying for cemetery sprinkler system entirely with general fund budget
- Adding *New police vehicle and/or ATV back into cost to general fund
- Other ideas including not adopting some of the proposals in this plan
- Keep it in reserve - we're going to need to account for an additional ~\$70k in general fund revenue to finance the general fund portion of new city hall & PSB.

City Council went through each proposed item and came to consensus on which items that they agreed could be reduced. The proposals will be incorporated and put in the budget document which will be presented at the meeting on the 29th.

The property tax levy was also discussed. The proposals are to maintain \$1.60 per thousand or go with \$1.90 per thousand. The City Treasurer will provide Council a chart of the increases and how they affect homeowners and how they affect revenues at the next Council meeting.

4. EXECUTIVE SESSION

There was no executive session.

5. ADJOURN

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

Mayor Pestinger adjourned the meeting at 9:09 pm.

ATTEST:

Jane Montgomery, City Clerk, CMC

Joachim Pestinger, Mayor

COUNCILMEMBERS

Position No.

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



**Mayor Joachim
Pestinger**

ORTING CITY COUNCIL

Regular Business Meeting Minutes
Orting Multi-Purpose Center
202 Washington Ave. S,
Orting, WA
November 29, 2017
7p.m.

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

Mayor Pestinger called the meeting to order at 7:00pm. in the Multipurpose Center. Deputy Mayor Ford led the Pledge of Allegiance.

Councilmembers Present: Councilmembers, Tod Gunther, Michelle Gehring, Josh Penner, Scott Drennen, Nicola McDonald and Dave Harman, and Deputy Mayor Barbara Ford.

Staff Present: Mark Bethune, City Administrator, Jane Montgomery, City Clerk, Scott Larson, Treasurer, JC Hungerford, Engineer, Charlotte Archer, City Attorney.

2. REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

Chief Drake informed the City Council of a woman who was missing from the Washington Soldiers Home. He asked the Council's and the public's support to find her.

3. PRESENTATION- Georgia Lomax, Executive Director, Pierce County Library.

Georgia Lomax gave a Power Point presentation of the strategic framework of the Pierce County Library System. This information was gleaned from information they gathered from communities during the past year. A fact sheet was handed out.

Topics were:

- Learning- They support growth and curiosity;
- Community- They support and strengthen communities;
- Core Services:

Materials, Staff, Spaces, Business Processes, Technology, Partnerships, Classes & Events:

- Next Steps: Continuing conversation about sparking success; how they can continue to work best with community partners; Funding needs; needed space.

4. HEARINGS

A. AB17-92- 2018 Budget Hearing- Second Reading of Ordinance No 2017-1016, An Ordinance Of The City Of Orting, Washington Relating To The Annual Budget For Fiscal Year 2018; Adopting The City Of Orting 2018 Budget; Adopting The Job Classification And Pay Range For Employees.

Mayor Pestinger opened the public hearing at 7:30pm.

Treasurer Larson briefed on the proposed budget ordinance. The draft budget included the requests discussed at the November 15, 2017, and November 27, 2017 special council budget retreats. The Mayor asked for public comments. There were no public comments made. Council asked that the vote on the ordinance be moved to old business so that Council had the opportunity to hear and vote on other items on

the agenda prior to the vote on the budget. Mayor Pestinger closed the hearing at 7:32pm.

B. AB17-93- Closed Record Hearing-Final Plat Approval Majestic View Estates.

Mayor Pestinger opened the hearing at 7:32pm and explained that this was a closed record hearing which did not include public comments. The Planning Commission recommended passage to Council for Final PUD approval. JC Hungerford then briefed the following: The applicant requested approval of the final development plan for phase 1, division II, of Majestic View Estates, pursuant to OMC 13-6-3 I.2 and 13-6-3 N. Phase 1 consists of 25 single-family units, private streets named Oak Street SW, Cherry Lane SW, Maple Lane SW, Madrone Lane SW, and several storm water drainage easements. City Staff recommended approval with the following conditions:

1. The developer shall comply with all conditions of approval for PD0 1-98 for all remaining-work within the development.
2. The following items shall be completed prior to execution of the Bill of Sale:
 - City approves as-built documents.
 - Payments of all applicable fees and charges.
 - Developer shall post 2-year warranty bond for all future owned and maintained City Utilities.

Mayor Pestinger closed the hearing at 7:35pm

Deputy Mayor Ford made a motion to approve the Planning Commission recommendation for Final PUD of Majestic View Estates Division II Phase I. Second by Councilmember Gehring. Motion passed (7-0)

C. AB17-94- Resolution No. 2017-18, a Resolution of the City Of Orting, Washington, Relating To General Facility Charges and Setting Charges for 2018.

Treasurer Larson briefed that by this resolution, the City Council will be setting the GFC charges for 2018. The rate increase over the 2017 rate proposed is 1.4% and was calculated using the June 2016 to June 2017 Seattle Construction Cost Index as published by Engineering News-Record. Councilmember Harman stated he would recuse himself from the vote due to the upcoming sale of his property which would involve GFC's.

Councilmember Penner made a motion to Adopt Resolution No. 2017-18, Relating to General Facilities Charges and Setting Charges for 2018. Second by Councilmember Gehring. Motion passed (6-0)

5. AB17-95- Council Confirmation of Mayor's Appointment to the Planning Commission.

Mayor Pestinger briefed on his choice of Scott Bowman as Planning Commissioner. Mr. Bowman was present and gave a summary of his qualifications and interest in serving as Commissioner.

Councilmember Drennen made a motion to confirm the Appointment by the Mayor of Scott Bowman to the Planning Commission. Second by Deputy Mayor Ford. Motion passed (7-0)

Councilmember Drennen briefed that all of the grant requests had been presented to the Community and Government Affairs Committee (CGA), following the process outlined in the City's Grant policy. All grants come with the recommendation of the CGA.

6. AB17-96-Grant Requests.

1. Tacoma Recovery Café

The request was for \$7,500.

Councilmember McDonald made a motion to Approve Resolution No. 2017-19, A Resolution of the City of Orting, Washington, Declaring a Public Purpose and Authorizing City Grant Funds to Tacoma Recovery Café in the Amount Of \$7,500. Second by Councilmember Gehring. Motion passed (7-0).

2. Senior Center

The request was for \$13,000.

Councilmember McDonald made a motion to Approve Resolution No. 2017-20, A Resolution of the City of Orting, Washington, Declaring a Public Purpose and Authorizing a City Grant for Orting Senior Center Organization in the Amount Of \$ 13,000. Second by Deputy Mayor Ford. Motion passed (7-0)

3. Farmers Market

The request was for \$3,000.

Councilmember McDonald made a motion to approve Resolution No. 2017-21, A Resolution of the City of Orting, Washington, Declaring a Public Purpose and Authorizing City Grant of Funds to the Orting Valley Farmer's Market in the Amount Of \$ 3,000. Second by Councilmember Drennen. Motion passed (7-0)

4. Orting Historical Society

The request was for \$500.00

Councilmember Drennen made a motion to Approve Resolution No. 2017-22, A Resolution of the City of Orting, Washington, Declaring a Public Purpose and Authorizing a City Grant to Orting Historical Society in the Amount Of \$500.00. Second by Councilmember McDonald. Motion passed (7-0).

5. Food Bank

The request was for \$3,000.

Councilmember McDonald made a motion to approve Resolution No. 2017-23, A Resolution Of The City Of Orting, Washington, Declaring A Public Purpose And Authorizing A City Grant To Orting Food Bank In The Amount Of \$3,000. Second by Councilmember Gunther. Motion passed (7-0).

6. Opportunity Center, DBA The Haven

The request was for \$25,000.

Councilmember Drennen made a motion to Approve Resolution No. 2017-24, A Resolution of the City of Orting, Washington, Declaring a Public Purpose and Authorizing a City Grant of Funds for Opportunity Center of Orting In The Amount Of \$7,500. Second by Deputy Mayor Ford. Motion passed (7-0)

7. Chamber of Commerce/Orting Community Float

The request was for \$1,000.

Councilmember Drennen made a motion to Approve Resolution No. 2017-25, A Resolution of the City of Orting, Washington, Declaring a Public Purpose and Authorizing a City Grant of Funds for Orting Chamber Of Commerce in the Amount Of \$1,000. Second by Deputy Mayor Ford. Motion passed (7-0).

Prior to dispersal of funds the Chamber must provide their budget and insurance information to the City.

7. PUBLIC COMMENTS- (Items not on the agenda)

No Comments.

8. CONSENT AGENDA

- Minutes of November 1, 2017
- Minutes of November 8, 2017
- Minutes of November 15, 2017
- Payroll and Claims Warrants

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

9. COMMITTEE AND COUNCIL STANDING REPORTS

Transportation

No Report.

Mayor's Report

Mayor Pestinger asked the Council if they wanted him to sign a proposed letter he received stating that the City would support that Congress vote for sales tax to stay in place in the Federal budget. Council declined to have the Mayor send a letter to Congress.

The Mayor will attend Puget Sound Regional Council next week. He will also attend the Pierce Council Regional Council meeting, where they will discuss who will represent Pierce County Cities in 2018, a position he currently holds.

Miscellaneous Activity/Community Reports.

Susan Rigley briefed on upcoming events at the Orting Library.

10. OLD BUSINESS

A. AB17-97 – 2018 Property Tax Levy.

Treasurer Larson briefed on the proposed resolution that will raise the property tax cap by \$281,659.69 to \$1,276,019.05. Council was provided two options:

1. Maintain property tax at the current rate of \$1.60 per \$1,000 of assessed value. The real increase in revenue to the City will end up being \$138,895.28, or an increase of 14.7% over the 2017 tax year collection amount.
2. Increase the property tax rate to approximately \$1.92 per \$1,000 of assessed value. The increase in revenue to the city will be the above stated \$281,659.69 for a total collection of \$1,276,019.05.

The increase in property taxes is driven by \$32.14 million in new construction and improvements during 2017 as well as an increase in assessed value of 9.3% over the 2016 assessment. The 2017 assessed value for the City is \$676 million.

Discussion followed regarding the 2 options.

Councilmember Penner made a motion to approve Resolution No. 2017-14 And Allowing for An Increase in Property Taxes in the Amount Of \$ 138,895.28, or \$1.60 per \$1000 of assessed value. Second by Councilmember Gunther. Motion passed (7-0).

B. AB17-92- 2018 Budget Hearing- Second Reading of Ordinance No 2017-1016, An Ordinance Of The City Of Orting, Washington Relating To The Annual Budget For Fiscal Year 2018; Adopting The City Of Orting 2018 Budget; Adopting The Job Classification And Pay Range For Employees.

Council by consensus asked to move the vote on the budget to the next meeting on December 13th.

Councilmember McDonald made a motion to cancel the regular meeting on December 2th. Second by Deputy Mayor Ford. Motion passed (7-0).

C. AB17-98- Second Reading and Adoption of Ordinance No. 2017-1017, An Ordinance Of The City Of Orting, Washington, Amending Orting Municipal Code Title 9, Chapter 1b, Section 7 Pertaining To Deposits; Title 9, Chapter 1d, Sections 1,2, And 3 Pertaining To Billing, Water Disconnection, And Water Rates; Adding Orting Municipal Code Title 9, Chapter 1d, Sections 3b, 5, And 6 Pertaining To Water Rates For Customers Outside City Limits, Payment Of Bills And Application Of Payment, And Protest To Rates.

Treasurer Larson briefed that the proposed ordinance recommended by the Public Works Committee would update the utility code to:

- *Remove the \$150 deposit the city charges new customers and renters.*
- *Change the time that utility bills are due from 5 pm on the 25th to 8 am on the 26th.*
- *Add a 10% surcharge to out of town water customers starting in 2018.*
- *Codify how partial payments are applied to outstanding balances on customers' accounts.*
- *Add a section that provides a formal mechanism for customers to protest rates and charges that they think are erroneous.*

Councilmember Penner made a motion to Adopt Ordinance No. 2017-1017, Regarding Utility Regulations and Rates. Second by Councilmember Harman. Motion passed (7-0).

D. AB17-99- Second Reading and Adoption of Resolution 2017-17, A Resolution Of The City Of Orting, Washington, Setting The Fees As Described By 9-1d-1b, 9-1d-2c, And 9-1d-3b of The Orting Municipal Code Utility Code.

Treasurer Larson briefed that the Public Works Committee reviewed the late penalty as part of a more comprehensive review of our utility billing procedures. The Committee found that the current \$20 late penalty does not provide the additional incentive required to change customer's behavior and provide an incentive to pay on time. They also determined that relying so heavily on penalties is not a sustainable way to fund the utilities, and would prefer rates to reflect more of the true cost of service. The new recommended late penalty is \$10. The reduction in penalties is expected to be offset with an additional 2% increase in utility rates for 2018.

Discussion ensued regarding incentives to pay on time and costs being paid by rates rather than penalties.

Councilmember Penner made a motion to Approve Resolution No. 2017-17, Regarding Utility Penalties Second by Councilmember Gunther Second. A roll call vote was taken.

CM Gunther -Yes, DM Ford- No, CM Gehring- No, CM Harman- Yes, CM McDonald- No, CM Penner- Yes, CM Drennen- Yes. Motion passed (4-3).

11. NEW BUSINESS

A. AB17-100 178th Avenue East Waterline Survey

JC Hungerford briefed that there currently 8 spaghetti line service crossings under SR 162 that serve homes along 178th Ave E. The City desires to determine if these services lie within or outside of the Pierce County Right-of-Way and determine ownership.

Councilmember Penner made a Motion: To Approve the Scope and Budget for Professional Services from Parametrix in the Amount Of \$12,950 for the 178th Avenue East Survey. Second by Councilmember McDonald. Motion passed (7-0)

B. AB17-101- Setting Compensation for Orting Municipal Court Judge

City Attorney Charlotte Archer briefed that the proposed ordinance would accomplish two things: (1) Pursuant to RCW 3.50.080, the City is required to set the compensation of the City's Municipal Court Judge by Ordinance. This Ordinance would set the compensation amount for the City's Municipal Court Judge at \$23,500 annually beginning on January 1, 2018, with an annual increase commiserate with a cost of living increase set by the Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W). The current annual rate of pay for the existing Municipal Court Judge (for the period of January 1, 2017 to December 31, 2017) is \$23,000. (2) This Ordinance would codify procedures for the appointment, tenure, qualifications and compensation of the Municipal Court Judge.

Councilmember McDonald made a Motion to Adopt Ordinance No. 2017-1018, Setting Annual Compensation for the Orting Municipal Court Judge Pursuant To RCW 3.50.080, And Amending Title 1, Chapter 10, Section 2 of the Orting Municipal Code, and Pertaining to the Municipal Court Judge. Second by Deputy Mayor Ford. Motion passed (7-0).

12. EXECUTIVE SESSION

None.

13. ADJOURNMENT

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

Mayor Pestinger adjourned the meeting at 9:20pm.

ATTEST:

Jane Montgomery, City Clerk, CMC

Joachim Pestinger, Mayor

CITY OF ORTING
VOUCHER/WARRANT REGISTER
FOR DECEMBER 13, 2017 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 #45464 THRU #45526
EFT \$ 4937.26
IN THE AMOUNT OF \$ 57,807.57

PAYROLL WARRANTS # 23101 THRU #23119
IN THE AMOUNT OF \$ 160,368.87

ARE APPROVED FOR PAYMENT ON NOVEMBER 29, 2017

FINANCE COMMITTEE CHAIR _____

COUNCILPERSON _____

COUNCILPERSON _____

CITY CLERK _____



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2017 - December 2017 - 1st Council

Fund Number	Description	Amount
001	Current Expense	\$31,944.45
101	City Streets	\$691.60
104	Cemetery	\$73.12
105	Parks Department	\$895.84
320	Transportation Impact	\$57.38
401	Water	\$9,792.48
408	Wastewater	\$9,473.04
410	Stormwater	\$4,879.66
	Count: 8	\$57,807.57

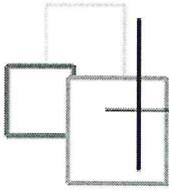
Register

Fiscal: 2017
 Deposit Period: 2017 - December 2017
 Check Period: 2017 - December 2017 - 1st Council

Number	Name	Print Date	Clearing Date	Amount
Key Bank	2000073			
Check				
45464	OKHWY LLC	11/30/2017		\$2,734.36
45465	ACRnet CBS Branch	12/13/2017		\$47.00
45466	Airgas-USA LLC	12/13/2017		\$119.97
45467	Anytime Fitness	12/13/2017		\$200.00
45468	Arrow Lumber	12/13/2017		\$723.76
45469	Awc Rmsa	12/13/2017		\$615.40
45470	Axon Enterprise INC	12/13/2017		\$746.30
45471	Brisco Inc.	12/13/2017		\$494.56
45472	Business Solutions Center	12/13/2017		\$32.18
45473	Calibre Press	12/13/2017		\$149.00
45474	Capital One Commercial	12/13/2017		\$248.70
45475	Centurylink	12/13/2017		\$2,215.97
45476	CenturyLink/Qwest	12/13/2017		\$274.99
45477	Comcast	12/13/2017		\$482.48
45478	Cummins INC	12/13/2017		\$2,352.03
45479	Curtis Blue Line	12/13/2017		\$357.43
45480	Dell Financial Services Payment Processing Services	12/13/2017		\$1,235.41
45481	Drain-Pro INC	12/13/2017		\$229.00
45482	Enviro-Clean Equipment, Inc.	12/13/2017		\$2,380.32
45483	Ewing, Pete	12/13/2017		\$42.00
45484	Hernandez, Johnny	12/13/2017		\$950.40
45485	Instrument Technology Corp	12/13/2017		\$1,120.84
45486	KCDA Purchasing Cooperative	12/13/2017		\$6.86
45487	Keybank	12/13/2017		\$173.67
45488	Konica Minolta Business Solutions	12/13/2017		\$546.72
45489	Kyocera Document Solutions Northwest INC	12/13/2017		\$1,924.43
45490	Lemay Mobile Shredding	12/13/2017		\$960.00
45491	Lewis, Jennifer	12/13/2017		\$1,504.00
45492	logan Enterprises INC	12/13/2017		\$395.00
45493	LS Mechanical	12/13/2017		\$51.25
45494	Matrix Consulting Group	12/13/2017		\$4,301.00
45495	Murphy-Brown, Mary	12/13/2017		\$850.00
45496	Office Depot	12/13/2017		\$84.81
45497	O'Reilly Auto Parts	12/13/2017		\$64.29
45498	Orting Floral/greenhouse	12/13/2017		\$81.60

Number	Name	Print Date	Clearing Date	Amount
45499	Oring Valley Senior Cent	12/13/2017		\$1,083.37
45500	P.c. Budget & Finance	12/13/2017		\$2,040.54
45501	Platt	12/13/2017		\$354.12
45502	PNWA-AWWA	12/13/2017		\$250.00
45503	Popular Networks, Lic	12/13/2017		\$4,745.26
45504	Rundle, Denis	12/13/2017		\$398.88
45505	Sarco Supply	12/13/2017		\$184.37
45506	Scientific Supply & Equip	12/13/2017		\$87.50
45507	SHRED-IT USA	12/13/2017		\$223.30
45508	Smith, Jason	12/13/2017		\$120.00
45509	Staples Advantage-Dept LA	12/13/2017		\$221.05
45510	Summer Lawn'n Saw	12/13/2017		\$591.11
45511	The News Tribune	12/13/2017		\$1,936.90
45512	The Walls Law Firm	12/13/2017		\$1,875.00
45513	UniFirst Corporation	12/13/2017		\$435.40
45514	US Bank Equipment Finance	12/13/2017		\$327.83
45515	US BankNA Custody Treasury Div-Mony Cntr	12/13/2017		\$150.00
45516	Usabluebook	12/13/2017		\$1,157.90
45517	Utilities Underground Location Center	12/13/2017		\$127.82
45518	Verizon Wireless	12/13/2017		\$2,506.70
45519	Vision Forms LLC	12/13/2017		\$1,749.73
45520	W.a.b.o	12/13/2017		\$95.00
45521	Wa. State Dept. of Ecolog	12/13/2017		\$1,858.29
45522	Washington Rock Quarries,	12/13/2017		\$415.25
45523	Water Management Lab Inc.	12/13/2017		\$926.00
45524	Wells Fargo Financial Leasing	12/13/2017		\$92.91
45525	Whitworth Pest Solutions, INC	12/13/2017		\$180.35
45526	Petty Cash - Freda Bingham	12/13/2017		\$40.00
	Keybank-MasterCard	12/7/2017		\$4,937.26
	Total		Check	\$57,807.57
	Total		2000073	\$57,807.57
	Grand Total			\$57,807.57

