

## Councilmembers

Position No.

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



## **ORTING CITY COUNCIL**

### Regular Business Meeting Agenda

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

August 31, 2016  
7 p.m.

*Audience members are welcome to speak on any topic on the agenda after Councilmembers have finished their discussion.*

Mayor Joachim Pestinger

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

### **REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA**

### **B. CONSENT AGENDA:**

- Minutes of August 10, 2016
- Minutes of August 17, 2016
- Payroll and Claims Warrants

**Motion:** *Move to approve Consent Agenda as prepared.*

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

### **D. PRESENTATIONS**

#### **1. AB16-78- Council Confirmation of Mayor's Appointment to the Civil Service Commission.**

- **Mayor Pestinger**

**Motion:** *to confirm the appointment by the Mayor of Lonny Meadows to the Civil Service Commission.*

### **E. PUBLIC HEARING**

#### **1. Traffic Calming- Eldredge Avenue. CM Penner.**

### **F. COMMITTEE AND COUNCIL STANDING REPORTS**

- Finance Committee- **DM Ford/Councilmember Hoyt**
- Emergency Preparedness- **CM Drennen/CM Ford**
- Community & Government Affairs- **CM Harman/CM Drennen**
- Transportation- **CM Penner/CM McDonald**
- Mayor's Report – **Mayor Pestinger**
- Miscellaneous activity reports, i.e. PSRC, special meetings, etc.

### **G. OLD BUSINESS**

#### **1. Discussion- Police V150 Search & Rescue Vehicle.**

- **CM Gunther**

## 2. AB16-79- Animal Control Ordinance Amendments.

- Mark Bethune/Charlotte Archer

**Motion:** Move To Approve Ordinance No. 2016-992, Amending Ordinance No. 2016-986, And Orting Municipal Code Title 6 (Police Regulations), Chapter 3 (Animal Control), Article A (General Provisions), and Article D (Licensing Of Dogs and Cats).

**Motion:** Move to approve Ordinance No. 2016-993 Amending Ordinance, No. 2016-987. Amending Ordinance 2016-987 and New Title 4 (Business and License Regulations), Chapter 6 (Licensing Of Animal Businesses), Article C (Kennel or Cattery, Grooming Parlor, Short-Term Boarding Facility, or Pet Shop)

**Motion:** Move to approve Ordinance No. 2016-994, amending Ordinance No. 2016-989 Amending Ordinance No. 2016-989 And Orting Municipal Code Article B (Livestock) Of Chapter 3 (Animal Control) Of Title 6 (Police Regulations); Regarding Regulation Of Livestock Within City.

## H. NEW BUSINESS

### 1. AB16-80- Impact Fee Deferral Ordinance.

- Charlotte Archer

**Motion:** to adopt Ordinance No. 2016-991, amending Orting Municipal Code section 15-6-10(B) related to an impact fee deferral process.

### 2. AB16-81- Developer Utility Extension Agreement.

- JC Hungerford

**Motion:** to approve updated City of Orting Developer Utility Extension Agreement.

### 3. AB16-82- Settlement agreement with the Priscilla S Corporation.

- JC Hungerford

**Motion:** to approve the settlement agreement with the Priscilla S Corporation in the amount of \$250.

### 4. AB16-83- WSDOT Construction Agreement for the Two-way Left Turn Lane Project.

- JC Hungerford

**Motion:** to approve the WSDOT Construction Agreement for the Two-way Left Turn Lane Project.

## I. EXECUTIVE SESSION

## J. ADJOURNMENT

**Motion:** Move to Adjourn.

**Upcoming Meetings:**

Next Regular Meeting: September 14, 2016 (PSB)

## Councilmembers

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# ORTING CITY COUNCIL

## MEETING MINUTES

### August 10, 2016

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

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

Mayor Pestinger called the meeting to order at 7:00 p.m. in the in the Public Safety Building. Councilmember Gunther led the Pledge of Allegiance.

**Present:** Councilmembers Scott Drennen, Tod Gunther, Dave Harman, Nicola McDonald, Josh Penner, and Brandon Hoyt.

**Excused:** Deputy Mayor Barbara Ford

*Councilmember Harman made a motion to excuse Deputy Mayor Ford. Councilmember McDonald second. Motion passed (6-0)*

## REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA

Councilmember Hoyt asked to add homelessness on the Carbon River under new business and Agricultural resource land under Committee reports.

## B. CONSENT AGENDA

- Minutes of July 27, 2016
- Payroll and Claims Warrants

*Councilmember Hoyt made a motion to approve Consent Agenda as prepared. Second by Councilmember Gunther. Motion carried (6-0).*

## C. PUBLIC COMMENTS

There were no public comments.

## D. PRESENTATIONS

### 1. AB 16-73-Confirmation of Planning Commissioner

Mayor Pestinger introduced Michelle Gehring. Ms. Gehring addressed Council and expressed her interest in becoming a Planning Commissioner. Mayor Pestinger asked for a motion to confirm his appointment of Michelle Gehring to the Planning Commission.

*Councilmember Harman made a motion to confirm the Mayor's appointment of Michelle Gehring to the position of Planning Commissioner. Second by Councilmember McDonald. Motion carried (6-0).*

## **E. COMMISSION REPORTS**

### **• Parks Commission**

Michelle Gehring stated that the next Parks meeting would be on August 17<sup>th</sup> and a report will come to Council at the first meeting in September.

### **• Planning Commission**

Commissioner Greg Hogan briefed the Council on the following:

- Architectural Design review;
- Impact Fee Deferral Ordinance;
- ADR sign code.

## **F. COMMITTEE AND COUNCIL STANDING REPORTS**

### **Finance**

City Treasurer Scott Larson reported that the Finance Committee meeting had been cancelled so there was no report to provide at the meeting. There will be a report at the next meeting.

### **Public Works**

Councilmember McDonald briefed on the following:

- Treatment plant upgrades;
- Water system plan and test;
- Phase I Orville Road water line replacement;
- Rainier Lane completed;
- Eldredge Avenue Bid will re-open August 25<sup>th</sup>;
- Fats, oils and grease and wastewater will come to Council in September;
- Long term strategic Plan for City facilities;
- Homeless issues on the Carbon River.

### **Emergency Evacuation Bridge System**

Councilmember Drennen briefed on the following:

- Meeting on August 5<sup>th</sup> which was attended by Councilmembers Hoyt and Gunther and Councilmember Drennen;
- Solidify the City's lead agency status on 162 highway crossing;
- Marketing package for legislative support for highway crossing to increase safety for children.

Councilmember Hoyt spoke about the positive report he heard while attending the meeting on August 5<sup>th</sup>, in regard to engineering and geotechnical issues regarding the highway bridge crossing.

### **Mayor's Report**

Mayor Pestinger reported on the following:

- Request to the City to support the John Wayne trail;
- PSRC funding package.

Councilmember Penner asked for time to explore property rights issues along the John Wayne Trail before the City endorses the request.

## **Retail Marijuana Business**

Councilmember Harman briefed the Council on the formation of this committee. The committee was formed to respond to citizen requests to look in to retail marijuana businesses as a source of funding for the City. The first meeting was on August 5<sup>th</sup>. Some discussion took place regarding the location of businesses. There will be a public hearing on September 14<sup>th</sup> to allow citizens the opportunity to express their views on the issue.

## **Agricultural Resource Land.**

Councilmember Hoyt stated that organic data supports sound farming has a positive impact on the City. He briefed on the Agricultural districts related to the Pierce County Council and he wants to be sure that small farmers have a fair shake. Mayor Pestinger stated that the Bethel School District is attempting to be re-zoned to agricultural. Councilmember Hoyt will contact the Fire Chief for support.

Councilmember Gunther asked that the Public Safety report be on the agenda for the first meeting of each month.

## **G. PUBLIC HEARINGS**

### **1. AB16-74 – Closed Record Hearing -Village Green Ph.2 Div. 7**

Mayor Pestinger opened the hearing at 7:23pm. JC Hungerford gave a brief staff report. There were two issues that he brought to Council's attention. The Punch list is not 100% complete and GFC's still need to be paid. The Planning Commission has recommended that The Phase II final plat be approved.

Mayor Pestinger closed the hearing at 7:28pm.

*Councilmember McDonald made a motion to approve the Planning Commission recommendation on the Final Plat Phasing submittal of Village Green, Division 7- Phase Two. On the condition that a bond be put in place for 25K to ensure the punch list items are completed, and that GFC's be paid prior to final approval. Second by Councilmember Hoyt. Motion Passed (6-0)*

JC Hungerford will notify the Council when the Punch list items have been completed.

### **2. AB16-75 Public Hearing -Animal Control**

Mayor Pestinger read the rules for the Public Hearing and opened the Hearing at 7:30pm.

City Attorney Charlotte Archer gave a staff report and briefed the Council on the City's intent to contract with Pierce County for animal control services. As a result, the City will need to adopt Pierce County's animal control codes. The proposed Ordinances would put the City in compliance. The executive summary for each ordinance was provided to Council. Discussion followed. Council will approve the first reading of the Ordinance and requested that this be placed on the special meeting agenda for August 17, 2016, to allow more time to inform the public and to encourage further

citizen participation. The public will be informed on the City's website and on the City reader board. There were no public comments given.

Mayor Pestinger closed the public hearing at 7:40pm.

*Councilmember Penner made a motion to approve first reading of Ordinance No. 2016-986, amending Title 6, Chapter 3-Animal Control, Ordinance No.2016-987, Amending Title 4, Business Licensing, Ordinance No. 2016-988, amending OMC1-4-1, Civil Infractions, Ordinance No. 2016-989, amending Title 6, Chapter 3 Livestock, and Ordinance No. 2016-990, amending OMC Chapter 5-8- Public Nuisances and Disturbance Noises. Second by Councilmember Hoyt. Motion passed (6-0)*

## **H. OLD BUSINESS**

### **1. Discussion- River Crossing Signage**

Councilmember Gunther stated that this is still a work in progress and will be reported on at a future meeting.