EFT-MasterCard Dec 2017



Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
ACRnet CBS Branch	45465	5459	001-518-10-41-01	Background-Jones, Brittan Total	\$47.00 \$47.00
Airgas-USA LLC	45466	9070231190	408-535-50-48-02	Tubing Kits Total	\$119.97 \$119.97
Anytime Fitness	45467	DEC2017-203	001-521-20-21-01	Gym Membership Total	\$200.00 \$200.00
Arrow Lumber	45468	600186-DEC2017	001-514-23-31-02	Lock for Storage Room	\$13.11
			001-521-50-48-04	Tacker & Staples	\$25.34
			101-542-30-48-02	Redimix-Ford LN Stop Sign	\$3.81
			105-576-80-48-00	Tie Wraps-Garland	\$10.91
			105-576-80-48-00	Screws-Tie Wraps Garland	\$11.41
			105-576-80-48-00	Tie Wrap-Connector-Plug-Garland	\$31.38
			105-576-80-48-00	Shed Repair-Ball Fields	\$276.45
			401-534-10-31-00	Supplies for FA1074	\$6.32
			401-534-10-31-00	Curb Key -FA1074	\$9.28
			401-534-10-31-00	Paint & Rags for FA1074	\$15.72
			401-534-10-31-00	Glue-FA1074	\$28.40
			401-534-10-31-00	Rags-Rule Tape-FA1067	\$49.93
			401-534-10-31-04	Gloves FA1067	\$8.72
			401-534-50-48-02	Redimix Well 3 Fence	\$3.81
			401-534-50-48-02	Post-Stringline Reel-Well 3 Fence	\$21.40
			408-535-50-35-00	Rake	\$27.31
			408-535-50-48-02	Door Stop-Anchors MPC	\$9.49
			408-535-50-48-02	Rags	\$10.92
			408-535-50-48-02	Threaded Ball-Blower	\$15.29
			408-535-50-48-03	Valve Box With Cover	\$13.11
			408-535-50-48-03	Upper UV Bulbs for Lab-WWTP	\$45.84
			408-535-50-48-04	Hose Hanger-Rubber Straps-Vactor	\$11.98
			408-535-50-48-05	Rope-Step Tank WWTP	\$18.56

Vendor	Number	Invoice	Account Number	Notes	Amount
Arrow Lumber	45468	600186-DEC2017	410-531-38-31-00	Safety Glasses- Gloves- Storm Ponds	\$20.30
			410-531-38-48-00	Byoass Lopper Steel Handle-Storm Ponds	\$34.97
				Total	\$723.76
Awc Rmsa	45469	2070-Reimbursement- 2017000172	101-542-30-48-04	Reimbursement to AWC for Overpayment on Collision-Barfield- 2017000172	\$61.50
			105-576-80-48-02	Reimbursement to AWC for Overpayment on Collision-Barfield- 2017000172	\$92.31
			401-534-50-48-06	Reimbursement to AWC for Overpayment on Collision-Barfield- 2017000172	\$307.70
			408-535-50-48-08	Reimbursement to AWC for Overpayment on Collision-Barfield- 2017000172	\$123.08
			410-531-38-48-01	Reimbursement to AWC for Overpayment on Collision-Barfield- 2017000172	\$30.81
			Total	\$615.40	
Axon Enterprise INC	45470	S11491118	001-521-20-31-01	Taser Cartridges	\$746.30
				Total	\$746.30
Brisco Inc.	45471	DEC2017-202	001-514-23-43-00	Fuel	\$17.27
			001-524-20-32-01	Fuel Buiding	\$264.62
			401-534-80-32-00	Fuel Water	\$6.91
			408-535-80-32-01	Fuel Sewer	\$6.90
			410-531-38-32-02	Fuel Storm	\$3.45
			410-531-38-32-02	Fuel	\$60.00
			410-531-38-32-02	Fuel	\$60.13
			410-531-38-32-02	Fuel	\$75.28
			Total	\$494.56	
Business Solutions Center	45472	352-Dec2017	001-571-20-31-21	Programs for Dance Recital	\$32.18
				Total	\$32.18
Calibre Press	45473	54901	001-521-40-49-00	Constitutional Use of Force Training- Hattaway	\$149.00
				Total	\$149.00

Vendor	Number	Invoice	Account Number	Notes	Amount
Capital One Commercial	45474	7003-7311-0004-8356 DEC2017	001-521-20-31-03	Office Supplies	\$248.70
				Total	\$248.70
Centurylink	45475	300549640-DEC2017 300549818-DEC2017	408-535-10-42-01 001-514-23-42-00 001-522-20-42-01 001-524-20-42-00 320-595-30-63-01 401-534-10-42-01 408-535-10-42-01	Sewer Phones City Phones City Phones City Phones City Phones City Phones City Phones	\$147.01 \$492.59 \$147.82 \$26.76 \$57.38 \$176.25 \$380.41
		300549906-DEC2017 300550216-DEC2017 300550553-DEC2017 300550592-DEC2017 409178327-DEC2017	401-534-10-42-01 408-535-10-42-01 001-521-50-42-00 001-512-50-42-00 001-521-50-42-01	Harman Springs Sewer Phones PD Phones Court Phones PD Repeater	\$54.33 \$180.29 \$379.95 \$102.29 \$70.89
				Total	\$2,215.97
CenturyLink/Qwest	45476	464B-Dec2017 465B-Dec2017 492B-Dec2017	001-521-20-45-02 001-521-20-45-02 001-521-20-45-02	Cell Connection Cell Connection Cell Connection	\$116.86 \$81.86 \$76.27
				Total	\$274.99
Comcast	45477	0221113-DEC2017 Invoice - 12/6/2017 10:39:03 AM	001-521-50-42-00 001-522-20-42-01 001-514-23-42-00 001-524-20-31-00 401-534-10-42-01 408-535-10-42-01	PSB Internet PSB Internet City Hall Internet City Hall Internet City Hall Internet City Hall Internet	\$120.62 \$120.62 \$60.31 \$60.31 \$60.31 \$60.31
				Total	\$482.48
Cummins INC	45478	001-75122 001-75123 001-75124 001-75481	408-535-50-48-07 408-535-50-48-07 001-521-50-48-06 001-522-20-48-02 401-534-60-48-02	Generator Maint Generator Maint Generator Maint Generator Maint Generator Maint	\$448.81 \$493.06 \$227.37 \$227.38 \$955.41
				Total	\$2,352.03
Curtis Blue Line	45479	INV139723 INV140306	001-521-20-31-01 001-521-20-31-01	Belt Mounted Pouch-Cassatt Boots-Hattaway	\$26.39 \$331.04
				Total	\$357.43
Dell Financial Services Payment Processing Services	45480	79272804	001-594-12-41-01 001-594-14-41-02 001-594-21-41-01 001-594-24-41-01 001-594-76-41-01 101-594-42-41-01 105-594-76-41-01	PSB Server City Hall Server PSB Server City Hall Server City Hall Server City Hall Server City Hall Server	\$25.00 \$50.00 \$753.41 \$37.00 \$12.00 \$12.00 \$12.00

Vendor	Number	Invoice	Account Number	Notes	Amount
Dell Financial Services Payment Processing Services	45480	79272804	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
Drain-Pro INC	45481	38156	408-535-60-48-04	Honey Bucket Service	\$229.00
				Total	\$229.00
Enviro-Clean Equipment, Inc.	45482	R17-111403	410-531-38-48-01	Street Sweeper Repair-FA1037	\$2,380.32
				Total	\$2,380.32
Ewing, Pete	45483	2079-Ewing GRCGR1000008727	401-534-50-49-15	Ewing-10931 DOE Cert	\$42.00
				Total	\$42.00
Hernandez, Johnny	45484	DEC2017-200	001-521-23-41-01	Property Evidence 9/22/2017-11/29/2017	\$950.40
				Total	\$950.40
Instrument Technology Corp	45485	14654	408-535-50-48-04	Repair of Camera for Inspections	\$840.63
			410-531-38-48-00	Repair of Camera for Inspections	\$280.21
				Total	\$1,120.84
KCDA Purchasing Cooperative	45486	300234431	001-524-20-31-00	Binder Index	\$6.86
				Total	\$6.86
Keybank	45487	7466-DEC2017	401-534-10-31-00	Office Supplies	\$38.52
			401-534-10-31-00	Office Supplies	\$96.63
			408-535-10-31-00	Office Supplies	\$38.52
				Total	\$173.67
Keybank-MasterCard	EFT-MasterCard Dec 2017	EFT-4997 MasterCard	001-524-20-31-01	Clothing Items	\$205.53
		EFT-5423 MaterCard	105-576-80-31-00	MRSC Roster Renewal	\$30.00
			401-534-10-31-00	MRSC Roster Renewal	\$30.00
			401-534-10-31-00	Vinegar	\$32.13
			401-534-10-31-00	Vinegar	\$35.72
			401-534-10-31-00	Office Supplies	\$133.36
			401-534-10-31-04	Boots for Huffman	\$40.00
			408-535-10-31-00	MRSC Roster Renewal	\$30.00
			408-535-10-31-00	Dog Waste Bags	\$199.95
			408-535-10-31-05	Boots for Huffman	\$160.00
			408-535-50-48-04	Postage for Repair of Sewer Camera	\$256.93
			410-531-38-31-00	MRSC Roster Renewal	\$30.00

Vendor	Number	Invoice	Account Number	Notes	Amount	
Keybank- MasterCard	EFT- MasterCard Dec 2017	EFT-5725 MasterCard	001-511-60-31-01	Coffee for Budget Meeting	\$34.87	
		EFT-6144 MasterCard	001-571-20-31-23	Ribbons For Soccer	\$37.91	
			105-594-76-64-10	Winter Decorations	\$104.86	
		EFT-7277 MaterCard	001-521-20-31-01	Plaque	\$40.19	
			001-521-20-31-01	Uniform Items	\$284.86	
			001-521-20-31-03	Credit for UPS Shipping	(\$8.83)	
			001-521-20-31-03	Shippng For Stalker	\$6.90	
			001-521-20-31-03	Desk Fan	\$13.00	
			001-521-20-31-03	Shipping For Stalker	\$43.57	
			001-521-20-31-03	Echo Dots	\$142.06	
			001-521-20-31-03	Office Supplies & Water	\$494.01	
			001-521-21-31-01	Office Supplies	\$102.00	
			001-521-21-49-00	Paper for Sector	\$110.90	
			001-521-21-49-00	Lockout Kit	\$192.36	
			001-521-40-49-00	R.A.D Recert Gard	\$276.00	
			001-521-40-49-00	Hotel for WASPC Conference-Drake	\$310.26	
			001-521-50-48-02	Breather Hose	\$14.86	
			001-521-50-48-04	Repair of Refrigerator	\$767.98	
		EFT-7599 MasterCard	001-521-40-49-00	Hotel for WASPC Conference-Gard	\$310.26	
		EFT-7765 MasterCard	001-511-60-31-01	Coucil Retreat	\$68.15	
			001-511-60-31-01	Coucil Retreat	\$72.67	
			001-511-60-31-01	Coucil Retreat	\$73.03	
			001-513-10-31-00	Office Supplies	\$209.83	
	001-513-10-31-02	Staff Appreciation	\$51.94			
		Total	\$4,937.26			
Konica Minolta Business Solutions	45488	248874723	001-594-21-75-00	PD Copier Lease	\$546.72	
				Total	\$546.72	
Kyocera Document Solutions Northwest INC	45489	55T1029650	001-594-14-75-00	City Hall Copier Lease	\$1,692.74	
				105-576-80-31-00	City Hall Copier Lease	\$34.75
				401-534-10-31-00	City Hall Copier Lease	\$115.85
				408-535-10-31-00	City Hall Copier Lease	\$46.34
				410-531-38-31-00	City Hall Copier Lease	\$34.75
		Total	\$1,924.43			
Lemay Mobile Shredding	45490	4543791	001-514-23-31-02	Shredding for Purge of Records	\$384.00	
				401-534-10-31-00	Shredding for Purge of Records	\$288.00
				408-535-10-31-00	Shredding for Purge of Records	\$192.00
				410-531-38-31-00	Shredding for Purge of Records	\$96.00
		Total	\$960.00			

Vendor	Number	Invoice	Account Number	Notes	Amount
Lewis, Jennifer	45491	DEC2017-201	001-571-20-31-34	Dog Training Classes-Dec 2017	\$1,504.00
				Total	\$1,504.00
logan Enterprises INC	45492	16718	001-514-21-41-01	Monthly Janitorial- Dec 2017	\$98.75
			001-524-20-49-02	Monthly Janitorial- Dec 2017	\$19.75
			001-575-50-41-01	Monthly Janitorial- Dec 2017	\$79.00
			401-534-10-31-00	Monthly Janitorial- Dec 2017	\$79.00
			408-535-10-31-00	Monthly Janitorial- Dec 2017	\$79.00
			410-531-38-31-00	Monthly Janitorial- Dec 2017	\$39.50
				Total	\$395.00
LS Mechanical	45493	2098	408-535-50-48-04	Repair Cap Elbow Plug-Puyallup Lift Station	\$51.25
				Total	\$51.25
Matrix Consulting Group	45494	17-29 Final	001-514-30-49-02	Planning Consultant- Organizational Assessment-16	\$688.16
			001-521-10-40-01	Planning Consultant- Organizational Assessment-39	\$1,677.39
			001-524-10-41-02	Planning Consultant- Organizational Assessment-3	\$129.03
			101-542-30-41-14	Planning Consultant- Organizational Assessment-2	\$86.02
			105-576-80-41-10	Planning Consultant- Organizational Assessment-3	\$129.03
			401-534-10-41-35	Planning Consultant- Organizational Assessment-14	\$602.14
			408-535-10-41-37	Planning Consultant- Organizational Assessment-14	\$602.14
			410-531-38-41-06	Planning Consultant- Organizational Assessment-9	\$387.09
				Total	\$4,301.00
Murphy-Brown, Mary	45495	DEC2017-207	001-571-20-31-21	Dance Class-Nov 2017	\$850.00
				Total	\$850.00

Vendor	Number	Invoice	Account Number	Notes	Amount
O'Reilly Auto Parts	45497	1265583-DEC2017	001-521-50-48-02	Difference of Exchange of Light Bulb	\$0.01
			001-521-50-48-02	Light Bulb	\$5.87
			001-521-50-48-02	Light Bulb	\$5.90
			105-576-80-31-00	Zip Ties	\$10.92
			401-534-50-35-00	Flashlight-FA1074	\$18.57
			401-534-50-48-06	Breaklight Bulb-FA1072	\$7.59
			408-535-50-48-02	GSK Material-Silicone	\$15.43
			Total	\$64.29	
Office Depot	45496	978690002001	001-512-50-49-03	Supplies	\$84.81
				Total	\$84.81
OKHWY LLC	45464	Compensation for Fence-Parcel 0518058002 Hendrickson	401-594-34-63-47	Compensation for Fence- Parcel 0518058002 Hendrickson	\$2,734.36
				Total	\$2,734.36
Orting Floral/greenhouse	45498	1424	001-571-20-31-21	Carnations for Dance Recital	\$81.60
				Total	\$81.60
Orting Valley Senior Cent	45499	DEC2017-206	001-571-20-31-06	Monthly Support-Dec 2017	\$1,083.37
				Total	\$1,083.37
P.c. Budget & Finance	45500	CI-241485 C-104188	001-554-30-50-01	Pierce County Animal Control-Oct 2017	\$2,040.54
				Total	\$2,040.54
Petty Cash - Freda Bingham	45526	DEC2017-408	001-524-20-41-05	Meals for Training	\$40.00
				Total	\$40.00
Platt	45501	P132148 P132218 P132265	408-535-50-48-03	Light Bulbs WWTP	\$74.52
			408-535-50-48-03	Light Bulbs WWTP	\$98.58
			408-535-50-48-03	Light Bulbs WWTP	\$181.02
			Total	\$354.12	
PNWA-AWWA	45502	3116-WWUC Dues	401-534-50-49-02	WWUC Membership Dues	\$250.00
				Total	\$250.00
Popular Networks, Llc	45503	21048	001-512-50-41-01	Computer Maintenance-November 2017	\$16.55
			001-513-23-41-01	Computer Maintenance	\$82.77
			001-514-23-41-04	Computer Maintenance	\$215.20
			001-524-20-41-01	Computer Maintenance	\$165.54
			001-525-60-41-03	Disaster Recovery Backup-Server	\$903.36

Vendor	Number	Invoice	Account Number	Notes	Amount	
Popular Networks, Llc	45503	21048	001-575-50-41-03	Computer Maintenance	\$148.98	
			101-542-30-41-04	Computer Maintenance	\$82.77	
			104-536-20-41-01	Computer Maintenance	\$33.11	
			401-534-10-41-05	Computer Maintenance	\$347.62	
			408-535-10-41-05	Computer Maintenance	\$347.62	
			410-531-38-41-04	Computer Maintenance	\$215.20	
			21055	001-521-50-41-01	Computer Maintenance-PD	\$1,679.94
				001-525-60-41-03	Disaster Recovery Backup-Server	\$506.60
				Total	\$4,745.26	
			Rundle, Denis	45504	1892-Rundle	408-535-10-31-00
				Total	\$398.88	
Sarco Supply	45505	1108223	001-512-50-31-00	Court-Bathroom & Cleaning Supplies	\$73.75	
			001-513-10-31-00	Council-Bathroom & Cleaning Supplies	\$36.87	
			001-521-20-31-03	Police-Bathroom & Cleaning Supplies	\$73.75	
			Total	\$184.37		
Scientific Supply & Equip	45506	31431029	408-535-10-31-00	Lab Supplies	\$87.50	
			Total	\$87.50		
SHRED-IT USA	45507	8123553496 8123553549	001-521-20-31-03	PD Shredding	\$154.00	
			001-514-23-31-02	City Shredding	\$69.30	
			Total	\$223.30		
Smith, Jason	45508	DEC2017-205	001-571-20-31-33	Karate Instruction-November	\$120.00	
				Total	\$120.00	
Staples Advantage- Dept LA	45509	3360080685 3360145942	001-514-23-31-02	Paper-Pens-Office Supplies	\$139.85	
			001-514-23-31-02	Office Supplies	\$60.66	
			001-524-20-31-00	Calendar	\$20.54	
			Total	\$221.05		
Sumner Lawn'n Saw	45510	316275	101-542-30-48-04	Backplate for Blower F8	\$15.71	
			105-576-80-48-01	Backplate for Blower F8	\$15.73	
			410-531-38-48-01	Backplate for Blower F8	\$15.71	
		316276	101-594-44-61-08	Backpack Blower FA 1089	\$214.66	
			105-594-76-63-48	Backpack Blower FA 1089	\$114.65	

Vendor	Number	Invoice	Account Number	Notes	Amount
Sumner Lawn'n Saw	45510	316276	410-594-31-64-41	Backpack Blower FA 1089	\$214.65
				Total	\$591.11
The News Tribune	45511	257635-Dec2017	001-511-60-41-01	Publications-Budget Meeting	\$71.54
			001-511-60-49-03	Publications-Meeting	\$1,400.47
			001-521-20-31-03	Publications-Meeting	\$197.76
			001-558-60-31-03	Publications-Meeting	\$267.13
				Total	\$1,936.90
The Walls Law Firm	45512	726	001-515-30-41-03	Prosecuting Attorney-November 2017	\$1,875.00
				Total	\$1,875.00
UniFirst Corporation	45513	3301357822-3301359905-3301362002-3301364037-3301366042	408-535-10-31-03	Supplies-Protective Clothing	\$435.40
				Total	\$435.40
US Bank Equipment Finance	45514	345209340	001-594-14-75-00	City Hall Copier Lease	\$327.83
				Total	\$327.83
US BankNA Custody Treasury Div-Mony Cntr	45515	122-DEC2017	001-514-23-49-06	Fees for Safekeeping	\$52.50
			101-542-90-40-01	Fees for Safekeeping	\$7.50
			105-576-80-41-09	Fees for Safekeeping	\$7.50
			401-534-90-40-02	Fees for Safekeeping	\$22.50
			408-535-90-40-02	Fees for Safekeeping	\$37.50
			410-531-90-40-02	Fees for Safekeeping	\$22.50
				Total	\$150.00
Usabluebook	45516	418301	401-594-34-64-53	Clorine Pumps Peristatic	\$1,157.90
				Total	\$1,157.90
Utilities Underground Location Center	45517	7110184	401-534-60-41-00	Locates-Nov 2017	\$63.91
			408-535-60-41-00	Locates-Nov 2017	\$63.91
				Total	\$127.82
Verizon Wireless	45518	9796358637	001-512-50-42-00	Cell Phones-Judge	\$108.07
			001-514-23-42-00	Cell Phones	\$168.02
			001-524-20-42-00	Cell Phones	\$58.83
			001-575-50-42-01	Cell Phones	\$55.81
			104-536-20-42-00	Cell Phones	\$40.01

Vendor	Number	Invoice	Account Number	Notes	Amount
Verizon Wireless	45518	9796358637	401-534-10-42-01	Cell Phones	\$285.48
			408-535-10-42-01	Cell Phones	\$285.47
		9796358638	001-512-50-42-00	Cell Phones-Court	\$61.26
			001-521-20-45-01	Cell Phones	\$843.60
			001-521-20-45-02	Data Interface	\$600.15
				Total	\$2,506.70
Vision Forms LLC	45519	4515	401-534-10-31-00	Utility Bill	\$168.26
				Processing & Mailing	
			401-534-10-42-00	Utility Bill	\$414.99
				Processing & Mailing	
			408-535-10-31-00	Utility Bill	\$168.25
				Processing & Mailing	
			408-535-10-42-00	Utility Bill	\$414.99
				Processing & Mailing	
		Total	\$1,749.73		
W.a.b.o	45520	WABO2018	001-524-20-49-05	Membership Renewal	\$95.00
				Total	\$95.00
Wa. State Dept. of Ecolog	45521	2018-BA0020303	408-535-50-51-02	DOE Bio-Solids Permit	\$1,858.29
				Total	\$1,858.29
Washington Rock Quarries,	45522	81824	101-542-30-48-02	Sand	\$207.63
			410-531-38-48-00	Sand	\$207.62
				Total	\$415.25
Water Management Lab Inc.	45523	162874	401-534-10-41-03	Lab Testing	\$189.00
		163168	401-534-10-41-03	Lab Testing	\$474.00
		163233	401-534-10-41-03	Lab Testing	\$239.00
		163318	401-534-10-41-03	Lab Testing	\$24.00
				Total	\$926.00
Wells Fargo Financial Leasing	45524	5004408815	105-576-80-31-00	Public Works Copier	\$13.94
			401-534-10-31-00	Public Works Copier	\$46.46
			408-535-10-31-00	Public Works Copier	\$18.58
			410-531-38-31-00	Public Works Copier	\$13.93
				Total	\$92.91

Vendor	Number	Invoice	Account Number	Notes	Amount
Whitworth Pest Solutions, INC	45525	337294	001-575-50-48-00	Pest Control	\$180.35
				Total	\$180.35
				Grand Total	\$57,807.57



**City Of Orting
Council Agenda Summary Sheet**

AB17-103 SUBJECT: 2018 Proposed Budget, and Job Classifications and Pay Ranges for Employees.	Agenda Item #:	AB17-103
	For Agenda of:	12/13/17
	Department:	Finance
	Date Submitted:	11/ 21/17

Orting Staff & Professional Representatives

Mayor, Joachim Pestinger	X	Cost of Item:	<u>\$14,056,200</u>
City Administrator, Mark Bethune	X	Amount Budgeted:	<u>N/A</u>
City Attorney, Charlotte Archer		Unexpended Balance:	<u>N/A</u>
City Clerk, Jane Montgomery		Timeline:	
City Treasurer, Scott Larson	X		
Police Chief, Bill Drake		BARS:	
Public Works, Dean Kaelin		Fiscal Note:	
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford			
BHC Consultants, Roger Wagoner			

Agenda Placement: Mayor Councilmember Committee Chair City Administrator

Attachments: Ordinance No. 2017-1016

SUMMARY STATEMENT:

The attached draft budget is inclusive of the requests discussed at the November 15, 2017, and November 27, 2017 special council budget retreat. The changes include:

- Deferring maintenance other than critical maintenance on City Hall until a decision on facilities is made in 2018 (\$35,000 savings)
- Deferring roof replacement on Multi-Purpose Building until 2019 (\$40,000 savings)
- Keeping the number of police officers at 8 and eliminating the proposed new officer position (\$111,000 savings)
- Not budgeting for the Combined Communications Network charges that the county is trying to charge which City never contracted for (\$50,000 savings)
- Reducing the number of police vehicle replacements to one in 2018 (\$15,000 savings)
- Other various cuts throughout all of general government (\$39,000 savings)
- Implement a rent charge for utilities for City Hall facilities (\$20,000 new revenue)
- Move proceeds from the sale of the Public Safety Building into a reserve within the General Fund.

Total General Fund spending in 2018 is budgeted to be \$3,526,000 with revenue projected to be \$3,500,000. The budget as presented shows a deficit of \$26,000 which will be paid for out of fund balance which is expected to be \$4,325,000 at the beginning of 2018.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

A. RECOMMENDED ACTION: Motion: Adopt Ordinance No. 2017-1016, The City Of Orting 2018 Budget; and The Job Classification And Pay Range For Employees.

**CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2017-1016**

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON RELATING TO THE ANNUAL BUDGET
FOR FISCAL YEAR 2018; ADOPTING THE CITY OF
ORTING 2018 BUDGET; ADOPTING THE JOB
CLASSIFICATION AND PAY RANGE FOR EMPLOYEES;
ESTABLISHING AN EFFECTIVE DATE; AND, PROVIDING
FOR SEVERABILITY**

WHEREAS, State law, Chapter 35A.33 RCW requires the City to adopt an annual budget and provides procedures for the filing of estimates, a preliminary budget, deliberations, public hearings, and final fixing of the budget; and

WHEREAS, the Mayor of the City of Orting, Washington, completed and placed on file with the City Clerk a preliminary budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds, and expenses of government of said city for the fiscal year ending December 31, 2018; and

WHEREAS, a notice was published that the council of said city would meet on the 8th day of November 2017, and the 29th day of November 2017 at the hour of 7:00 p.m., in the council chambers in the Orting Public Safety Building of said City for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of said City an opportunity to be heard upon said budget; and

WHEREAS, the said City Council did meet at said time and place and did then consider the matter of said preliminary budget and has made adjustments and changes deemed necessary; and

WHEREAS, the proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Orting for the purposes set forth in said budget, and the estimated expenditures set forth in said proposed budget being all necessary to carry on the government of said city for said year and being sufficient to meet the various needs of said city for said period; and

WHEREAS, the City Council after hearing and after duly considering all relevant evidence and testimony presented, and have made all adjustments to the preliminary budget as deemed necessary and prudent by the City Council, has determined that adoption of the proposed budget is in the best interest of the City;

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

SECTION 1. Adoption of 2108 Budget. The budget for the City of Orting, Washington, for the fiscal year 2018 covering the period from January 1, 2018 through December 31, 2018, with regular

revenues and expenditures and ending fund balances as set forth in Section 2 of this ordinance, is hereby adopted at the fund level in its final form and content as set forth in the document entitled "City of Orting 2018 Budget", three copies of which are on file in the Office of the City Clerk.

SECTION 2. Fund Reserves. The following funds have reserve accounts. These reserve moneys will be expensed as identified in the 2018 budget. General Facility Charges and Impact Fee amounts include projected additions from new construction during 2017.

Capital Asset replacement:

General Fund #001 - \$1,325,000

Streets #101 - \$90,000

Parks #105 - \$100,000

Wastewater #408 - \$900,000

Stormwater #410 - \$265,800

Revenue Bond Reserve: The Wastewater fund #408 - \$223,000.

General Facility Charge (GFC)/Impact Fee Reserve:

Wastewater Fund #408GFC's - \$1,445,264

Capital Project Reserve:

Fund #401 - \$65,000 for Well #1 Rehab

Parks Fund #105 – Gratzner Ballfield grant match reserve - \$13,100

SECTION 3. Summary of Revenues and Appropriations. Estimated resources, including fund balances or working capital for each separate fund of the City of Orting, and aggregate totals for all such funds combined, for the year 2018 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the fiscal year 2018 as set forth below:

<u>FUND</u>	<u>AMOUNT</u>
#001 CURRENT EXPENSE	\$ 3,526,000
#101 CITY STREET	\$ 359,000
#104 CEMETERY	\$ 34,000
#105 PARK IMPROVEMENT	\$ 227,000
#107 TOURISM FUND – HOTEL TAX	\$ 6,000
#108 TRANSPORTATION BENEFIT DISTRICT	\$ 121,200
#120 POLICE DEPARTMENT DRUG	\$ 0
#202 2016 VEHICLE PURCHASE DEBT SERVICE FUND	\$101,500
#203 2017 BACKHOE PURCHASE DEBT SERVICE FUND	\$23,500

#320 TRANSPORTATION IMPACT	\$ 100,000
#401 WATER	\$ 1,884,000
#408 WASTEWATER	\$ 3,507,000
#410 STORMWATER	\$ 2,768,000
#412 UTILITY LAND ACQUISITION	\$ 1,395,000
#704 SKINNER ESTATE	\$ 4,000
TOTAL ALL FUNDS	\$ 14,056,200

SECTION 4. Job Classifications and Pay Ranges. The job classifications and pay ranges for employees of the City as set forth in the schedule below are hereby adopted as part of the budget for 2018 and shall constitute the job classifications and pay ranges for such employees except as to those employees who are members of a bargaining unit wherein the applicable bargaining agreement may establish a different job classification and/or pay range.

City Administrator	103,170.75	126,887.00
Building Official	74,532.74	91,665.87
City Treasurer	81,443.94	100,165.77
City Clerk	62,420.00	76,768.72
City Planner	57,123.14	70,254.26
Senior Accountant	50,753.17	62,420.00
Parks & Rec Director	43,780.13	53,844.04
Building Inspector	53,844.04	66,221.38
Clerical II	43,780.13	53,844.04
Accounting Clerk Entry	41,266.97	50,753.17
Cashier	35,597.25	43,780.13
Court Administrator	62,420.00	76,768.72
Court Clerk	41,266.97	50,753.17

Police Chief	86,403.88	106,265.87
Police Lieutenant	73,706.78	85,446.35
Police Officer	62,664.89	72,645.78
Code Enforcement Officer	62,664.89	72,645.78
Police Records Clerk	38,898.08	47,839.73
Public Works Director	81,443.94	100,165.77
City Engineer	81,452.80	88,995.99
Public Works Supervisor	60,601.94	74,532.74
Waste Water Plant Supervisor	57,123.14	70,254.26
Water Plant Operator	57,123.14	70,254.26
Water Wastewater Operator II	47,839.73	58,836.83
Water Wastewater Operator I	45,093.53	55,459.36
Maintenance Worker II Lead	45,093.53	55,459.36
Administrative Assistant, Public Wk.	47,839.73	58,836.83
Maintenance Worker II	43,780.13	53,844.04
Maintenance Worker I	41,266.97	50,753.17

SECTION 4. Transmittal by City Clerk. The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the State Auditor's Office and to the Association of Washington Cities.

SECTION 5. 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 6. 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.

FIRST READING BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 8TH OF NOVEMBER, 2017

SECOND READING BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 29TH OF NOVEMBER, 2017

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2017.

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: 11.05.17
Passed by the City Council: 12.13.17
Ordinance No. 2017-1016
Date of Publication: 12.15.17
Effective Date: 12.20.17



**City Of Orting
Council Agenda Summary Sheet**

AB17-104 SUBJECT: Lease Agreement with FD 18 for police, Commissions and court space in the public safety building.	Agenda Item #:	AB17-104
	For Agenda of:	12/13/17
	Department:	Administration
	Date Submitted:	12/06/17

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:	
City Treasurer, Scott Larson		BARS:	
Police Chief, Bill Drake		Fiscal Note:	
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: Lease Agreement, map of facility
SUMMARY STATEMENT: <i>The sale of the public safety building to the Fire District requires that the city lease back space for police, commission meetings, and city court until new facilities can be built. The lease is for a maximum of 3 years. The annual amount of the lease is \$35,700. Essentially all space including parking will remain in the same use pattern as before the lease. The District and the City will share the costs of utilities and maintaining common areas.</i>
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:
RECOMMENDED ACTION: MOTION: To authorize the Mayor to execute a Lease Agreement for City's use of the Public Safety Building.

LEASE AGREEMENT

CITY OF ORTING AND FIRE PROTECTION DISTRICT NO. 18

I. PREAMBLE

THIS LEASE AGREEMENT (hereinafter "Lease"), is entered on January 1st, 2018 by and between PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 18, a Washington State municipal corporation commonly referred to as ORTING VALLEY FIRE AND RESCUE, (hereinafter "OVFR") and the CITY OF ORTING, a Washington Municipal Corporation, operating as a non-charter code city under the laws of the State of Washington (hereinafter the "City"), (collectively, the "Parties").

NOW THEREFORE, for and in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the Parties agree as follows:

II. RECITALS

WHEREAS, on or about January 1st, 2018, OVFR will purchase the real property and improvements thereon located at 401 Washington Ave SE, Orting, Washington, which is commonly known as the Public Safety Building ("PSB"), from the City, and;

WHEREAS, OVFR now desires to lease a portion of the PSB to the City, and the City now desires to lease a portion of the PSB from OVFR;

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants contained herein, it is agreed as follows:

III. DEFINITIONS

Capitalized terms used herein shall have the meanings given them in this Lease.

1. Premises. The PSB includes an area assigned exclusively for use by OVFR (the "Fire Station"), an area assigned exclusively for use by the Orting Police Department (the "Police Station"), as well as common areas for use by both Parties, as described herein.

2. Areas.

2.1 Exclusive Use Areas: The City's Exclusive Use areas include the Police station and offices of the court. The approximate square footage for the Exclusive Use areas occupied by the City are 2,750 square feet; provided that the City and OVFR shall mutually and reciprocally have access to each other's Police and Fire offices respectively, within the Public Safety Building, for the exclusive purpose of operational communications and meetings between Police and Fire Departments and their respective employees but only to the extent that such meetings do not interfere with sleeping hours, except in the case of emergency. The parking area fenced in behind the police department shall be exclusively used by the police.

2.2 Common Areas: Common areas include ingress and egress to and from the building, lobby restrooms, power utility and computer server rooms, and the meeting room in the PSB. City has no right to unilaterally impose rules for the use of these areas by OVFR. In the event the City has a need to impose such a rule, the City may do so with the prior written approval of OVFR, which approval will not be unreasonably withheld or delayed, because they are non-exclusive and use will be shared with OVFR. The City has the right to install, operate and maintain a surveillance system in the common areas, and will make the surveillance equipment and recordings available to OVFR, upon request.

For detailed descriptions of the Areas identified herein see **Exhibit "A"**.

3. Material Breach. Material Breach shall mean failure, without legal excuse, to perform any promise which forms the whole or part of a contract. Material Breach also means any breach that is not cured by a Party within ninety (90) days of notice of said breach provided to that Party in writing.
4. Abandonment. Abandonment shall mean the surrender, relinquishment, disclaimer, or cession of property or of rights. Abandonment shall also be defined, specific to this Lease, as: a) a period of one hundred eighty (180) consecutive days or longer City ceases to use the Police Station portion of the Premises for the delivery of police services, or; b) the City governing body has determined that the Police station portion of PSB will no longer be used to deliver emergency services.
5. Arbitration. The Parties agree that any dispute submitted to arbitration is limited to arbitration in accordance with the following rules and procedures, unless other rules and procedures are agreed to by the Parties:

In the event of any dispute arising out of this Lease, the Parties hereto may mutually agree to submit such dispute to binding arbitration by one arbitrator in accordance with the rules then pertaining to Superior Court rules of Mandatory Arbitration (or its equivalent), except that the arbitration shall be conducted under the auspices of the arbitrator rather than the Superior Court and shall not be subject to the monetary limitations or restrictions on issues dealing with equitable, rather than legal considerations. The arbitration shall be commenced by delivery to the Party of a written demand for arbitration which shall include a statement of the basis of the dispute and the issues to be resolved through arbitration. Within five (5) business days of the delivery of such demand each Party shall designate a representative who is not an officer, employee or commissioner of the Parties. Those two representatives shall attempt to agree on the arbitrator. If, within ten (10) business days of the designation of the two representatives (or expiration of the time for designation of representatives, whichever occurs first), the two representatives have not reached agreement on the arbitrator, then either Party may, on five (5) business days written notice, request the presiding department of the Pierce County Superior Court to designate the arbitrator. The representatives may provide the presiding department of the Pierce County Superior Court with three (3) names each from which to select the arbitrator. The Court has the right to select an arbitrator not identified on either Parties' list. The arbitrator's fee shall be borne equally by the Parties during the course of the arbitration. However, the substantially prevailing Party, if any in the arbitrator's opinion, shall be entitled to reimbursement of such fees paid, as well as reasonable attorneys' fees incurred, as part of the arbitration award. The award rendered by the arbitrator shall be final and binding,

and judgment may be entered upon it in accordance with applicable law in Pierce County Superior Court.

6. Utility Costs. Utility Costs shall mean the Costs to OVFR for utility services provided to the Premises: all fees, taxes and charges billed to OVFR for water, sanitary and storm sewer, and electrical power utility.
7. Capital Improvements. Capital Improvements shall mean, and include, replacement, improvement or repair of any material portion of the Building Systems, Building Structure, or Non-Structural Component required for reasons of safety, operability or performance, but shall not include routine replacement or repair of parts or components as a result of ordinary wear and tear. Replacement of appliances shall be considered a Capital Improvement.
8. Building Systems. Building Systems shall mean and refer to collectively or in part, the PSB heating and air conditioning system, the plumbing systems, the fire protection system, and the electrical system.
9. Janitorial and Cleaning Services. Janitorial services and cleaning services shall have their ordinary meaning and shall include, by way of example and not limitation, replacement of light bulbs, paper towels, and toilet paper, cleaning of carpets and floor surfaces, cleaning of windows and window coverings, and broom cleaning of floor surfaces.
10. Term. Term shall mean the date this Lease commences January 1st, 2018 through December 31st, 2020. The Term is a 3 year period.
11. Laws. Laws shall refer to this Lease or any applicable laws, statutes, ordinances, regulations, rules, and other governmental requirements.

IV. AGREEMENT

12. Grant. OVFR hereby grants to City a Lease of those certain Premises in the PSB depicted on **Exhibit "A"** and described in Paragraph 2 above. In conjunction with this Lease, and as a condition thereof, OVFR grants to City a license for the term of this Lease to use the Exclusive Use Areas and Common Use Areas and assigned parking area upon the terms and conditions set forth herein. Upon the effective date of this Lease, all prior agreements between OVFR and City relating to use of the PSB shall be superseded by this Lease.
13. Purpose. City will have exclusive use of the Police Station portion of the PSB during the Term of the Lease and any extension thereof. The Police Station portion of the PSB shall be used only to provide Police and Court services and for activities associated therewith and shall be operated in a responsible and prudent manner during the entire Term of this Lease. No other use shall be made of the Premises except with the written consent of OVFR in its sole discretion. If City discontinues use of the Police Station for Police services, then OVFR will have the right to terminate this Lease in accordance with Section 15.2 herein.

14. Term/Termination/Extension.

14.1 Term. The Term shall commence on January 1, 2018, and terminate on December 31st 2020, subject to OVFR's right to terminate the Lease, as set forth below, and except as otherwise provided under the provisions of this Lease.

14.2 Termination. In the event of a Material Breach by the City, or in the event City abandons use of the Police Station portion of the PSB for the purposes specified herein, OVFR may terminate this Lease upon ninety (90) days written notice of termination. In the event of a Material Breach by OVFR, the City may terminate this Lease upon ninety (90) days written notice of termination.

15. Payment to OVFR.

15.1 Base Monthly Lease Fee. City agrees to pay, and OVFR agrees to accept, a \$35,750 annual lease fee to be paid in 12 monthly payments. The Base Monthly Lease Fee as set forth herein, is subject to annual CPI adjustments. The "Base Monthly Lease Fee" shall be thirty five thousand seven hundred fifty dollars (\$35,750), with any annual adjustment thereto, (collectively the "Base Monthly Lease Fee"), and shall be paid by the last day of each month for the month previous. Base Monthly Lease Fees and other amounts hereunder not paid within fifteen (15) days of the date when due shall bear interest from the date due at the rate of ten percent (10%) per annum.

15.2 Annual Adjustment. For the 3 year term of this agreement there will be no annual adjustment.

16. Waste. City shall not permit anything to be done on the Premises that would constitute waste or violate this Lease or any laws, statutes, ordinances, regulations, rules, and other governmental requirements (hereinafter "Laws").

17. Condition of Premises. City has inspected the Premises and having previously owned the PSB, is aware of their condition, and accepts them as they are, without representation or warranty by the OVFR.

18. Inspection and Access. City will allow OVFR or OVFR's agent free access at all reasonable times to the Police Station and Exclusive Use Areas for the purpose of inspection of City's performance of its obligations hereunder, and in the event City has failed to perform such obligations following any required cure period, for the purpose of taking all such action as may be reasonable, necessary or appropriate. OVFR agrees that it shall give reasonable advance notice of any entry upon the Premises for the purpose of taking action as set forth above. Except as provided in Section 20.5 of this Agreement, reasonable notice is defined as a minimum of twenty-four (24) hours' notice.

19. Utilities/Services.

19.1 Utility Costs. OVFR covenants that it will pay the applicable utility bills for those utility services included within the definitions of Utility Costs prior to delinquency. This responsibility to pay shall include all metering, hook-up fees or other miscellaneous charges associated with establishing, installing, and maintaining such utility or service contract in said Party's name. All electric

power utility costs accruing from and after the Lease commencement date shall be divided at 60% to OVFR and 40% to the City between the Parties accruing through the utility billing cycle. OVFR will invoice City no later than June 30th and November 30th for the electric utility costs accrued through PSE billing up to those dates. City agrees to reimburse OVFR for City's share of the electric utility costs, as invoiced to City by OVFR, within thirty (30) days (i.e. July 31st and December 31st), without offset, deduction, or demand by City. In the event either Party discovers an error in the amount invoiced, such Party shall notify the other Party in writing of the error together with an explanation of why the amount invoice was in error. The Parties agree to work cooperatively to resolve any such errors and may submit the matter to arbitration if the Parties cannot mutually agree upon a resolution within ninety (90) days of such notice.

19.2 Solid Waste and Recyclables Collection. OVFR shall be responsible for all bills associated with providing solid waste and recyclables services to the Police Station. All water, sewer and storm sewer costs accruing from and after the Lease commencement date shall be divided equally between the Parties accruing through the billing cycle. OVFR will invoice City no later than June 30th and November 30th for the costs accrued through billing up to those dates. City agrees to reimburse OVFR for City's share of the costs, as invoiced to City by OVFR, within thirty (30) days (i.e. July 31st and December 31st), without offset, deduction, or demand by City. In the event either Party discovers an error in the amount invoiced, such Party shall notify the other Party in writing of the error together with an explanation of why the amount invoice was in error. The Parties agree to work cooperatively to resolve any such errors and may submit the matter to arbitration if the Parties cannot mutually agree upon a resolution within ninety (90) days of such notice. Parties will share in the cost of any taxes assessed by the County to OVFR for sanitary and storm sewer costs.

19.3 Telecommunications/Internet/Cable Services. City shall be responsible for all costs associated with providing Internet/Cable Services service to the Police Station. The Parties may contract jointly for such services upon such terms and conditions as are mutually agreeable to the Parties. City is responsible for the repair and maintenance of phone/voicemail server, phones and phone lines. City is responsible for the monthly CenturyLink or other service bill for local and long distance calls. City will be responsible for costs associated with adding additional phones and phone lines or moving phone connections.

19.4 Janitorial and Cleaning Services. Except as otherwise provided herein, City shall be responsible for all costs associated with providing janitorial and cleaning services for the Police Station and lobby bathrooms.

19.5 Indemnity – Utilities. Notwithstanding anything to the contrary in Sections 6, 21 or 25 of the Lease, the Parties agree that each entities officials, officers, employees, and contractors shall not be liable for a personal injury or property damage that may be sustained by one another's employees, agents, licensees, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak

or flow from or into any Party of the Premises, or from the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises or the PSB, except to the extent that such damage or loss is caused by either Parties' gross negligence or willful misconduct. OVFR makes no representations or warranties with respect to the Building Systems and City shall have no right to terminate this Lease or withhold Base Monthly Lease Fee because of the same.

20. Maintenance/Repair/Replacement.

- 20.1 OVFR Maintenance Obligations. Except as may be otherwise provided herein, OVFR shall be responsible for the Maintenance of the Premises and the costs thereof.
- 20.2 Maintenance of Premises. Notwithstanding the foregoing, the City shall be responsible, at its sole cost and expense, for all routine maintenance to the Exclusive Use areas including, but not limited to, the landscaping associated with and adjacent to the Exclusive Use areas, provided that, in the event the OVFR determines that any item of routine maintenance has not been completed by the City, it shall so notify the City, which shall have thirty (30) days to cure any such alleged defect in maintenance. Routine maintenance shall not include any maintenance, repair, or replacement of exterior elements or structural elements of the Premises, or remodeling, but shall include but not be limited to the following: all janitorial and custodial work, periodic cleaning of carpets, minor plumbing and electrical repairs and parts replacements, window washing, interior painting, and other tasks needed to reasonably maintain the building in the condition of the Premises as they existed on the date of this Lease. For purposes of this paragraph, the term "minor plumbing and electrical repairs and parts replacement" shall mean work or parts costing less than Two Thousand Dollars (\$2,000); provided, however, that the City's total liability for such work shall be limited to Fourteen Thousand Dollars (\$14,000) annually.
- 20.3 Repair or Replacement. OVFR shall be responsible for the repair or replacement of any part of the Building System as defined in Section 8 that is in need of repair or replacement because it: (A) exceeds its useful life, or; (B) is damaged by activities of OVFR.
- 20.4 City Obligations. City agrees, and shall at all times at its sole cost and expense, keep the interior space of the Police Station in a good, clean, and safe condition free from unreasonable hazards, and in compliance with all applicable Laws. City shall be responsible for the cost to OVFR of any repair or replacement of any part of the Building Systems, as defined in Section 8, damaged or destroyed by the negligent acts of City, its officers, officials, employees, volunteers, agents, invitees and licensees. There may be disagreement regarding repairs and whether there are negligent acts. The Parties agree to work cooperatively to resolve any such disagreements and may submit the matter to Arbitration, as defined in Section 5, if the Parties cannot mutually agree upon a resolution within ninety (90) days of such notice.

20.5 OVFR Entry. OVFR may enter the Police Station and common areas at all reasonable times to maintain and make repairs to the Police Station and Premises, (so long as said repairs do not cause the use of the Premises for City to be changed and such entry shall be deemed or construed to be an eviction of City). Except in the case of an emergency, any request by the OVFR to make repairs shall be with at least thirty (30) days prior notice and full explanation of what repairs and/or additions to the Police Station Premises are contemplated and shall also be in compliance with all other applicable terms and conditions of this Lease. In the event of proposed entry by OVFR to make alterations or improvements the Mayor and/or Council shall have a right to participate in any such decision making prior to work commencing.

20.6 Duty to Repair. In the event that City presents a written request for repair(s) to or replacement of any part of the Building System, as defined in Section 8, that OVFR has an obligation herein to repair, OVFR shall begin to make said repairs within a reasonable time not to exceed thirty (30) days; provided that, if the repairs cannot reasonably be commenced and completed with such time period, the Parties may mutually agree upon a later time period. If OVFR disputes its obligation to make repairs or the Parties dispute the timing, manner or method of making the repairs, and the Parties are unable to mutually agree upon a resolution of the dispute, either Party may submit the matter to arbitration within ninety (90) days of the notice of the dispute. Arbitration to be conducted as specified herein at Section 5.

21. Alterations and Improvements.

21.1 Structural Alterations. The City will make no alterations, additions, or improvements in or to the Police Station which affect the structural integrity of the Building without the prior written approval of OVFR, which approval will not be unreasonably withheld or delayed. OVFR may impose such conditions as it deems reasonably necessary and appropriate in approving any structural alterations or improvements including, without limitation, requiring insurance against liabilities that may arise out of such work or requiring security for payment of all costs arising out of such work. All alterations, additions and improvements made by the City shall be performed at the City's cost, and shall, upon the expiration or earlier termination of the Lease, become the property of OVFR. The City agrees that, on termination of the tenancy created hereunder, all improvements on the Premises, except trade fixtures that can be removed without damage to the Premises, shall remain in place and becomes the property of OVFR.

21.2 Non-Structural Alterations. The City shall be entitled to make any and all non-structural alterations, additions or improvements in or to the Police Station with OVFR's prior approval, which shall not be unreasonably withheld. All alterations, additions, and improvements made by the City shall be performed at the City's cost, and shall, upon the expiration or earlier termination of the Lease, become the property of OVFR. The City agrees that, on termination of the tenancy created hereunder, all improvements on the Premises, except trade fixtures that can be removed without damage to the Premises, shall remain in place and becomes the property of OVFR.

21.3 Trade Fixtures. All trade fixtures installed by the City, including but not limited to, shelving, portable partitions and portable cabinets, equipment, appliances, computers and access lines, shall remain the property of the City and may be removed on or before the termination of this Lease. If not removed by the City, such items shall become the property of the OVFR upon expiration of this Lease. Kitchen cabinetry and appliances, storage cabinetry and telecommunication equipment, all of which were installed as part of the original construction of the PSB, shall remain the property of OVFR and cannot be removed.

22. Assignment or Sublease. The City may not assign this Lease nor sublet the whole or any part of the Premises or otherwise transfer any interest in this Lease or the Premises without in each case first obtaining OVFR's prior written consent, which consent shall not to be unreasonably withheld or delayed. It is further provided that, this Lease may not be assigned without the Assignee filing or establishing with OVFR the insurance certificates as required pursuant to this Lease.

23. Taxes. The City agrees to pay and save OVFR harmless from any tax, assessment, or other governmental charge of any kind imposed on OVFR by sole reason of this Lease. The City will furnish to OVFR, within fifteen (15) days after the applicable due date, official receipt of the appropriate taxing authority or other proof satisfactory to OVFR evidencing the payment of any tax. The City will pay, prior to delinquency, all personal property taxes assessed against personal property of the City located on the Premises. In the event it becomes necessary for the City to pay the taxes or obligations that are the obligation of OVFR, the City retains a right to be reimbursed for all payments made within no later than thirty (30) days. In the event payment by OVFR is not forthcoming within thirty (30) days of payment by the City, arbitration may be initiated.

24. Hold Harmless and Indemnity/Insurance.

24.1 All personal property on the Premises shall be at the sole risk of the property owner or Party responsible for such property. OVFR, its employees and agents shall not be liable for any injury to or death of any person, or damage to property, sustained or alleged to have been sustained by the City or others as a result of any condition (including future conditions) in the Police Station; except to the extent caused by the OVFR or its agents', invitees', or employees' negligent or intentional acts. Similarly the City, its employees and agents shall not be liable for any injury to or death of any person, or damage to property, sustained or alleged to have been sustained by OVFR or others as a result of the common areas and parking areas of the Premises becoming out of repair or due to the happening of any accident from whatsoever cause in and about the Premises except to the extent caused by the City's or its agents', invitees', or employees' negligent or intentional acts.

The City, its employees and agents shall not be liable for any injury to or death of any person, or damage to property, sustained or alleged to have been sustained by OVFR, the City or others as a result of any condition (including future conditions) in the Fire Station.

The City agrees to indemnify, defend, and hold OVFR, and its respective employees and agents, harmless from any and all claims, liabilities, losses, damages, actions, costs and expenses of any kind (including reasonable attorneys' fees) arising out of the City's use of the Premises or the conduct of its business on the Premises, except to the extent such loss or damage resulting from the sole negligence of the OVFR or a breach of the terms of this Lease by OVFR. OVFR agrees to indemnify, defend, and hold the City, and its respective employees and agents, harmless from any and all claims, liabilities, losses, damages, actions, costs and expenses of any kind (including reasonable attorneys' fees) arising out of OVFR's use of the Premises or the conduct of its business on the Premises, except to the extent such loss or damage resulting from the sole negligence of the City or a breach of the terms of this Lease by City. The terms of this Section shall survive any expiration or termination of this Lease.

FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS AGAINST THE INDEMNIFIED PARTY UNDER SUCH INDEMNIFICATION PROVISION, THE INDEMNIFYING PARTY SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE INDEMNIFICATION OBLIGATION UNDER THIS SUBCONTRACT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD-PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

THE PARTIES EACH ACKNOWLEDGE BY ITS EXECUTION OF THIS LEASE THAT EACH OF THE INDEMNIFICATION PROVISIONS OF THIS LEASE (SPECIFICALLY INCLUDING BUT NOT LIMITED TO THOSE RELATING TO WORKER'S COMPENSATION BENEFITS AND LAWS) WAS SPECIFICALLY NEGOTIATED AND AGREED TO.

City Initials _____

OVFR Initials _____

Insurance. The City shall maintain, at all times during the term of this Lease, comprehensive general liability insurance with a responsible insurance company, licensed to do business in the state of Washington and satisfactory to OVFR, properly protecting and indemnifying OVFR with single limit coverage of no less than Three Million Dollars (\$3,000,000) for injury to or death of persons and for property damage. During the Term, the City shall furnish OVFR with a certificate or certificates of insurance, in a form acceptable to OVFR, evidencing coverage required by this Lease. Any deductible and/or self-insured retention shall be the sole responsibility of the City. To the extent of the City's negligence as herein assumed, the City's liability coverage shall be primary coverage as respects the OVFR, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by OVFR, its officers, officials, employees, and agents shall not contribute with the City's coverage or benefit the City in any way. The City shall furnish OVFR with certificates of coverage.

OVFR shall maintain, at all times during the term of this Lease, comprehensive general liability insurance with a responsible insurance company, licensed to do business in the State of Washington and satisfactory to the City, properly protecting and indemnifying the City with single limit coverage of no less than Three Million Dollars (\$3,000,000) for injury to or death of persons and for property damage. During the Term, the OVFR shall furnish the City with a certificate or certificates of insurance, in a form acceptable to the City, covering such insurance so maintained by OVFR. Any deductible and/or self-insured retentions shall be the sole responsibility of OVFR. To the extent of OVFR's negligence as herein assumed, OVFR's liability coverage shall be primary coverage as respects the City, its officers, officials, employees, and agents. OVFR shall furnish the City with certificate(s) of coverage.

25. Liens. The City agrees to keep the Premises described herein free and clear of all liens and charges whatsoever. The City shall not allow any mechanics' and materialmen's or other liens to be placed upon the leased Premises. If such a lien is placed or recorded, the City shall cause it to be discharged of record, at its own expense, upon OVFR's demand. .
26. Management. The Parties each agree to do all things reasonably required to provide for safe and efficient management and supervision of the Premises in accordance with all Laws and encumbrances upon the property.
27. Attorneys' Fees. If either Party to this Lease brings an action before any court or arbitrator to enforce or obtain a declaration of its rights under any provision of this Lease, reasonable attorneys' fees shall be awarded to the substantially prevailing Party in such litigation or arbitration.
28. Successors-in-Interest. The terms, provision, covenants, and conditions contained in this Lease, shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their respective successors in interest and legal representatives except as otherwise herein expressly provided.
29. Observance of Laws and Regulations. The Parties agree to keep the Premises in a clean and safe condition and to comply with and all Laws, including, without limitation, all police,

sanitary and safety laws, and all applicable regulations and ordinances of all governmental bodies having authority over the Premises or any activity conducted thereon including but not limited to those pertaining to storm water, odor and dust emission and to hold one another harmless against all costs, fees, fines, or damages which it may incur by reason of any charge that there has been a violation thereof.

30. Damage or Destruction; Condemnation.

30.1 Damage or Destruction. In the event any part of the Premises is damaged, each Party shall give immediate written notice thereof to the other Party, and shall clear and dispose of any debris resulting from such damage or destruction.

30.2 Condemnation. In the event all or any part of the Premises is taken or appropriated under the power of eminent domain during the Lease Term, this Lease shall continue with respect to any portion of the Premises not so taken, and rent shall be reduced to fairly and accurately reflect the value of the Premises so taken. If the entire building or that portion leased by the City is condemned, the City shall have no further obligation to pay OVFR monthly Lease or Utility Costs or any other fees or costs as set forth herein. OVFR reserves all rights to the compensation awarded for any such taking and the City assigns to OVFR all of the City's right, title and interest for any such compensation; provided, however that the City shall be entitled to submit a separate claim for its relocation expenses.

31. Signs. All signs or symbols placed on or about the Premises by the City shall be in compliance with all Laws and subject to the approval of OVFR, which shall not be unreasonably withheld. OVFR agrees to allow the City, or its successors in interest, to place station identification sign(s) so long as the City or its successors comply with all existing sign ordinances. Any signs so placed on the Premises shall be so placed upon the understanding and agreement that the City will remove the same at the termination of this Lease and repair any damage or injury to the Premises caused thereby and, if not so removed by the City, then OVFR may have the same so removed at the City's expense.

32. Invalidity of Particular Provision. It is the intention of the Parties that each term or provision of this Lease be enforceable to the fullest extent permitted by law. If any term or provision of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease and the application of such term or provision to any person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

33. Entire Agreement; Amendments. This Lease constitutes the complete agreement between OVFR and the City regarding the Premises. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Lease shall be valid and effective unless evidenced by an agreement in writing signed by the party to be bound.

34. Waiver. No word, act, or omission of OVFR shall be deemed to be a waiver of any default or non-compliance by the City under the terms of this Lease or of any right of OVFR hereunder or of any notice given by OVFR for any period or periods after a default or non-compliance by the City hereunder shall not be deemed a waiver of such default, no waiver

by OVFR of any default or non-compliance hereunder by the City shall be construed to be or act as a waiver of any subsequent default or non-compliance by the City.

35. Notices. All notices required under this Lease may be given by personal delivery or by certified or registered mail at the following addresses:

a. OVFR: ORTING VALLEY FIRE & RESCUE
PO BOX 386
ORTING, WA 98360

b. CITY: CITY OF ORTING
PO BOX 489
ORTING, WA 98360

36. Time of the Essence. Time is of the essence in the performance of City's obligations hereunder.

37. Failure to Surrender/Holdover. Except as provided below, if the City fails to surrender the Premises on the expiration or termination of the Lease Term, the City shall pay OVFR monthly rent in an amount equal to one hundred twenty-five percent (125%) of the then rental rate hereunder, plus utilities, and shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either Party. Nothing contained herein shall constitute the consent of OVFR to the holding over of the City after the expiration or termination of this Lease. In the event that OVFR and the City are in good faith negotiations over a new lease after expiration of the Lease without renewal, the Lease Term shall be deemed extended for so long as the Parties continue in good faith negotiations. Either Party may terminate such good faith negotiations upon thirty (30) days written notice to the other Party. Upon such termination any continued occupancy of the Police Station by the City shall be considered a holder-over tenancy.

38. Brokers. OVFR and the City each represent that it is not represented by a broker, agent or finder with respect to this Lease. Each Party agrees to indemnify and hold the other Party harmless against any liability, cost, damages, or proceedings instituted by any broker, agent or finder claiming through, under or by reason of the conduct of the indemnifying Party in connection with this Lease.

39. No Partnership. OVFR is not a partner or a joint venture with the City in connection with the business carried on under this Lease and shall have no obligation with respect to the City's debts or other liabilities hereunder.

IN WITNESS WHEREOF, the Parties hereto have, caused this Lease to be executed by their proper officers thereunto authorized as of the date of this Lease.

CITY: CITY OF ORTING

By: _____
Its: Mayor JOACHIM PESTINGER

OVFR: ORTING VALLEY FIRE & RESCUE

By: _____
Its: Commission Chair SHAWN MAHONEY

By: _____
Its: Commission Vice-Chair MARGARET O'HARRA BUTTZ

By: _____
Its: Commissioner ARLENE DANNET

By: _____
Its: Commissioner RICHARD MEEK

By: _____
Its: Commissioner TOM MARINO

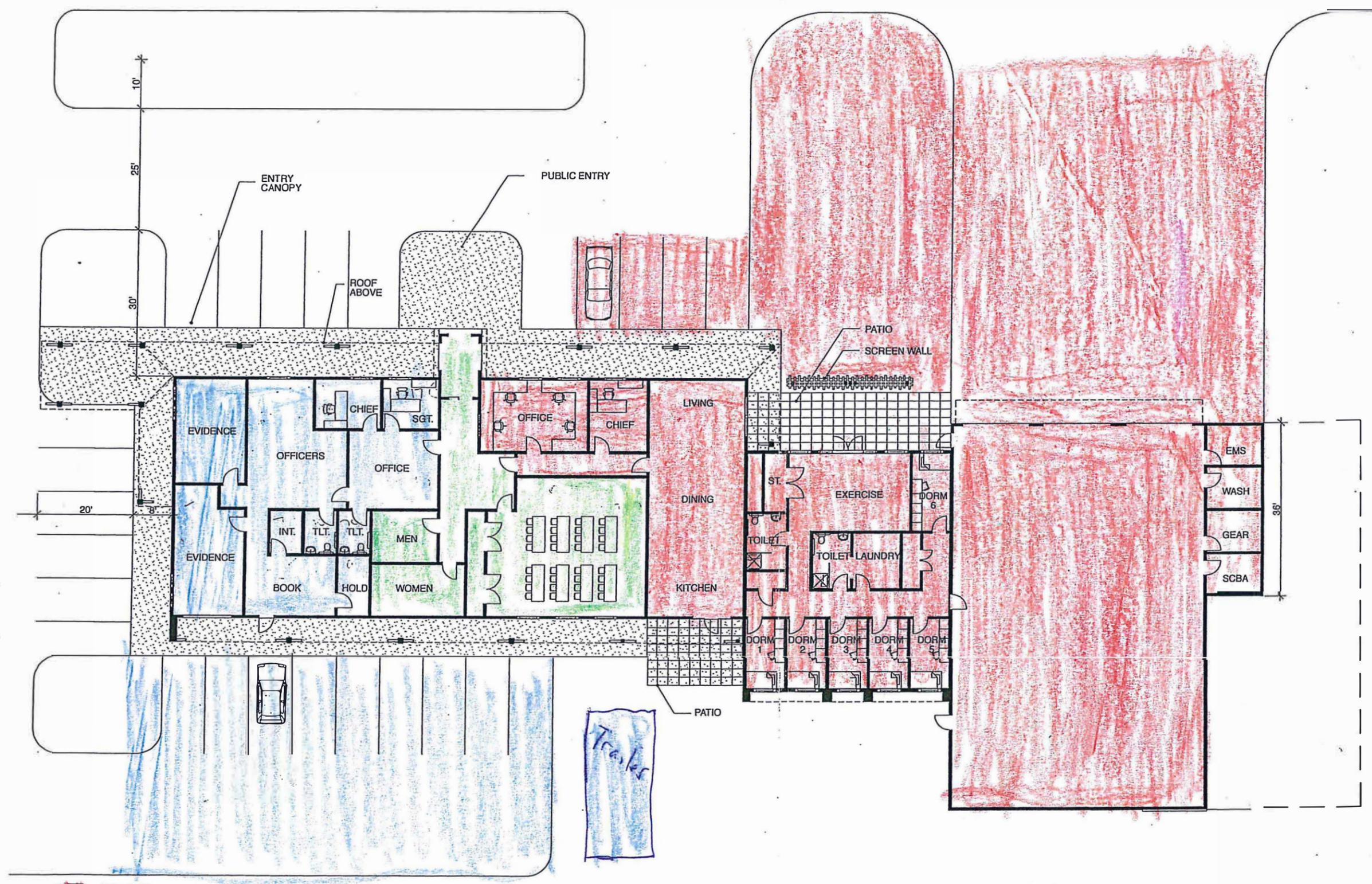
Exhibit "A"
Description of Premises

LAWHEAD ARCHITECTS P.S.

City of Orting

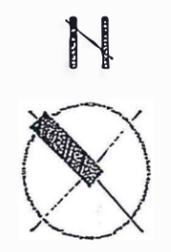
Public Safety Building

Floor Plan



- FIRE
- COMMON
- POLICE

Floor Plan



4/27/06



**City Of Orting
Council Agenda Summary Sheet**

AB17-105 SUBJECT: Purchase of commercial property located at 102 Bridge St. S. Orting, WA for the amount of \$_____ to be used for the future construction of City facilities.	Agenda Item #:	AB17-105
	For Agenda of:	12/13/17
	Department:	Administration
	Date Submitted:	12/06/17

Orting Staff & Professional Representatives		
Mayor, Joachim Pestinger		Cost of Item: \$ _____
City Administrator, Mark Bethune		Amount Budgeted: \$ _____
City Attorney, Charlotte Archer		Unexpended Balance: \$ _____
City Clerk, Jane Montgomery		Timeline:
City Treasurer, Scott Larson		
Police Chief, Bill Drake		BARS:
Public Works, Dean.Kaelin		
Recreation and Parks, Beckie Meek		
Municipal Court, Kaaren Woods		
Parametrix, JC Hungerford		
BHC Consultants, Roger Wagoner		
		Fiscal Note: The purchase expense will be divided amongst the general fund 75%; Wastewater Fund 10%, Water Fund 6%, Stormwater fund 5%, Street Fund 2%, Parks Fund 2%.

Agenda Placement: Mayor Councilmember Committee Chair City Administrator

Attachments: Purchase and Sale Agreement

SUMMARY STATEMENT:
The Fire District indicated to the city in 2016 that they would need more space in the public safety building to be able to meet service demand and started a process to purchase the public safety building from the city. The City Council agreed to this purchase with a planned closing by 12/31/17. The City Council plans to enter into a lease agreement with the district to maintain current police, court and commission use of the public safety building for up to 3 years. It is necessary that the city begin now to find and purchase land for the purpose of building new police, court, and council chambers. The city hired Helix Architects in 2017 to study potential sites and propose costs for construction of facilities. Helix reported to the Council that the best site for new city facilities would be the current property under consideration.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: MOTION: To authorize the Mayor to execute the attached Purchase and Sale Agreement for the purchase of real property for \$_____ in a form and format substantially similar to that which is attached, and other documents required to effectuate the purchase.

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is made between the City of Orting (“Buyer”) and Jacqueline A. McMahon (“Seller”).

RECITALS

A. Seller is the owner of a parcel of land located in Pierce County, Washington, commonly described as 102 Bridge Street S, in the City of Orting, and the legal description of which is:

Pierce County Tax Parcel No. 0519326010

Section 32 Township 19 Range 05 Quarter 21 : L 2 OF S P 95-08-15-0113 TOG/W EASE & RESTRICTIONS OF REC OUT OF 2-122 SEG H-0328 JU 10/6/95JU

B. Buyer wishes to purchase the Property for its use for a municipal purpose. Buyer will exercise its powers of eminent domain, condemn the property and acquire it if necessary through that process.

C. Seller, under threat of condemnation, wishes to sell the Property, but will require possession and use of it through _____ 201_____.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and the mutual covenants herein contained, Buyer and Seller agree as follows:

- Sale of the Property.** Seller shall sell and convey to Buyer, under threat of condemnation, and Buyer shall purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, all of Seller’s interest in the Property, which shall include: the land, together with any easements, appurtenances, rights, privileges, reversionary rights, and improvements thereunto belonging or appurtenant to the Property; all timber and plants now in or on the Property; all right, title and interest of Seller in and to all alleys or strips of land, if any, lying adjacent to the Property; all utilities serving the Property; all right, title, and interest of Seller in and to all rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, or avenue, open or proposed, in, on, across, in front of, abutting, or adjoining the Property. Said Property is legally described as:

Section 32 Township 19 Range 05 Quarter 21 : L 2 OF S P 95-08-15-0113 TOG/W EASE & RESTRICTIONS OF REC OUT OF 2-122 SEG H-0328 JU 10/6/95JU.

- 1.1 **Flooring and Weight Scale.** Seller shall retain ownership of wood flooring and the weight scale located within the “feed store” building on the Property. Seller shall remove said flooring, at Seller’s own cost, no later than sixty (60) days after the Closing Date identified in Section 4. Buyer shall grant Seller reasonable access to the Property for the removal of the flooring, upon request. Seller shall defend, indemnify and hold the Buyer, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the removal of the flooring.

2. **Purchase Price.** The purchase price to be paid by Buyer to Seller shall be _____ AND NO/100 DOLLARS (\$_____.00) (“Purchase Price”).

3. **Payment of the Purchase Price.** On or before the Closing Date identified in Section 4 below, Buyer shall deposit with _____ the entire amount of the Purchase Price owing to Seller, as adjusted for any amounts to be charged or credited against the Purchase Price in accordance with this Agreement.

4. **Closing.** The closing (“Closing”) shall occur at the offices of _____ in _____, Washington (“the Escrow Agent”) on or before _____. The Closing shall occur when the deed to Buyer is recorded and the Purchase Price is delivered to the Escrow Agent for delivery to Seller.

5. **Conditions to Buyer’s Obligations.**
 - 5.1 **Due Diligence Period.** As used herein, the term “Due Diligence Period” means the period ending on the date that is twenty (20) days from the date of execution of this Agreement by all parties. Buyer may waive all or part of this Due Diligence Period by providing Seller written notice of such waiver. Any such waiver shall not affect any of Seller’s rights or Buyer’s obligations under this Section 5.

 - 5.2 **Inspection of the Property.** Buyer’s inspection and approval, in its sole and absolute discretion, of the physical condition of the Property (the “Property Inspection”), including, without limitation, conducting soil tests (including borings), toxic and hazardous waste studies, surveys, engineering, historical use, traffic, and access studies, structural studies, and review of zoning, subdivision, fire, safety, and other compliance matters. If the Property Inspection indicates, in Buyer’s sole and absolute discretion, that the Property is not suitable for Buyer’s intended purposes, the provisions of Section 5.4 shall apply.

 - 5.3 **Condition of Property.** Except as otherwise set forth herein, Seller makes no express or implied representations or warranties in connection with the Property. Buyer shall accept the Property on the Closing Date in its existing condition as of

such date, "AS IS, WHERE IS" and "WITH ALL FAULTS." Buyer hereby acknowledges that it will make its own investigations. Buyer has been advised to investigate the condition and suitability of all aspects of the Property and all matters affecting the value or desirability of the Property, including, but not limited to, potential environmental hazards.

5.4 The Buyer's Right to Terminate. If the conditions set forth in Section 5.2 of this Agreement are not satisfied in Buyer's sole and absolute discretion, the Buyer shall have the right to terminate this Agreement by sending written notice within the Due Diligence Period to Seller and Escrow Agent ("Termination Notice").

5.5 Title and Survey Objections. At Closing, Seller shall furnish and Buyer shall pay for an A.L.T.A. standard coverage owner's policy of title insurance issued by _____, with offices at _____, Washington, containing no exceptions except the "Permitted Exceptions," which are: (i) a lien to secure payment of real estate taxes with respect to the Property and Right of Way Property not yet delinquent; (ii) matters affecting title to the Property created by or with the written consent of Purchaser; (iii) those exceptions which are approved by Purchaser or are deemed approved pursuant to this Section 4; and (iv) rights reserved in federal patents or state deeds, building or use restrictions general to the district, existing easements, and building or zoning regulations.

Within ten (10) days of the date of last signature to this Agreement, Seller shall deliver to Purchaser a preliminary commitment for title ordered from - _____ together with clear, complete and legible copies of the instruments, if any, evidencing the special exceptions contained in Schedule B of the Commitment (the "Commitment"). Purchaser shall have ten (10) days to review the title condition and approve the same or to report to Seller by written notice ("Disapproval Notice") any deficiencies not acceptable to Purchaser. If Purchaser does not notify Seller, in writing as provided herein of its satisfaction or dissatisfaction with title, any exceptions shall be deemed accepted by Purchaser.

Seller shall determine within five (5) days from Seller's receipt of a Disapproval Notice from Purchaser whether Seller will arrange for the elimination or amelioration of the disapproved exceptions at or prior to Closing. If Seller is unable or unwilling to arrange for the elimination of all disapproved exceptions, Seller shall, prior to the end of such 5-day period, give written notice thereof to Purchaser ("Inability Notice"), specifying which disapproved exceptions Seller is unable or unwilling to eliminate. Notwithstanding any other provision of this Section 4.5, the condition of title shall not include, and Seller shall remove at or before Closing, and shall cause the Property to be delivered free and clear of, any lien encumbering the Property that secures the payment of money, such as mechanic's and materialman's liens and the liens of deeds of trust and mortgages (except such as have arisen through the acts or omissions of Purchaser). If Seller has not timely given an Inability Notice, Seller shall be obligated to eliminate from title at or prior to Closing all title exceptions disapproved by Purchaser.

If Seller shall give an Inability Notice to Purchaser, Purchaser shall have the right by giving written notice delivered to Seller and Escrow Holder within two (2) business days from Purchaser's receipt of the Inability Notice either: (i) to waive its prior disapproval, in which event said disapproved exceptions shall be deemed approved by Purchaser without deduction from or offset to the Purchase Price; or (ii) to terminate this Agreement, in which event all rights and obligations of the parties hereunder shall terminate except those stating that they shall survive termination of this Agreement. If Purchaser shall have failed to make a timely election, Purchaser shall be deemed to have elected to terminate this Agreement.

5.6 **Waiver.** Buyer's election to proceed to Closing, subject to and in accordance with this Agreement, shall be an acknowledgment by Buyer that Buyer and Buyer's agents have had access to all documents and information relating to the Property as Buyer deemed necessary to complete the Due Diligence Review and make its own independent investment decision to acquire the Property; provided, however, that the foregoing shall not be in derogation of any other rights or remedies of Buyer under this Agreement.

6. **Conditions to Seller's Obligations.** The obligations of Seller pursuant to this Agreement are subject to satisfaction of each of the following conditions as of the time of Closing:

6.1 Buyer shall have complied in all material respects with all of the terms, covenants, and conditions hereof to be complied with on the part of Buyer, including but not limited to the delivery to Seller of the Purchase Price payable hereunder, as adjusted as herein provided; and

6.2 All representations and warranties of Buyer in this Agreement shall be true and correct at the time of Closing as if made at such time.

6.3 If Seller's conditions listed above have not been satisfied to the sole satisfaction of Seller or waived in writing by Seller, and provided Seller is not in breach of this Agreement, Seller shall be entitled to terminate this Agreement and to pursue its remedies under Section 14.2 of this Agreement.

7. **Closing.**

7.1 **Time and Place.** Provided that all the conditions set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in Section 4 of this Agreement.

7.2 **Documents to be Delivered by Seller.** For and in consideration of, and as a condition precedent to, the payment to Seller of any of the Purchase Price, Seller shall deliver to Buyer at the Closing the following documents, duly executed and acknowledged where required:

- 7.2.1 **Deed.** Statutory warranty deed (“Deed”).
- 7.2.2 **Title Documents.** Such other documents as shall be reasonably required by the title company, if any, as a condition to its insuring Buyer’s good and marketable fee simple title to the Property free of any exceptions, other than those exceptions that have been waived by Buyer in accordance with Section 5.5 above.
- 7.3 **Delivery by Buyer.** Buyer shall deliver the Purchase Price along with Excise Tax affidavits reflecting that the purchase and sale is under threat of condemnation.
- 7.4 **Payment of Costs.** Buyer shall all costs incurred with respect to the consummation of the purchase and sale of the Property. Notwithstanding the foregoing, the Buyer shall pay: (i) the real estate excise tax, if any, and all transfer, sales, and documentary stamp taxes or similar charges incidental to the conveyance of title to the Property to Buyer; (ii) the full cost and expense of the escrow fee, if any; and (iii) the full cost and expense of recording the Deed and any other recordable instrument related to the transaction and the costs for title insurance.
- 7.5 **Real Property Taxes.** Buyer shall pay at Closing any taxes due or to become due with respect to the Property for the period up to the Closing Date.
- 7.6 **Cost Prorations.**
- 7.6.1 General real estate taxes, ad valorem taxes, assessments, and personal property taxes for the calendar year in which the Closing occurs shall be prorated to the Closing Date, with Buyer paying taxes accrued on the Closing Date;
- 7.6.2 Utility charges, if any, shall be prorated as of the Closing.
8. **Seller’s Representations and Warranties.** Seller hereby makes the following representations and warranties, which representations and warranties shall be deemed made by Seller to Buyer also as of the Closing Date.
- 8.1 **Parties in Possession.** To the best of Seller’s knowledge, there are no parties, other than the parties to this Agreement, who have a right to possession of all or any portion of the Property, and there are no leases or licenses affecting the Property.
- 8.2 **Condemnation; Access.** To the best of Seller’s knowledge, there is no condemnation or similar proceeding affecting the Property. The Property has full and free access from adjoining public highways, streets or roads, and to the best of Seller’s knowledge, there is no governmental proceeding which would impair or curtail such access.
- 8.3 **Compliance with Law.** Seller has not received nor is it aware of any notification from any governmental authority requiring any work to be done on the Property or advising of any condition (including, without limitation, hazardous substances, or wastes) which would render the Property unusable or affect the usability of the

Property or any part thereof for the purposes of Buyer.

- 8.4 **Foreign Person.** Seller is not a foreign person and is a “United States Person” as such term is defined in Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the “Code”) and shall deliver to Buyer prior to the Closing an affidavit evidencing such fact and such other documents as may be required under the Code.
- 8.5 **Mechanics’ Liens.** No labor, material, or services have been furnished in, on, or about the Property or any part thereof as a result of which any mechanics’, laborers’, or materialmen’s liens or claims might arise.
- 8.6 **Litigation.** There is no litigation pending, or threatened, which would constitute a lien, claim, or obligation of any kind on the Property, affect the use, ownership, or operation of the Property or otherwise adversely affect the Property. For purposes of this clause, litigation includes lawsuits, actions, administrative proceedings, governmental investigations, and all other proceedings before any tribunal having jurisdiction over the Property.
- 8.7 **Hazardous Substances.** To the best of Seller’s knowledge, the Property is not in violation of any law, ordinance, rule, or regulation relating to the environmental conditions on the Property. To the best of Seller’s knowledge, there is no hazardous waste or other substance, including but not limited to, those that would be a hazardous waste, material or substance, toxic substance or pollutant, as defined under the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 *et. seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 *et. seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et. seq.*; the Clean Water Act, 42 U.S.C. Section 1251 *et. seq.*; the Washington Environmental Policy Act, RCW Ch. 43.21; the Washington Water Pollution Control Act, RCW Section 90.48.010 *et. seq.*; the Washington Hazardous Waste Management Act, Ch. 70.105 RCW; the Washington Model Toxics Control Act, Ch. 70.105D RCW; and the regulations promulgated thereunder or under any applicable local or state environmental ordinance, statute, law, or rule on the Property. Further, to the best of Seller’s knowledge: (i) there has been no release, spill, leak, discharge, emission, leak, or disposal of hazardous substances on the property, (ii) there are no substances or conditions, in or on the Property or any other parcels of land which may affect the Property or use thereof which may support a claim or cause of action under any federal, state, or local environmental statute, regulation, ordinance, or other environmental regulatory requirements and (iii) there is no asbestos, PCBs, or underground storage tank located on the Property or which have been removed therefrom.
9. **Covenants of Seller.** Seller covenants and agrees as follows:
- 9.1 From the date of this Agreement to the Closing Date, Seller will not allow any lien to attach to the Property or any part thereof, nor will Seller grant, create, or voluntarily allow the creation of, or amend, extend, modify, or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option, or other right affecting the Property or any part thereof without Buyer’s written

consent first having been obtained.

- 9.2 From the date of this Agreement to the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware affecting the Property or any part thereof promptly upon learning of the occurrence of such event.
- 9.3 Seller shall not enter into any leases, trust deeds, mortgages, restrictions, encumbrances, liens, licenses, or other instruments or agreements affecting the Property without the prior written consent of Buyer from and after the date of this Agreement.
- 9.4 From the date of this Agreement to the Closing Date, Seller will perform all of its monetary and non-monetary obligations under all indebtedness (whether for borrowed money or otherwise) and the liens securing same pertaining to the Property or any portion thereof, if any.
- 9.5 Seller shall maintain in force all policies of fire and other casualty and liability insurance maintained as of the date hereof with respect to the Property until the Closing Date.
- 9.6 In the event of a default by Seller in the performance of its obligations under this section, Buyer may, without any obligation to do so, upon five (5) days prior written notice to Seller and Seller's failure to cure said default prior to the expiration of said five (5) day period, cure such default and may offset the cost of doing so against the Purchase Price payable at Closing.
- 9.7 Seller hereby affirmatively agrees to waive and release the Buyer, and its agents, servants, successors, and administrators, from any and all claims, demands, and/or damages against the Buyer, both known and unknown, in law or in equity, relating to the real property at issue in this Agreement. THE SELLER HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Seller's Signature: _____ Date: _____

10. **Buyer's Representations and Warranties.**

- 10.1 **Status and Authority of Buyer.** Buyer is a duly organized and validly existing noncharter code city under the laws of the State of Washington that is in good standing and has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement to consummate the transaction contemplated hereby;
- 10.2 **Action of Buyer.** Buyer has taken all necessary action to authorize the execution, delivery, and performance of this Agreement and upon the execution and delivery of any document to be delivered by Buyer on or prior to the Closing Date, such document shall constitute the valid and binding obligation and agreement of Buyer, enforceable against Buyer in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws of general application affecting the rights and remedies of creditors;

- 10.3 **Authorizations and Consents.** Buyer has obtained all necessary authorizations and consents to enable it to execute and deliver this Agreement and as of the Closing Date, Buyer will have obtained all necessary authorizations and consents to enable it to consummate the transactions contemplated herein;
- 10.4 **No Violation of Other Agreements.** The compliance with or fulfillment of the terms and conditions of this Agreement will not conflict with, violate, or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any of Buyer's organizational documents or any contract or agreement to which Buyer is a party or by which Buyer is otherwise bound; and
- 10.5 **Litigation.** There are no pending or, to the knowledge of Buyer, threatened actions or proceedings against Buyer that, if determined adversely to Buyer, would materially adversely affect Buyer's ability to perform its obligations under this Agreement or that would enjoin or prevent the consummation of the Closing.
- 10.6 The representations and warranties made by Buyer in this Agreement shall be continuing and shall be deemed remade by Buyer as of the Closing Date with the same force and effect as if made on, and as of, the Closing Date and shall survive Closing.
11. **Event of Default.**
- 11.1 **Default by Seller.** If the Closing does not occur by reason of any default under this Agreement by Seller, Buyer may treat this Agreement as terminated, in which case all payments and things of value provided by Buyer hereunder shall be returned to Buyer.
- 11.2 **Default by Buyer.** If the Closing does not occur by reason of any default under this Agreement by Buyer, Seller may terminate this agreement. If Seller exercises its option to terminate this Agreement due to Buyer's default, Seller shall be entitled to reimbursement upon demand by Buyer of any expenses Seller has incurred with respect to the consummation of the purchase and sale of the Property as liquidated damages.
12. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party (collectively, "notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty four (24) hours after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given forty eight (48) hours after the deposit thereof in the United States mail. Each such notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Seller: Jacqueline A. McMahon
c/o _____

To Buyer: Joachim Pestinger, Mayor
City of Orting
110 Train Street SE
Orting, WA 98360

13. **Finders' or Brokers' Fees.** Each party warrants and represents to the other that it has engaged no broker or finder and has incurred no other commissions, finder's fees, or other monies due any other person or entity by virtue of this transaction.
14. **No Additional Representations and Warranties.** Except as set forth in this Agreement, Seller has made no representations or warranties whatsoever regarding this transaction or any fact relating thereto. Buyer is relying and will rely solely on Buyer's own inspections, tests, audits, studies, and investigations.
15. **Miscellaneous.**
 - 15.1 **Applicable Law.** This Agreement shall, in all respects, be governed by the laws of the State of Washington.
 - 15.2 **Further Assurances.** Each of the parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the parties hereto.
 - 15.3 **Modification or Amendment.** No amendment, change, or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.
 - 15.4 **Successors and Assigns.** All of the terms and provisions contained herein shall benefit and be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns.
 - 15.5 **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect.
 - 15.6 **Attorneys' Fees.** Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.
 - 15.7 **Headings.** The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the interpretation or construction of any term or provision hereof.
 - 15.8 **Counterparts.** This Agreement may be executed in counterparts, and each set of

duly delivered identical counterparts which includes all signatories shall be deemed to be one original document.

15.9 **Agreement Date.** For purposes of calculation of all time periods described in this Agreement, all phrases such as “the date of this Agreement” or “the date of execution of this Agreement” or any other like phrase referring to the date of the Agreement, shall mean and refer to the date of the last signature on this Agreement.

SELLER

BUYER

City of Orting

Jacqueline A. McMahon

By: _____
Joachim Pestinger
Mayor, City of Orting

Date: _____

Date: _____



**City Of Orting
Council Agenda Summary Sheet**

AB17-106 SUBJECT: Ordinance No. 2016-1020, 2017 Budget Amendments	Agenda Item #:	AB17-106
	For Agenda of:	12/13/17
	Department:	Finance
	Date Submitted:	12/13/17

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:	
City Treasurer, Scott Larson	X		
Police Chief, Bill Drake		BARS:	
Public Works, Dean Kaelin		Fiscal Note:	
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford			
BHC Consultants, Roger Wagoner			

Agenda Placement: Mayor Councilmember Committee Chair City Administrator

Attachments: Ordinance No. 2017-1020

SUMMARY STATEMENT:

001 General Fund: additional appropriations of \$916,000 requested due to: 1) payoff of PSB \$878,402.08; 2) Architect Design Services (Helix) \$20,000; 3) Developer Extension Expenses \$20,000 (offset by higher revenue)

201 PSB Debt Service Fund: Payoff of PSB loan \$878,402.08

202 and 203 Vehicle and Backhoe Debt Service Funds: These are pass-through funds used to account for these expenses. The request is for \$278,100 for Fund 202 and \$91,100 for Fund 203

320 Transportation Impact Fund: The bid that was approved for construction of the Two Way Turn Lane was approximately \$231,000 more than we budgeted for

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: MOTION: To adopt Ordinance No. 2017-1020, amending the 2017 Fiscal Budget and authorizing certain expenditures.

**CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2017-1020**

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, AMENDING THE 2017 BUDGET;
PROVIDING FOR APPROPRIATION AND EXPENDITURE
OF FUNDS RECEIVED IN EXCESS OF ESTIMATED
REVENUES; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, as required by law the City Council adopted the 2017 budget pursuant to Ordinance No. 2016-999; and

WHEREAS, the expenditures as classified and itemized in the adopted budget constitute the city's appropriations for the ensuing fiscal year provided that the budget ordinance may be amended by ordinance to provide for appropriation and expenditure of funds received in excess of the estimated revenues during the calendar year; and

WHEREAS, the City has received funds that are in excess of the estimated revenues for the 2017 budget year and desires to amend the 2017 budget to provide for the appropriation and expenditure of said funds;

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

Section 1. Amending Ordinance No. 2016-999 (2017 Budget Ordinance). That Ordinance No. 2016-999 adopting the 2017 budget shall be and is hereby amended to provide for the additional appropriations and expenditures of the unanticipated revenues in the amounts set forth below:

<u>Fund</u>	<u>Original Appropriation</u>	<u>Amendment Request</u>	<u>Total Amount</u>
001, General Fund	\$3,330,000	\$916,000	\$4,246,000
201, PSB Debt Service Fund	\$98,600	\$879,000	\$977,600
202, 2016 Vehicle Purchase	\$0	\$278,100	\$278,100
203, 2017 Backhoe Purchase	\$0	\$91,100	\$91,100
<u>320, Transportation Impact</u>	<u>\$1,310,000</u>	<u>\$231,000</u>	<u>\$1,541,000</u>
Total Appropriations:	\$4,738,600	\$2,395,200	\$7,133,800

Section 2. 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 3. 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.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE 13TH DAY OF DECEMBER, 2017.**

CITY OF ORTING

Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk

Approved as to form:

Charlotte Archer
Kenyon Disend PLLC
City Attorney

Filed with the City Clerk: 12/07 /17
Passed by the City Council: 12.13.17
Ordinance No. 2017-1020
Date of Publication: 12.15.17
Effective Date: 12.20.17



**City Of Orting
Council Agenda Summary Sheet**

AB17-107 SUBJECT: Resolution No. 2017-26, Relating To Compliance With The Public Records Act, Issuing A Formal Determination Pursuant To RCW 42.56.120, And Adopting A Public Records Policy And Fee Schedule For Production Of Public Records; and Setting An Effective Date.	Agenda Item #:	AB17-107
	For Agenda of:	12.13.17
	Department:	C&GA
	Date Submitted:	12.6.17
Orting Staff & Professional Representatives		
Mayor, Joachim Pestinger		Cost of Item: \$0
City Administrator, Mark Bethune	X	Amount Budgeted: \$0
City Attorney, Charlotte Archer	X	Unexpended Balance: \$0
City Clerk, Jane Montgomery	X	Timeline: <i>enter a timeline if applicable</i>
City Treasurer, Scott Larson		
Police Chief, Bill Drake		BARS:
Public Works, Dean Kaelin		Fiscal Note:
Recreation and Parks, Beckie Meek		
Municipal Court, Kaaren Woods		
Parametrix, JC Hungerford		
BHC Consultants, Roger Wagoner		
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Councilmember <input checked="" type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		

Attachments: Resolution No. 2017-26; Exhibit A, Policy No. 2017-03
SUMMARY STATEMENT: Pursuant to Ch. 42.56, RCW, the City is entitled to charge its "actual costs" for production of records in response to requests for public records, which can be difficult for staff to calculate. For example, the City may charge its actually copying costs (i.e., paper, ink), as well as postage or delivery charges, and staff time for copying and mailing (with multiple caveats for costs that shall not be charged). In lieu of charging actual costs, the City may set a fee for copying (based on the type of record being produced), not to exceed the rate set out by the state at RCW 42.56.120, which was amended earlier this year. The Community and Government Affairs Committee, in conjunction with the City Attorney and City Clerk, has prepared and approved Policy No. 2017-03, governing the City's receipt and processing of public records requests, in accordance with the Public Records Act. By this Resolution, the City Council would: (1) declare that calculating the "actual costs" would be unduly burdensome, and the reasons to support that declaration; (2) adopt Policy No. 2017-03, and guide staff in its processing of public records requests; and (3) allow staff to charge the rates set in the Policy, which do not exceed the state limit.
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: This Resolution was reviewed and approved for presentation to the full Council by the Community and Government Affairs Committee.
RECOMMENDED ACTION: MOTION: To adopt Resolution No. 2017-26, Issuing A Formal Determination Pursuant To RCW 42.56.120, and Adopting A Public Records Policy And Fee Schedule For Production Of Public Records.



City of Orting
Policy No. 2017-3
Public Records Requests – Receipt, Processing and Fees

I. PURPOSE

To provide direction regarding the processes and procedures for public records requests.

RCW 42.56, the Public Records Act (the "Act"), requires public agencies to make identifiable, non-exempt public records available for inspection and copying upon request and to publish rules of procedure to inform the public how access to public records will be accomplished. The purpose of the Act is to provide the public full and timely access to information concerning the conduct of government, mindful of individuals' privacy rights and the desirability of efficient administration of the City of Orting. The City of Orting is committed to providing full access to public records in accordance with the Act.

Except where these guidelines are mandated by statute, the guidelines in this policy are discretionary and advisory only and shall not impose any affirmative duty on the City. The City reserves the right to apply and interpret this policy as it sees fit, and to revise or change the policy at any time. Failure to comply with any provision of this Policy shall not result in any liability imposed upon the City other than as set forth in the Act.

II. REFERENCES

RCW 42.56 - Public Records Act
WAC 44-14 - Public Records Act - Model Rules
RCW 40.14 - Preservation and Destruction of Public Records
Administrative Policy - 400-04, Records Management, Retention and Archives
Local Government Common Records Retention Schedule (CORE), Version 4.0 (May 2017)

III. DEFINITIONS

- a. *The City of Orting.* "The City of Orting" and "the City" includes any office, department, division, bureau, board, commission or agency of the City of Orting.

- b. *Identifiable record.* An identifiable record is one in existence at the time the public records request is made and that City staff can reasonably locate.
- c. *Public record.* A writing, regardless of physical form, containing information relating to the conduct of government or the performance of any governmental or proprietary function, prepared, owned, used or retained by the City.
- d. *Writing.* Broadly defined, a writing means handwriting, typewriting, printing, photostating, photographing, and any other means of recording any form of communication, including, but not limited to, letters, words, pictures, sounds or symbols or their combinations; papers; maps; magnetic or paper tapes; photographic films and prints; motion picture, film and video recordings; magnetic or punched cards; discs, drums, and diskettes; sound recordings; and other documents including data compilations from which information may be obtained or translated. An e-mail is a "writing."
- e. *E-mail.* Electronic mail is an informational transfer system that uses computers for sending and receiving messages. Classification of e-mails as public records is dependent on the content of the message. E-mail messages are public records when they are created or received in the transaction of public business and retained as evidence of official actions.
- f. *Public Records Officer.* The City Clerk is the Public Records Officer for the City of Orting. The Public Records Officer will coordinate responses to public records requests with the departments, and oversee compliance with the Public Records Act, but may designate other City staff members to process requests for public records.
- g. *Exempt record.* Exempt record includes all agency records that are specifically exempted or prohibited from disclosure by state or federal law, either directly in RCW 42.56 or other statutes.

IV. PROCEDURES

A. Making a Request.

1. Public Records Officer. Any person requesting access to public records or seeking assistance in making such a request must contact the Public Records Officer at:

City Clerk/Public Records Officer
 Orting City Hall
 110 Train St SE
 Mailing Address:
 PO Box 489
 Orting, WA 98360
 Phone: (360) 893-2219 Ext. 133
 Email: jmontgomery@cityoforting.org
 Hours: 9am – 5pm Monday - Friday

2. Request Format. While there is no specific required format for a public records request, a requestor must provide the City with reasonable notice that the request being made is for public records. If a request is contained in a larger document unrelated to a public records request, the requestor should point out the public records request by labeling the front page of the document as containing a public records request, or otherwise calling the request to the attention of the Public Records Officer to facilitate timely response to the request.

The City encourages that all requests for public records be made in writing on a Public Records Request Form, which is available at City Hall and on the City of Orting's website <http://cityoforting.org/wp-content/uploads/2012/02/Request-for-Public-Records-FormREVISED-071515.pdf>. Requests may be submitted in person, by mail, fax, e-mail, or orally (see section regarding "Oral Requests"). Mail, e-mail and faxes will be considered received on the date the form is stamped "received," not on the date sent.

Requests should include the following information to facilitate processing:

- A. The requestor's name, e-mail and/or mailing address, and/or contact phone number;
- B. The date of the request;
- C. The nature of the request, including a detailed description of the public record(s) adequate for the city personnel to be able to identify and locate the records;
- D. A statement regarding whether the records are being requested for a commercial purpose (RCW 42.56.070 (9)); and
- E. Whether the requestor desires copies, or to inspect the requested records and preferred method of receiving responsive records.

3. Oral Requests. An oral request does not memorialize the exact records sought and therefore prevents a requestor or the City from later proving what was included in the request. Furthermore, as described in WAC 44-14-04002(1), a requestor must provide the City with reasonable notice that the request is for the disclosure of public records; oral requests, especially to City staff other than the public records officer or designee, may not provide the City with the required reasonable notice. Therefore, requestors are strongly encouraged to make written requests. If the City receives an oral request, the City staff person receiving it should immediately reduce it to writing and then verify in writing with the requestor that it correctly memorializes the request.

B. Processing Requests.

1. Response to Requests. The City will process requests in the most efficient manner as the Public Records Officer deems appropriate. In an effort to better understand the request and provide all responsive records, the Public Records Officer can inquire about the purpose for the request but the requestor is not required to answer, except to establish whether inspection and copying would violate RCW 42.56.070(9) or other statute which exempts or prohibits production of specific information or records to certain persons.

a. Acknowledging receipt of request, pursuant to RCW 42.56.520. Within five business days of receipt of the request, not including the day the request was received as provided by RCW 42.56.520, the Public Records Officer will do one or more of the following:

1. Make the records available for inspection or copying;

2. Acknowledge the request and provide a reasonable estimate of the time needed to respond to the request and a date by which the records will be produced in whole or in part depending on whether the records are being provided in installments. Additional time to respond may be necessary under the following circumstances:

a. to request clarification from the requester if the request is unclear or does not sufficiently identify the requested records (see --Requesting Clarification section);

b. to locate and assemble the records requested;

c. to notify third persons or agencies affected by the request in the event the requested records contain information that may affect rights of others and may be exempt from production pursuant to RCW 42.56.540.

i. Such notice should be given so as to make it possible for those other persons to contact the requestor and ask him or her to revise the request, or, if necessary, seek an order from a court to prevent or limit the disclosure. The notice to the affected persons will include a copy or summary of the request (WAC 44.14.040);

ii. Nothing in this policy is intended to, nor does it create, any right to such notice.

d. to determine whether any of the information requested is exempt from production and to redact such information and prepare an exemption log. Should an extension of time be necessary to fulfill the request, the Public Records Officer will provide a revised estimate and explain the changed circumstances that make it necessary.

3. Deny the request. Any denials of requests, in whole or in part, for public records will be accompanied by a written statement specifying the reason(s) for the denial, including a statement of the specific exemption authorizing the withholding of the record and a brief explanation of how the exemption applies to the record withheld. RCW 42.56.210(3)

2. Identifiable Record. A requestor must request an “identifiable record” or “class of records” before the City must respond. The Act does not allow a requestor to search through City files for records which cannot be reasonably identified or described to the City.

3. Requesting Clarification. In acknowledging receipt of a public record request that is unclear, the City may ask the requestor to clarify what information the requestor is seeking. Additionally, clarification may be sought in the following, non-exhaustive, circumstances:

a. To determine the specific date or date range of records sought, if known.

b. To ask a requestor to prioritize the records he or she is requesting so that the City is able to provide the most important records first. The City is not required to ask for prioritization, and a requestor is not required to provide it.

c. To clarify requests for identified in vague terms such as “any and all documents related to;” “all records relating to;” or similar language. If the requestor is unable or unwilling to help narrow the scope of the documents being sought in order to expedite the City’s response and/or reduce the volume of potentially responsive documents, the Public Records Officer may err on the side of producing more rather than fewer documents in response to such a broad, general request. City staff shall not be obligated to interpret such a broad, general request in order to decipher which specific documents may be of interest to the requestor and the Act does not allow a requestor to search through the City’s files for records which cannot be identified or described to the City.

Such clarification may be requested and provided by telephone. If the clarification is made by telephone, the PRO will confirm the scope of the clarification in writing. The confirmation will be deemed the correct statement of the scope of the request unless the requestor responds with a different statement of the scope.

If the requestor fails to clarify the request within 30 days, the City may consider the request abandoned. RCW 42.56.520; WAC 44-14-04003(7). If the City considers the request abandoned, it should send a closing letter to the requester. WAC 44-14-04003(7).

5. Providing Records in Installments. When the request is for a large number of records, the City may provide access for inspection and copying in partial installments if reasonably determined that it would be practical to provide the records in that way. If the requestor does not contact the Public Records Officer within thirty (30) working days to arrange for the review of the first installment, the City may deem the request abandoned and may stop fulfilling the remainder of the request. The City is not required to process all requests to completion in the order that they are received. Rather, the City may prioritize requests in order to provide for the most expeditious processing of all requests. RCW 42.56.120. If the requestor has found the records he or she is seeking and no longer desires to receive any remaining installments

yet to be produced, the requestor should advise the Public Records Officer that the requested records have been provided and the remainder of the request may be cancelled.

6. Electronic records. The process for requesting electronic public records is the same as the process for requesting paper public records. When a requestor requests records in an electronic format, if technically feasible, the Public Records Officer will provide the nonexempt records or portions of such records that are reasonably locatable in an electronic format that is used by the City and is generally commercially available, or will provide the records in a format that is reasonably translatable from the format in which the agency keeps the record. For records in which the City only has a paper copy of the record, the City may scan the record into an Adobe Acrobat PDF file at the requestor's request and expense as outlined in the City's Fee Schedule.

7. Records Delivery. The City offers the following four methods for obtaining responsive records.

a. Inspection.

b. Paper copies.

c. E-mail. For requests or installments which have a very low volume of responsive electronic records, the records may be sent by e-mail as an attachment. Responsive records, including complete or partial installments, will not be e-mailed if determined, in the City's sole discretion, that doing so will excessively interfere with other essential City functions or unreasonably disrupt the operations of the City.

d. CD/DVD. Requests/installments which have a large volume of responsive records will be delivered in one or more installments will be copied onto a CD/DVD. CDs/DVDs can be either picked up in person or sent by United States mail and will be provided at the cost as stated in the City's Fee Schedule.

8. No Duty to Create Record. This policy does not require the City to answer written questions, summarize data or information, create new public records, or provide information in a format that is different from original public records; however, the City may in its discretion, create such a new record to fulfill the request where it may be easier for the City to create a record responsive to the request than to collect and make available voluminous records that contain small pieces of information responsive to the request. WAC 44-14-04003(5).

9. No Duty to Provide Information. This policy does not require the City to respond to requests for information, research, opinions or advice. Requests for information, research, opinions, advice, or similar requests will not be responded to pursuant to this policy.

10. No Duty to Supplement Responses. The City is not obligated to hold current records requests open to respond to requests for records that may be created in the future. A new request must be made to obtain later-created public records.

C. Charges for Providing Copies of Public Records.

Per state law, the City is not allowed to charge for locating a public record or for making records available for review or inspection. The City may charge for the costs of copying/scanning and transmitting public records, including the staff time spent making the copies/scans.

1. Fee Schedule.

Paper records: The charge for standard size (8 ½ x 11) black and white photocopies is \$0.15 per single-sided page and \$0.30 per double-sided page. Actual costs of reproduction of off-size or color copies and non-standard formats such as photographs or blueprints will be billed directly to the requestor.

2. Electronic Records.

Default fees per the Public Record Act: The City shall follow the default fee structure outlined in the Public Records Act as it has determined the calculating the actual costs of producing electronic records would be unduly burdensome when considering the various classification levels, including benefits and wages, of staff throughout the City involved in fulfilling public records requests, and the diverse nature of requests received.

The City may \$0.05 for each four electronic files or attachments uploaded for electronic delivery, and \$0.10 per gigabyte for the transmission of records in an electronic format or for the use of City equipment to send the records electronically.

Alternatively, the City may charge a flat fee of up to \$2.00 for the entire request as long as the cost of uploading and transmitting the electronic-records is reasonably estimated to equal or exceed that amount. Only one \$2.00 flat fee per request is authorized for electronic records produced in installments.

When records are provided electronically on a CD, DVD, thumb drive, flash drive, or other electronic device, the requestor will be charged for the cost of the electronic storage device.

The City may charge an actual-cost service charge for requests that require use of IT expertise to prepare data compilations or provide customized electronic access services when not used by the City for other purposes. A cost estimate and explanation will be provided to the requestor before incurring the costs.

3. Scanning Paper Documents. If a requestor asks for responsive paper records to be converted to an electronic format, such as PDF, the cost of \$0.10 per page will be assessed to scan the paper records, in addition to delivery costs.

4. Option to Waive Charges. The City may waive charges associated with fulfilling a request. The decision will be based on various factors, including the volume and format of the responsive documents. The decision to assess fees for fulfilling a public records request

shall be made on a consistent and equitable basis, dependent primarily upon the amount of staff time required for copying, scanning, shipping, uploading, and/or transmitting the records associated with fulfilling a request.

5. Certified Copies. If the requestor is seeking a certified copy of the City record, an additional charge of \$1.00 per each complete document may be applied to cover the additional expense and time required for certification.

6. Mailing Charges. The City will charge actual costs, to include the mailing container and postage associated with the mailing of packages to the requestor.

7. Deposit. The City may require a deposit of up to ten percent (10%) of the estimated cost of copying records prior to copying any records for a requestor. The City shall also require payment of the remainder of the cost before providing all of the records, or the payment of the costs of copying an installment before providing that installment. RCW 42.56.120

V. Additional Provisions.

1. Preservation of Public Records. No member of the public may remove a public record from City Hall without the City's permission. No member of the public may remove a public record from a viewing area, disassemble, or alter, fold, mark, deface, tear, damage or destroy any public record. Public records maintained in a file jacket or binders, or in chronological order, may not be dismantled except for the purpose of copying, and then only by City staff. Copies of public records may be copied only on copying machines of the City unless other arrangements are made by the Public Records Officer. No food or drink will be permitted during the inspection of public records. Access to file cabinets, shelves, vaults and other City storage areas is restricted to authorized City staff.

2. Loss of Right to Inspect. Inspection shall be denied and the records withdrawn by the Public Records Officer if the requestor, when reviewing the records, acts in a manner which will damage or substantially disorganize the records or interfere excessively with other essential functions of the City.

3. Organization of Public Records. The City finds that maintaining an index as provided in RCW 42.56.070(3) for use by the public would be unduly burdensome and would interfere with agency operations given the high volume, various locations, and types of public records received, generated and otherwise acquired by the City. RCW 42.56.070(4). Notwithstanding the foregoing, the City will maintain its records in a reasonably organized manner and take reasonable actions to protect records from damage and disorganization.

4. Closing Abandoned or Unpaid Requests. If the requestor withdraws the request, fails to fulfill his or her obligations to inspect the records within thirty (30) days of notice that the records are available for inspection, or fails to pay the deposit, installment payment or final

payment for the requested copies, City personnel will close the request. City personnel will document closure of the request and the conditions that led to closure. RCW 42.56.120.

5. Records Exempt from Public Disclosure. The City is not required to permit public inspection and copying of records for which public disclosure of the record is prohibited, restricted or limited by state law or federal statute or regulation. The City is prohibited by statute from disclosing lists of individuals for commercial purposes. RCW 42.56.070(9)

The Public Records Act provides that a number of types of documents are exempt from public inspection and copying. RCW 42.56.230 through 42.56.480 contains a large number of exemptions from public inspection and copying. Other statutes outside the Public Records Act may prohibit and exempt disclosure of certain documents or information. See RCW 42.56.070(1).

If a record is wholly or partially exempt from production and should be withheld or redacted, the Public Records Officer will state the specific exemption and provide a brief explanation of how the exemption applies to the record being withheld or redacted on an exemption log. This explanation should be sufficient to enable the requestor to make a threshold determination of whether the claimed exemption is proper

6. Mechanism for Review of Denial. Any person who objects to the denial of a public records request may petition in writing to the Public Records Officer for a review of that decision within five business days of the date of the denial. The petition shall include a copy of or reasonably identify the written statement by the Public Records Officer or designee denying the request and the basis for the requester's challenge to the denial. The Public Records Officer shall perform a review of the denial as promptly as possible. Pursuant to state law, the review shall be deemed concluded at the end of the second business day following the denial to represent final action for the purposes of judicial review. RCW 42.56.530. Any person may obtain court review of denials of public records requests pursuant to RCW 42.56.550 at the conclusion of two business days after the initial denial regardless of any internal administrative appeal.

7. Retention of Records. The City follows RCW Ch. 40.14, Preservation and Destruction of Public Records, in the retention and destruction of public records. The Secretary of State, State Archives Committee approves a general retention schedule for local agency records (including cities) common to most agencies. The retention schedule for local agencies is available at www.secstate.wa.gov/archives. Retention schedules for documents vary based on the content of the record. WAC 4414-03005.

The City Clerk will index and maintain the following general administrative records in the City Clerk's Office to make them available for public inspection and copying:

- Ordinances
- Resolutions
- Minutes of the City Council

- City Council Agenda Packets
- Active Contracts and Agreements
- Active Interlocal Agreements

Records that relate to the specific function or responsibility of a specific department shall be maintained in the offices of that department.

8. Time Allocated to Processing Public Records Requests. In an effort to provide full public access to public records, to protect public records from damage or disorganization, and to prevent excessive interference with other essential functions of the agency, the City allocates 12 hours per month of combined Public Records Officer and other City staff time for the handling and processing of public records requests. Additional time may be allocated from time to time depending on staffing and funding availability.

9. Disclaimer of Liability. Neither the City nor any officer, employee, official or custodian shall be liable, nor shall a cause of action exist, for any loss or damage based upon a release of Public Records if the person releasing the records acted in good faith in attempting to comply with this policy. This policy is not intended to expand or restrict the rights of disclosure or privacy as they exist under state and federal law. Despite the use of any mandatory terms such as “shall,” nothing in this policy is intended to impose mandatory duties on the City beyond those imposed by state and federal law.

TITLE: Public Records Request Policy, Policy No. 2017-03

Effective Date: _____

Passed By City Council: _____

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2017-26**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, RELATING TO COMPLIANCE WITH
THE PUBLIC RECORDS ACT, ISSUING A FORMAL
DETERMINATION PURSUANT TO RCW 42.56.120, AND
ADOPTING A PUBLIC RECORDS POLICY AND FEE
SCHEDULE FOR PRODUCTION OF PUBLIC RECORDS;
SETTING AN EFFECTIVE DATE.**

WHEREAS, the City of Orting is a local agency as defined in Ch. 42.56 RCW, commonly referred to as the Washington Public Records Act, and must therefore comply with its provisions; and

WHEREAS, the City Council's Community and Government Affairs Committee has prepared, reviewed and considered proposed rules governing the processing of requests for public records, in accordance with the aforementioned authority; and

WHEREAS, pursuant to RCW 42.56.120, the City may charge record requestors its actual costs for production of records, unless it finds doing so would be unduly burdensome;

WHEREAS, alternatively, the City may charge the fees within the framework set out in RCW 42.56.120, but only after an affirmative finding that calculating actual costs would be unduly burdensome;

WHEREAS, in order to maintain the efficient operation of City administration and meet the City's obligations under the Public Records Act, the City Council desires to adopt a policy governing the City's administrative processing of requests for public records, and to authorize staff to charge the fees set out in state law; and

NOW, THEREFORE, the City Council of the City of Orting, Washington, do resolve as follows:

Section 1. Determination of Actual Costs Unduly Burdensome. The City Council of the City of Orting finds that it would be unduly burdensome for the City to calculate the actual per page costs for processing public records requests. The actual costs can include all of the following, the calculation of which would be unduly burdensome for staff: (1) all costs directly incident to copying such public records including the actual cost of the paper and the per page cost for use of agency copying equipment; (2) all costs directly incident to shipping such public records, including the cost of postage or delivery charges and the cost of any container or envelope used; (3) any general administrative or overhead charges that are directly related to the actual cost of copying the public records; and (4) Staff time to copy and mail the requested

public records may be included in an agency's costs. Calculating these amounts would slow the efficient operation of City administration and therefore would be unduly burdensome.

Section 2. Adoption of Policy No. 2017-03, Pertaining to Public Records. The City Council adopts Policy No. 2017-03, pertaining to public records, attached hereto as Exhibit A and incorporated herein by reference, including the fee schedule set out therein, as authorized by RCW 42.56.120.

Section 3. 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.

Section 4. Effective Date. This Resolution shall take effect and be in full force immediately upon its passage.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF _____, 2017.**

CITY OF ORTING

Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk

Approved as to form:

Charlotte A. Archer
Kenyon Disend, PLLC
City Attorney



**City Of Orting
Council Agenda Summary Sheet**

AB17-108 SUBJECT: Resolution No. 2017-27, Adoption of Policy No. 2017-04, Establishing Code of Ethics For City Council	Agenda Item #:	AB17-108
	For Agenda of:	12.13.17
	Department:	C&GA
	Date Submitted:	12/06/17

Orting Staff & Professional Representatives			
Mayor, Joachim Pestinger		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	X	Timeline:	<i>enter a timeline if applicable</i>
City Treasurer, Scott Larson			
Police Chief, Bill Drake		BARS:	
Public Works, Dean Kaelin		Fiscal Note:	
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford			
BHC Consultants, Roger Wagoner			
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Councilmember <input checked="" type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator			

Attachments: Resolution No. 2017-27, Adopting Policy No. 2017-04, Establishing Code of Ethics for Elected Officials; Exhibit A, Policy No. 2017-04
SUMMARY STATEMENT: In early 2017, the City Council indicated an interest in adopting a policy pertaining to the ethical conduct of elected officials, and establishing a process for the City Council to remediate unethical conduct. The Community and Government Affairs Committee, in conjunction with the City Attorney, reviewed comparable policies from other jurisdictions in Washington, and then prepared, reviewed and approved the attached Policy No. 2017-04 for submission to the full Council. By this Resolution, the Council would adopt Policy No. 2017-04, which would govern the ethical conduct of the City's elected officials.
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: This Resolution and Policy were reviewed and approved for presentation to the full Council by the Community and Government Affairs Committee.
RECOMMENDED ACTION: MOTION: To adopt Resolution No. 2017-27, Adopting Policy No. 2017-04, Establishing Code of Ethics For City Council.



City Council of the City of Orting, Washington

Policy No. 2017-04

City Council Code of Ethics

I. PURPOSE

The purpose of this policy is to establish a formal code of ethics by which Councilmembers will conduct themselves while serving on the Orting City Council.

II. REFERENCES

Chapter 42.23 RCW, Code of Ethics for Municipal Officers—Contract Interests

Ch. 42.20 RCW, Misconduct of Public Officers

Ch. 42.36 RCW, Appearance of Fairness.

III. DECLARATION OF POLICY

It is essential to the proper administration and operation of the City of Orting that the City Council be and give the appearance of being independent and impartial; that elective and appointed office with the City of Orting not be used for personal benefit; and that the public have confidence in the integrity of the City. In recognition of these goals, the City Council has adopted this Code of Ethics, which is applicable to all members of the City Council.

The purpose of this Code is to establish standards of ethical conduct applicable to the City Councilmembers, in the discharge of their duties by prescribing essential restrictions against conflict of interest and other conduct not consistent with good ethical practices while not creating unnecessary barriers to public service. To that end, Councilmembers should not be denied the opportunity available to all other citizens to acquire and maintain private economic interests, except in circumstances in which a conflict of interest would reasonably result.

It is required that all Councilmembers comply with the law and all other applicable rules and regulations governing the conduct of public officials. The standards in this Code shall not preclude other standards required by law including but not limited to, Ch. 42.23 RCW, Code of Ethics for Municipal Officers-Contract Interests, Ch. 42.20 RCW, Misconduct of Public Officers

and Ch. 42.36 RCW, Appearance of Fairness. Nothing in this Code of Ethics shall be construed to limit full compliance with applicable federal and state laws and applicable rules and regulations governing the conduct of public officials now existing or hereinafter enacted.

A. Avoidance of the Appearance of Impropriety

All members of the City Council should conduct their official duties with integrity and impartiality and in a manner that avoids even the appearance of impropriety or a conflict of interest between public duties and private interests. No Councilmember shall, by their conduct or participation in activities, give reasonable basis for the impression that any person can improperly influence the Councilmember or unduly enjoy the Councilmember's favor in the performance of official City actions, or that the Councilmember is affected in the performance of the official act or actions by the kinship, rank, or association with any person.

Example:

A Councilmember actively pursues the award of a city contract to a company owned by a close friend. Such activity gives the appearance of impropriety and should be avoided.

B. Standards of Ethical Conduct

1. Personal Interests in Contracts Prohibited

No Councilmember shall participate in their capacity as a Councilmember in the making of a contract in which the Councilmember has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Except, that this prohibition shall not apply where the Councilmember has only a remote interest in the contract as defined in RCW 42.23.040 and summarized below and where the fact and the extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership without counting the vote or votes of the Councilmember(s) having the remote interest

For purposes of this section, a "remote interest" means:

- a. that of a non-salaried officer of a non-profit corporation; or
- b. that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary; or
- c. that of a landlord or tenant of a contracting party; or
- d. that of a holder of less than one percent of the shares of a corporation, limited liability company or other entity which is a contracting party.

2. Personal Influence in Contract Selection Prohibited.

No Councilmember shall influence the City's selection of, or its conduct of business with, a corporation, person, or firm having or proposing to do business with the City if the Councilmember has a personal financial interest, direct or indirect in or with the corporation, person, or firm, unless such interest is a remote interest as defined in RCW 42.23.040 and summarized herein and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the Councilmember(s) having the remote interest.

Example:

A Councilmember is requested to vote to award a contract to a company that employs the Councilmember. If the Councilmember has a beneficial interest in the contract either direct or indirect such as through a business profit sharing plan, the contract cannot be approved. If the Councilmember has no such interest and/or is subject to the remote interest rule, the Councilmember must disclose his/her interest and abstain from voting. Further, the Councilmember may not attempt to influence the votes of other Councilmembers. Questions regarding these kinds of situations should be directed to the City Attorney for review.

3. Disclosure of Confidential Information

A Councilmember shall not disclose or use any confidential, privileged, or proprietary information gained by reason of his or her position for a purpose other than an authorized City undertaking; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request. Information obtained during Executive Sessions is deemed confidential.

Examples:

A Councilmember purchases land with advanced, undisclosed knowledge of the route of a new transit line that, when completed, will substantially increase the value of the land. The Councilmember's purchase of the land based on "inside" information violates this section off the Code of Ethics.

While having a conversation with Union leadership, a Councilmember discloses information discussed during Executive Session about labor negotiation strategy. The Councilmember's conduct violates this section's prohibition against disclosing information discussed in Executive Session.

4. Acceptance of Compensation, Gifts, Favors, Rewards, or Gratuity Prohibited.

Councilmembers may not, directly or indirectly, give or receive, or agree to give or receive, any compensation, gift, favor, reward, or gratuity for a matter connected with or related to the officer's performance of official duties for the city. Prohibited conduct includes, but is not limited to, the following:

- a. Accepting cash or other cash equivalents such as gift cards or gift certificates regardless of value except as part of an internal, recognized, and sanctioned city incentive program.
- b. Accepting gifts, gratuities, loans, entertainment or other items of value from anyone with whom the city regularly transacts business, who has or seeks a contract with the city, or who desires other official action from the city.
- c. Giving, offering or promising anything of value to a customer, a potential customer, or a financial institution in connection with any transaction or business that the city may have with that customer, potential customer, or financial institution.
- d. Misusing confidential city information or disclosing such information to any individual who does not have a need to know the information.
- e. Using the city's name, account or credit to purchase merchandise for personal use

Exceptions. The prohibition regarding accepting compensation, gifts, or rewards shall not apply to:

- a. Receiving items from family members or friends where it is clear beyond a reasonable doubt that the gift was not made to gain or maintain influence;
- b. Receiving items exchanged equally among Councilmembers at a social event hosted or sponsored by an officer of the city for other officers or employees of the city.
- c. Receiving items of nominal value provided for advertising purposes such as pens, calendars, or items received at a conference;
- d. Payment by a governmental or non-governmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance or trade mission made in an official capacity. Reasonable expenses are limited to travel, lodging and

subsistence expenses incurred the day before through the day after the event;

- e. Payment of fees and reasonable travel expenses for attending seminars or educational programs sponsored by a government or bona fide non-profit professional, educational, trade or charitable association or institution. Reasonable expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
- f. Discounts available to the individual as a member of a group, occupation or similar broad-based group;
- g. Awards, prizes, scholarships or other items provided in recognition of academic, sport, or scientific achievement;
- h. Attendance of the Councilmember at a hosted meal where official attendance by the Councilmember as a city representative is appropriate;
- i. Campaign contributions that are in compliance with Chapter 42.17 RCW.

Example:

The Anyname Company has submitted a bid on a City project. The President of Anyname approaches a City Councilmember and promises that if his firm is the successful contract bidder, he will buy supplies from a firm owned by the Councilmember. The Councilmember promises to use his/her position to secure the contract for Anyname. Such actions are a violation of this section of the Ethics Code.

5. Certain Employment Prohibited.

No City Councilmember shall engage in or accept employment or render services for any employer when such employment or service creates a conflict of interest with a duty owed to the city or conflicts with the proper discharge of official city duties.

Example:

A Councilmember, who is also a real estate agent, represents a client who is in competition with the City for a parcel of land. The Councilmember is in violation of this section of the Code of Ethics.

6. Personal Interest in Legislation Prohibited.

No City Councilmember shall benefit either directly or indirectly from any legislation or have a financial interest in any legislation coming before the City Council nor participate in discussion with or give an opinion on such legislation, unless such interest is a remote interest as defined in this section and where the fact and extent of such interest is disclosed and noted on the record of the Council, or similar records of the City prior to consideration of the legislation by the City Council. City Councilmembers' participation in the enactment of legislation shall be governed by Ch. 42.23 RCW, Code of Ethics for Municipal Officers and Ch. 42.36 RCW, The Appearance of Fairness Doctrine. City Councilmembers shall not be prohibited from participating in the adoption of legislation when the Councilmember has only a remote interest in the legislation as defined in this section, which has been disclosed, and the legislation is applicable to the general public and not of specific or unique benefit to the Councilmember. Questions regarding these kinds of situations should be directed to the City Attorney for review.

7. Improper Use of Position Prohibited.

A Councilmember shall not knowingly use his or her office or position to secure personal benefit, gain or profit, or use his or her position to secure special privileges or exceptions for himself or herself, or for the benefit, gain, or profits of any other persons.

8. Improper Use of City Personnel Prohibited.

A Councilmember shall not employ or use any person under his or her official control or direction for personal benefit, gain, or profit.

9. Improper Use of City Property Prohibited.

A City Councilmember shall not use city-owned vehicles, equipment, materials, money, or property for personal or private convenience or profit. Such use is restricted to those city services that are available to the public generally, for the authorized conduct of official business or for such purposes and under such conditions as are approved by the city council, city Administrator or designee.

A Councilmember shall not utilize the City's name, letterhead or logo for the purpose of endorsing any political candidate, business, commercial product, or service.

C. Impermissible Conduct After Leaving City Office

1. Disclosure of Privileged, Confidential, or Proprietary Information Prohibited.

No former City Councilmember shall disclose or use for his or her personal gain or that of any other person any privileged, confidential, or proprietary information gained because of his or her city office .

2. Participation in City Matters Prohibited.

No former City Councilmember shall, during the period of one year after leaving office:

- a. Assist any person in matters involving the city if, while in the course of duty with the city, the former Councilmember was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter; or
- b. Represent any person as an advocate in any matter in which the former Councilmember was involved while a Councilmember; or
- c. Participate as or with a bidder, vendor, or consultant in any competitive selection process for a city contract in which he or she assisted the city in determining the project, or work to be done or the process to be used.

D. Violation of the Code of Ethics

Any person who has information that a Councilmember may have violated the Code of Ethics shall provide that information in writing to the City Council and the City Administrator. The written complaint must be based substantially upon the personal knowledge of the complainant and signed by the person filing the complaint. No action will be taken on any complaint which is filed later than three (3) years after a violation of the Code of Ethics is alleged to have occurred.

Upon receipt of the complaint, the City Council, and/or the City Administrator shall provide it to the City Attorney who shall promptly review the information and determine whether the complaint, on its face, alleges facts that, if true, would substantiate a violation of the Code of Ethics and shall report back to the Council in writing. The City Council, at its next regular meeting, shall review the City Attorney's report and make a determination as to whether or not the Council shall refer the allegation(s) to a Hearings Examiner designated by the Council to conduct an investigation.

If so referred, the Hearings Examiner shall conduct an investigation of the complaint and prepare written findings and conclusions within sixty 60 days of the date the complaint was received by the City unless an extension is granted by the Council. The Councilmember accused of the ethics violation shall have the right to review any and all information obtained as a result of the investigation and shall have the right to respond in writing to the complaint which information shall be reviewed and taken into consideration by the Hearings Examiner.

Upon completion of the investigation, the Hearings Examiner shall issue an advisory report to the Council for its consideration, as well as to the City Administrator and City Attorney. The report shall set forth findings and conclusions demonstrating whether or not, based on a preponderance of the evidence, the councilmember has violated the Code of Ethics.

Within five (5) business days of the receipt of the report, the City Administrator shall provide copies of the report via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses.

Within fifteen (15) business days of the receipt of the report, the Council (excluding the accused Councilmember) shall convene to review the alleged violation and the report and take action. Action may include the following:

1. Dismissal of the complaint on the basis that no violation of the Code of Ethics has occurred; or
2. Remand to the Hearings Examiner to obtain additional information in order for the Council to decide whether a violation has occurred; or
3. A determination that by a preponderance of the evidence, a violation of the Code of Ethics has occurred in which case the Council shall adopt written findings, conclusions and appropriate sanctions as forth herein.

Adoption of the findings, conclusions and sanction(s) by the City Council shall be by majority vote; provided that the Councilmember accused of the violation shall not vote on any matter involving that member; and provided further that in the event the Mayor is accused of the violation, the Deputy Mayor shall act in the Mayor's stead.

Within five (5) business days thereafter, the City Administrator shall provide copies of the Council's findings, conclusions and sanction(s) via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses. No final disposition of the matter will be implemented for a period of ten (10) days to allow the Councilmember against whom the complaint was filed to request a review of the Council's decision. Such a request shall be submitted to the City Administrator in writing and shall state the reasons for his or her objections and request a review of the action taken. The Council shall review the action taken in light of the findings and conclusions and request for review and may take whatever further action, if any, appears appropriate under the circumstances. The action of the Council shall be final and not subject to further review or appeal except as may otherwise be provided by law.

Action by Council may take any of the following sanctions:

1. Admonition. An admonition shall be verbal non-public statement made by the Mayor to the member.
2. Reprimand. A reprimand shall be administered to the Councilmember by letter. The letter shall be prepared by the City Council and shall be signed by the Mayor.
3. Censure. A censure shall be a written statement administered personally to the member. The individual shall appear at a time and place directed by the City Council to receive the censure. It shall be given publicly, and the member shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the member appears as required.

4. Other sanctions. Any sanction imposed under this Code of Ethics is in addition to and not in lieu of any other penalty, sanction or remedy which may be imposed or sought according to law or equity, including, but not limited to:
- a. Civil penalties of \$500 and possible forfeiture of office, pursuant to RCW 42.23.050.
 - b. Removal or recall from office pursuant to state law.
 - c. Removal from leadership positions, boards and commissions and other official positions or duties that do not conflict with Washington statutes.
 - d. Initiation of appropriate civil actions against any person who violates this Code.
 - e. Injunctive relief to ensure that violation of this Code or of other provisions of law cease and desist.

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2017-27**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, ADOPTING POLICY NO. 2017-04,
ESTABLISHING CODE OF ETHICS FOR CITY COUNCIL;
SETTING EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Orting maintains Rules of Procedure, which govern conduct of City Council members, generally, and were last updated on November 9, 2016; and

WHEREAS, the City Council desires to adopt a comprehensive Code of Ethics, which would govern the ethical conduct of elected officials and penalties for violations thereof, and supplement the Rules of Procedure, as amended and as may be amended in the future; and

NOW, THEREFORE, the City Council of the City of Orting, Washington, do resolve as follows:

Section 1. Ethics Policy, Adopted. Policy No. 2017-04, the “Council Ethics Policy” attached hereto as Exhibit A, is hereby adopted by reference as if fully set forth herein.

Section 2. 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.

Section 3. Effective Date. This Resolution shall take effect and be in full force immediately upon its passage.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF _____, 2017.**

CITY OF ORTING

Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk

Approved as to form:

Charlotte A. Archer
Kenyon Disend, PLLC
City Attorney



**City Of Orting
Council Agenda Summary Sheet**

AB17-109 SUBJECT: Resolution No. 2017-28, Adoption of Code of Conduct for City Council	Agenda Item #:	AB17-109
	For Agenda of:	12.13.17
	Department:	C&GA
	Date Submitted:	12/06/17

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

Attachments: Resolution No. 2017-28, Adopting Code of Conduct for Elected Officials; Exhibit A, Code of Conduct for Elected Officials
SUMMARY STATEMENT: In early 2017, the City Council indicated an interest in adopting a Code of Conduct, describing how Orting officials will treat each other and work together for the common good of the community. The Community and Government Affairs Committee, in conjunction with Councilmember Gunther, reviewed comparable documents from other jurisdictions in Washington, and then prepared, reviewed and approved the attached Code of Conduct for submission to the full Council. By this Resolution, the Council would adopt the Code of Conduct.
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: This Resolution and Code of Conduct were reviewed and approved for presentation to the full Council by the Community and Government Affairs Committee.
RECOMMENDED ACTION: MOTION: To adopt Resolution No. 2017-28, Adopting Code of Conduct For City Council.



CITY OF ORTING CODE OF CONDUCT FOR ELECTED & APPOINTED OFFICIALS

“With malice towards none.” (Abraham Lincoln, U.S. President)

1. The Code of Conduct is supplemental to the Orting Municipal Code, Orting City Council Rules of Procedure, and the Orting City Council Code of Ethics, and applies to the City Council, City Boards, and City Commissions.
2. The Code of Conduct describes how Orting officials treat each other and work together for the common good of the community. Conducting the City’s business in an atmosphere of respect and civility is the underlying theme in this code. Elected Officials and Appointed Officials are responsible for holding themselves and each other accountable for displaying actions and behaviors that consistently model the ideals expressed in this code.
3. Implicit in the Code of Conduct is recognition of the worth of individual members and an appreciation for their individual talents, perspectives and contributions. The Code aspires to create an atmosphere where individual members, staff and the public are free to express their ideas and work to their full potential.
4. As an Elected or Appointed Official of the City of Orting, I agree that every member of government holds a privileged position of trust in the Community and therefore accepts a unique level of responsibility with that honor and to that end, I agree:

I will consistently demonstrate the principles of professionalism, respect and civility in working for the greater good of Orting;

- We respect each person;
- We speak in a charitable and respectful manner, refrain from abusive conduct, personal charges or verbal attacks on the character or motives of Council members, Board Members, Commissioners, City Staff, and the public, and take care to avoid personal comments that could offend others;
- We show no tolerance for intimidating behaviors, and recognize that disagreement can occur without impugning another’s motives and/or reputation;

- Public speaking — including email, social media, and all other correspondence will be conducted in a manner which casts the highest possible regard upon the City and its officials;
- We listen courteously and attentively to all public discussions and treat all people the way we wish to be treated;
- We serve as a model of leadership and civility to the community;
- We display empathy for the people we serve;
- We will be well informed;
- We strive to understand the roles and responsibilities between each branch of government and how they cooperate;
- We will focus on holding efficient meetings that achieve constructive solutions for the public benefit;
- We work as a team to solve problems and render decisions that are based on merits and substance of the matter;
- We act at all times in a manner that promotes public confidence;

The above principles and standards are rules of reason. Following these principles of good governance helps maintain public confidence and trust, as well as respect for the office of Orting. Conversely, violation of them injures our system of government and impedes our ability to bring better service to our citizens.

I acknowledge that I have received and read this Code of Conduct.

Name _____

Position: _____

Date: _____

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2017-28**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, ADOPTING THE CITY'S CODE OF
CONDUCT; SETTING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Orting maintains Rules of Procedure, which govern conduct of City Council members, generally, and were last updated on November 9, 2016; and

WHEREAS, the City Council desires to adopt a Code of Conduct, to supplement the Rules of Procedure and any other related policies, describing how Orting officials will treat each other and work together for the common good of the community; and

NOW, THEREFORE, the City Council of the City of Orting, Washington, do resolve as follows:

Section 1. Code of Conduct, Adopted. The "Code of Conduct," attached hereto as Exhibit A, is adopted by reference as if fully set forth herein.

Section 2. 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.

Section 3. Effective Date. This Resolution shall take effect and be in full force immediately upon its passage.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF _____, 2017.**

CITY OF ORTING

Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk

Approved as to form:

Charlotte A. Archer
Kenyon Disend, PLLC
City Attorney



**City Of Orting
Council Agenda Summary Sheet**

AB17-110 SUBJECT: Resolution No. 2017-29, Adoption of Policy No. 2017-06, Pertaining to Use of Social Media by Elected Officials	Agenda Item #:	AB17-110
	For Agenda of:	12.13.17
	Department:	C&GA
	Date Submitted:	12.6.17

Orting Staff & Professional Representatives			
Mayor, Joachim Pestinger		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			
Police Chief, Bill Drake		BARS:	
Public Works, Dean Kaelin		Fiscal Note:	
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford			
BHC Consultants, Roger Wagoner			
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Councilmember <input checked="" type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator			

Attachments: Resolution No. 2017-29, Adopting Policy No. 2017-06, Pertaining to Use of Social Media by Elected Officials; Exhibit A, Policy No. 2017-06
SUMMARY STATEMENT: <p>In early 2017, the City Council indicated an interest in adopting a policy pertaining to the use of social media by elected officials, in light of the importance of this medium for informing the public while remaining mindful of all governing regulations, including but not limited to the Washington Public Records Act, Ch. 42.56 RCW and the Open Public Meetings Act, Ch. 42.30 RCW. The Community and Government Affairs Committee, in conjunction with the City Attorney, prepared, reviewed and approved the attached Policy No. 2017-06 for submission to the full Council. By this Resolution, the Council would adopt Policy No. 2017-06, which would govern the use of social media by the City's elected officials.</p>
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: This Resolution and Policy were reviewed and approved for presentation to the full Council by the Community and Government Affairs Committee.
RECOMMENDED ACTION: MOTION: To adopt Resolution No. 2017-29, Adopting Policy No. 2017-06, Pertaining to Use of Social Media by Elected Officials.



City Council of the City of Orting, Washington

Policy No. 2017-06

Use of Social Media by Elected & Appointed Officials

I. PURPOSE

This policy outlines the roles, responsibilities, and best practice recommendations for the use of social media/new media by individual Council members in their capacity as elected or appointed officials. The City Council is committed to open and progressive communications between Councilmembers and constituents, utilizing available and future on-line technologies within the limits of the law.

It is the City's preference and intent that elected officials will not utilize social media to communicate in their official capacity except through social media sites/tools that are owned or maintained by the City of Orting. The use of private social media sites/tools for this purpose is strongly discouraged.

These guidelines apply to any social media site or tool used by individual Councilmembers in their official capacity to communicate with constituents or the general public. It is the individual Council Member's responsibility to ensure compliance with this policy.

II. REFERENCES

Ch. 42.56 RCW, Public Records Act

Ch. 42.30 RCW, Open Public Meetings Act

RCW 41.06.250, Political activities

RCW 42.17.130, Use of public office

RCW 42.17.190, Use of public facilities in campaigns

III. DEFINITIONS

- a. *The City of Orting.* "The City of Orting" and "the City" includes any office, department, division, bureau, board, commission or agency of the City of Orting.

- b. *Public record.* A writing, regardless of physical form, containing information relating to the conduct of government or the performance of any governmental or proprietary function, prepared, owned, used or retained by the City.
- c. *Social Media.* The use of third-party hosted online technologies that facilitate social interactions and dialogue. These online technologies are operated by non-city hosted services and may be used by the City Council and/or individual Councilmembers to communicate in their official capacity as a City Councilmember, with the public. Such third party hosted services/tools may include, but are not limited to: social networking sites (Myspace, Facebook, Linked-In), micro-blogging (Twitter, RSS feeds), audiovisual networking sites (YouTube, Flickr), blogs, etc.
- d. *Chat.* A feature that allows instant messages to be sent via a social media platform.
- e. *Comment.* A response to a post, an article or other social media content submitted by a visitor.
- f. *Like.* A feature that allows users to show their support for a specific comments, pictures, wall posts, statuses, or fan pages. The “Like” button allows users to show their appreciation for content without having to make a written comment.
- g. *Post.* An original entry onto a social media site by the user of the site.
- h. *Sharing.* The act of relaying a previously created post onto a different social media site.
- i. *Tagging.* A mechanism of linking a person, page or place to a post.
- j. *Visitor.* A person who views an Elected Official’s social media site.
- k. *Elected Official or Councilmember.* Includes Councilmembers and any staff working on a Councilmember’s behalf to represent him or her using a social media tool.
- l. *Official Capacity.* An Elected or Appointed Official utilizes a social media applications, tools, or sites in his or her official capacity if the account identifies the Elected or Appointed Official as a “Councilmember,” or makes similar reference to the Elected or Appointed Official’s position with the City of Orting, or is used to convey information obtained by the Elected or Appointed Official in his or her official capacity.

IV. GENERAL PRINCIPLES

While social media, with its use of popular abbreviations and shorthand, does not adhere to standard conventions of correspondence, the content and tenor of online conversations, discussions, and information posts and comments should model the same professional behavior displayed during Council meetings and community meetings.

Social media are not to be used by Elected or Appointed Officials as mechanisms for conducting official city business other than to informally communicate with the public. Examples of business that may not be conducted through social media include: making policy decisions,

official public noticing, and discussing confidential City matters that have not been approved for release to the public. Elected or Appointed Officials' social media site(s) should contain links directing users back to the City's official website for in-depth information, forms, documents, or online services necessary to conduct official city business.

The Mayor, following consultation with the City Administrator, may cause categories of official City of Orting social media applications, tools, or sites to be permanently or temporarily discontinued if they are not or cannot be used in compliance with this policy. This includes any applications, tools, or sites used by any Elected or Appointed Official in his or her official capacity. The Mayor shall exercise such discretion in a viewpoint-neutral, evenhanded, and non-arbitrary manner.

V. ADMINISTRATION, ENFORCEMENT AND DISPUTE RESOLUTION

The Mayor shall have primary responsibility to administer and enforce the provisions of this policy with respect to social media sites/tools that are owned or maintained by the City of Orting.

Any Elected or Appointed Official aggrieved by an administrative decision or enforcement action of the Mayor under this policy may appeal such decision or action to the City Hearing Examiner by filing a written statement with the City Clerk within five (5) business days of the decision or action. The written statement shall set forth all relevant facts and any supporting legal argument. The Mayor may thereafter file with the City Clerk a written response within five (5) business days. The appealing Elected or Appointed Official shall thereafter have two (2) business days in which to file a written reply with the City Clerk. The Hearing Examiner shall consider all such submittals without a hearing and shall issue a written decision denying or sustaining the appeal within ten (10) business days following the reply. There shall be no further right of administrative appeal.

VI. ETHICS AND ELECTIONS RULES OF COMPLIANCE

All content posted on individual Elected or Appointed Officials' official capacity social media sites shall comply with applicable City Council Rules of Procedure governing contact with the media, City ordinances and administrative rules, and Washington State law regulating public agencies and elected officials. For social media sites/tools that are owned or maintained by the City of Orting, including any applications, tools, or sites used by any Elected or Appointed Official in his or her official capacity, no content that promotes or advertises commercial services, entities, or products may be posted.

Elected or Appointed Officials shall not post or release proprietary, confidential, or sensitive information on social media sites in a manner that violates applicable state law, including, without limitation, RCW 42.23.070 – Prohibited Acts. Social media sites/tools that are owned or maintained by the City of Orting, including any applications, tools, or sites used by any Elected or Appointed Official in his or her official capacity, shall not contain posts, comments, or links to any content that supports or opposes political candidates or ballot propositions, including, without limitation, links to an Elected or Appointed Official's campaign site.

VII. RECORDS RETENTION ACT COMPLIANCE

State and local records retention laws and schedules apply to social media content.

Except for social media sites/tools that are owned or maintained by the City of Orting, which will be retained through the City's archiving system, it is the ultimate responsibility of each Elected or Appointed Official to maintain current, approved retention procedures and to ensure that those procedures are followed. As with any correspondence sent in his or her capacity as an Elected or Appointed Official, postings to social media sites maintained by others must be retained by the posting Elected or Appointed Official to the extent that such content constitutes a "public record" as defined by Chapter 42.56 RCW. Printouts of postings to others' sites may suffice for retention purposes. Elected or Appointed Officials should consult with the City Clerk for the applicable retention schedule and method.

Content maintained in a social media format, i.e., Facebook, YouTube, Twitter, etc., that is related to City business, including communication between an individual Elected or Appointed Official and constituents or the general public, and a site's listing of "friends" or "followers," may be considered a public record subject to disclosure under the state Public Records Act. **Any social media tools used should clearly state that all content submitted by members of the public is potentially subject to public disclosure pursuant to the Public Records Act, RCW 42.56.** If it is not possible to display this notice prominently on the site, Elected or Appointed Officials shall notify users by including in each post or comment, the following notice:

Posts, comments, or other content posted to this site, may be considered public records subject to public disclosure under the Washington State Public Records Act (RCW 42.56).

In addition to the use of the aforementioned notice, Elected or Appointed Officials shall:

- Ensure that content is retained by the Elected or Appointed Official and City for the legally required retention period based on the subject matter of the content. Prior approval of the retention format and procedures for each social media tool being used must be received from the City Administrator upon the advice and recommendations of the Public Records Officer/City Clerk, Human Resources Director, and City Attorney.
- Use archiving tools approved by the City's Information Technology consultant and Human Resources Director. The City shall maintain current documentation of the approved method and schedule for preserving social media content and provide that documentation to the Elected or Appointed Officials. Ideally, this process will store data in searchable electronic formats and will store information about transmissions, subscribers, and other metadata associated with the site.
- Maintain original appearance and layout of social media site where possible.

- Secure usernames and passwords for all sites by not sharing such information and using unique passwords to minimize the potential for cross site hacks and malicious mischief.
- Consistently monitor activity and posts. Avoid stale or outdated information, respond to questions or responses, quickly remove inappropriate or spam content.
- Notify site visitors that correspondence posted to an Elected or Appointed Official's social media site may be considered public records and may be released per Chapter 42.56 RCW.
- Notify visitors that individual Elected or Appointed Official social media sites are not intended to be used to conduct official city business and any public records request should be made with the City's Public Records Officer. However, a request for public records made to an Elected Official via a social media account may suffice as a request for public records under the Public Records Act. The Elected or Appointed Official shall immediately convey any such requests to the City Clerk, upon receipt.
- Know the Elected or Appointed Official's device's capabilities and devise a strategy for archiving texts, call logs, and other communications. Regardless of whether the device used is paid or reimbursed by public funds, business conducted in the official capacity as an Elected or Appointed Official is a public record. Care should be taken to ensure that records created are retained per the applicable retention period and can be provided if requested.

VIII. OPEN PUBLIC MEETINGS ACT AND APPEARANCE OF FAIRNESS DOCTRINE COMPLIANCE

Communication between Councilmembers via social media, as with telephone and email, may potentially constitute a “meeting” under the Open Public Meetings Act, Chapter 42.30 RCW. For this reason, Councilmembers are prohibited from participating in social media discussions/threads regarding City business that involve a quorum of Council Members, and are strongly discouraged from “friending” other Councilmembers or “liking” other Councilmember’s posts.

In addition, receiving or making posts or comments regarding quasi-judicial matters via social media may violate Council Policy and Chapter 42.36 RCW – the Appearance of Fairness Doctrine. To avoid receiving any comments on pending quasi-judicial matters that may violate the Appearance of Fairness Doctrine, Councilmembers are strongly encouraged to maintain social media sites with settings that can prohibit all users’ ability to post content.

If the public is allowed to post comments to an Elected or Appointed Official’s site, the following “Use Policy” must be displayed or made available by hyperlink. Any content removed in compliance with the “Use Policy” must be retained, including the time, date, and identity of the

poster when available, to the extent required by law. Elected Officials are strongly encouraged to maintain social media sites with settings that can restrict users' ability to comment.

USE POLICY:

The following content will be removed from this site: (1) comments not related to the specified topics for discussion; (2) posts or comments in support of or opposition to political campaigns or ballot measures; (3) profane or obscene language; (4) posts or comments espousing or conveying racially, ethnically, religiously, gender-oriented, discriminatory comments; (5) solicitations and/or transactions of commerce; (6) sexual content or links to sexual content; (7) encouragement, promotion or undertaking of illegal activity; (8) information that may tend to compromise the safety or security of the public or any City equipment, property or system; [AND](9) content that violates a legal ownership interest of any party; and (10) posts or comments that would constitute ex parte communications in violation of the Appearance of Fairness Doctrine.

Elected or Appointed Officials are discouraged, in their official capacity, from posting or commenting on social media sites that require membership or subscription. When posting information or soliciting feedback on such a site, Elected or Appointed Officials should always provide an alternate source for the same information or mechanism for feedback on the City's public web site, so that those who are not members of the social media site may have equal access.

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2017-29**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, ADOPTING THE POLICY NO. 2017-06,
PERTAINING TO USE OF SOCIAL MEDIA BY ELECTED
OFFICIALS; SETTING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Orting, Washington, recognizes that social media sites such as Twitter, Facebook, and Instagram, among other social media outlets are used by a growing number of people as a way to receive information about the City and the City Council's decisions and actions; and

WHEREAS, the use of such social media outlets by elected officials of the City of Orting is an informative way of relaying information about resolutions, ordinances and other events; and

WHEREAS, the City Council acknowledges that the use of social media by elected officials in the aforementioned ways is subject to the City Council's Rules of Procedure, as well as relevant state and local laws, such as the Washington Public Records Act, Ch. 42.56 RCW and the Open Public Meetings Act, Ch. 42.30 RCW; and

WHEREAS, the City Council finds it is in the best interest of the community to adopt a policy governing the City Council's own use of social media outlets, so as to ensure its own use of social media complies with relevant authority while still enabling elected officials to inform the public of City business in this medium; and

NOW, THEREFORE, the City Council of the City of Orting, Washington, do resolve as follows:

Section 1. Social Media Policy, Adopted. Policy No. 2017-03, the "Social Media Policy" attached hereto as Exhibit A, is hereby adopted by reference as if fully set forth herein.

Section 2. 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.

Section 3. Effective Date. This Resolution shall take effect and be in full force immediately upon its passage.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF _____, 2017.**

CITY OF ORTING

Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk

Approved as to form:

Charlotte A. Archer
Kenyon Disend, PLLC
City Attorney



**City Of Orting
Council Agenda Summary Sheet**

AB17-111 SUBJECT: Traffic Calming Policy and Procedure. No. 2017-07	Agenda Item #:	AB17-111
	For Agenda of:	12/13/17
	Department:	Transportation
	Date Submitted:	12/06/17

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

Councilmember McDonald

Attachments: Traffic Calming Policy and Procedure

SUMMARY STATEMENT:

The CGA committee has been reviewing the policy and procedure to determine best methods for traffic calming and how citizens can petition the city for additional traffic calming in their neighborhoods. The attached documents lays out an amended approach and process to traffic calming requests. Financial responsibility will reside with the City Council.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Transportation Committee

RECOMMENDED ACTION: MOTION: To adopt Traffic Calming Policy No. 2017-07



City of Orting Policy No. 2017-07 Neighborhood Traffic Calming Requests & Procedure

Streets considered for traffic/speed calming installations must not be classified as an arterial or collector street. The program is limited to residential neighborhoods. No major commercial properties shall be located on the street.

1. **Community Support**---Installation of any type (Citizen requested, temporary or permanent) of traffic calming device requires support from the residents of the affected area before construction. Responsibility for completion of this step lies with the community and involves the following:
 1. An individual or group must make a request to the TC be included for consideration of a neighborhood traffic calming measure.
 2. The City of Orting Transportation Committee (TC) will review requests for comments and recommendations.
 3. If the neighborhood decides to proceed, petition forms will be given to the applicants and signatures must be gathered from at least 60% of the property owners, *(renters can sign the petition, however the property owners will be contacted by the applicants and a decision to support or oppose the project shall supersede the renters choice)* and businesses (property or business owner) within two blocks on street to have the device of the proposed traffic calming measure. *(Some streets may be unique and may require the transportation committee to make an exception to this policy: i.e.: not all streets have a two block radius.)* Only one signature per household is needed. The petition must show whether the signature is from an owner or renter. Signed petitions must be delivered to the TC. The applicants must provide a list of all owners/renters within the 2 block area as well as those who have signed petition.

2. **Community Meeting**---A meeting will be scheduled by the TC to discuss the project.
 1. Petition will be put on the TC agenda and a meeting will be scheduled for neighborhood input to discuss safety concerns. It will be up to the applicants to provide invitations to the neighborhood.
 2. Phase 1 and phase 2 options will be presented and discussed.
 - Phase 1—Addresses neighborhood traffic concerns by taking minor measures such as the installation of signs, striping, and/or pavement markings.
Financing: Given sufficient funds are available in the Streets fund, the TC is authorized to implement phase 1 strategies. If funds are not available the TC will recommend funding in the next fiscal budget through the City Council.
 - Phase 2—Addresses traffic concerns with more restrictive physical measures such as speed bumps or other measures that require capital funds.

Financing: If the TC recommends approval of a phase 2 project, it will be submitted to the City Council for budget consideration. The Council has the authority to amend the current year's budget and to add the capital project or to include the project in the next fiscal year given adequate funds.

3. The City reserves the right to propose alternative solutions for traffic calming.
4. All traffic calming devices shall meet MUTCD Standards.
5. Traffic Calming option installed as approved.
6. **Timeline:** The Committee understands that it can take several weeks to gain community support, to attend meetings to show why the traffic calming measure is necessary and to look for approval at Council level. With this in mind, the committee also needs the petitioners to understand that if a neighborhood representative should not attend 2 or more consecutive COTC meetings, then the project will be dismissed and removed from the monthly agenda, unless otherwise notified that attendance is not required. The neighborhood will be required to start the request over.
7. Applicants can appeal TC decisions to the City Council.



**City Of Orting
Council Agenda Summary Sheet**

AB17-112 SUBJECT: Stop sign and Crosswalk installation on Eldredge Ave SW at Train St. Intersection	Agenda Item #:	AB17-112
	For Agenda of:	12/13/17
	Department:	Public works
	Date Submitted:	12/06/17

Orting Staff & Professional Representatives			
Mayor, Joachim Pestinger		Cost of Item:	<u>\$ 2,204.14</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: As weather allows by January 30, 2018	
City Treasurer, Scott Larson		BARS:	
Police Chief, Bill Drake		Fiscal Note: Funds will be used from:	
Public Works, Dean Kaelin	X	101-542-64-49-00 Traffic Services Signs-\$799.14	
Recreation and Parks, Beckie Meek		101-542-64-48-01 C-walk & Stop sign Torch	
Municipal Court, Kaaren Woods		downs-- \$1,405	
Parametrix, JC Hungerford	X		
BHC Consultants, Roger Wagoner			
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Councilmember <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator			

<p>Attachments:</p> <p>SUMMARY STATEMENT:</p> <p><i>Residents on Eldredge Ave SW petitioned the Transportation Committee and requested a traffic calming method be used on Eldredge Avenue SW to slow down traffic on the street for pedestrian safety. A traffic study was completed and residents on the street requested stop signs be placed on Eldredge Ave SW at the intersection of Eldredge and Train St. The Transportation Committee concurred and decided the stop signs needed to be placed to help slow traffic.</i></p> <p><i>Stop signs and hardware for the signs will be \$611.60</i></p> <p><i>Sidewalk improvements & Crosswalk (ADA accessible) Material will cost--\$1,405</i></p> <p><i>Total for signs and Material--\$1,760.80 + Tax \$187.54=\$2,204.14</i></p> <p>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Recommended by Transportation Committee.</p> <p>RECOMMENDED ACTION: MOTION: To authorize the expenditure of \$2,204.14 to install stop signs, and make sidewalk improvements to the intersection of Eldredge Ave SW and Train St. SW.</p>
--