### **2. Discussion -Police V150 Search & Rescue Vehicle**

Councilmember Gunther requested that this be pulled from the agenda and brought back on the Meeting agenda of August 31, 2016.

### **3. AB16-76- Waste Water Treatment Plant Solids Lagoons Dredging Project**

Councilmember McDonald briefed on this project. Discussion followed and due to outstanding questions about Fire Mountain and the process, Council action was to wait for action on this item until the Meeting agenda of August 31, 2016.

## **I. NEW BUSINESS**

### **1. Homelessness issue on the Carbon River**

This item was added to the agenda at the request of Councilmember Hoyt. Councilmember Hoyt began discussion on this item. He briefed the Council on his recent trip along the river. Topics were discussed surrounding the following:

- City policy on homelessness;
- Police Department approach;
- The recent actions of Pierce County to remove homeless population along the Puyallup River;
- Possible resources for the homeless;
- Legalities of dealing with the homeless;
- The social and crime impacts of homelessness;
- Health, fish and wildlife issues;
- Joining with nearby Cities to have a cohesive plan;
- Draft Ordinance;
- New Hope as a resource for the City;
- Line item in budget for homelessness;

The City will continue to closely monitor the rivers to stay on top of the issue.

**2. Discussion- Council Committee Vacancies/Parks & Finance**

This item was pulled from the agenda due to the absence of Deputy Mayor Ford.

**3. Discussion- Deputy Mayor Appointment**

Councilmember Harman briefed the Council on this agenda item. Deputy Mayor Ford had been appointed as the “Interim” Deputy Mayor to facilitate the process for appointing a new Councilmember to position #3. The discussion was whether or not to appoint her as the permanent Deputy Mayor or leave the appointment as is. The formal process for appointment of a Deputy Mayor begins in October. Council action was to leave the appointment as it is and take no action until October.

**J. EXECUTIVE SESSION**

There was no Executive Session.

**K. ADJOURNMENT**

*Councilmember McDonald made a motion to adjourn at 8:31 p.m. Second by Councilmember Gunther. Motion Passed (6-0)*

**ATTEST:**

\_\_\_\_\_  
*Joachim Pestinger, Mayor*

\_\_\_\_\_  
*Jane Montgomery, City Clerk, CMC*

## Councilmembers

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**Orting City Council**  
Special Meeting Minutes  
Orting Public Safety Building  
401 Washington Ave. SE, Orting, WA

## **CITY OF ORTING COUNCIL RETREAT MEETING MINUTES August 17, 2016**

### **A. CALL MEETING TO ORDER**

Mayor Pestinger called the meeting to order at 6:07pm, and led the pledge of allegiance. He informed Council that due to an incorrect time on the City reader board that the meeting which was planned for 6:00pm would be delayed until 7:00pm. He suggested that the Council study and review Council Goals until 7:00pm. This would ensure that citizens were provided an opportunity to give input regarding the contract with Pierce County for animal control services.

**Present:** Councilmembers Gunther, Hoyt, Harman, McDonald and Penner.

**Absent:** Councilmember Drennen and Deputy Mayor Ford were not present for roll call but are expected to attend.

***Councilmember Gunther made a motion to excuse Councilmember Drennen and Deputy Mayor Ford. Second by Councilmember Hoyt. Motion passed (5-0)***

Both Councilmember Drennen and Deputy Mayor Ford arrived prior to 7:00pm.

Council members studied and reviewed Council goals. Mayor Pestinger read each of the 8 goals out loud and asked the Council if any of the goals needed to be deleted, or added to, and also if they wished to review their vision and value statement. Discussion ensued regarding the issue of homelessness and which goal this would fit under. The proposals were Goal 2, 5, or 7. Councilmember Gunther is working on an ordinance relating to homelessness and relayed that Tony Schneider from St. Vincent DePaul is willing to address Council about homelessness. Mayor Pestinger stated that the Orting School District is willing to come address the Council as well. This was received positively by the Council. The Council expressed a desire to work to develop liaisons with other eastside agencies to develop a cohesive policy. Councilmember Drennen suggested adding another goal #9- titled "support social service" which would address all social service needs in Orting to include the homeless in Orting and other groups of people. Councilmembers Gunther and Deputy Mayor Ford will come up with the language for this new category and present it at the next meeting. Council liked the idea. It was also decided that this will eventually be referred to the Community and Government Affairs Committee. There were questions about Goal #1- (Maintain flexible and customer friendly permitting processes). Administrator Bethune updated the Council and explained that there were complications with online payments for all permits. This would need to be explored more if Council chooses to do so. The key is where to draw the line so as not to adversely impact revenues to the City but still work to make permitting more efficient. Treasurer Larson informed the group that he has been exploring the possibility of allowing the State to manage an online Business License program for the City. Council chose not to continue to pursue online permitting but would like to explore the option of allowing the State

to manage business licenses for the City. Councilmember Penner would like the language to say to “Develop or pursue online payment solutions where practical”. Administrator Bethune informed the Council that the customer bill of rights was created and is currently posted. He also relayed to Council that out of 50 permit customers only one returned the customer survey form. He did do a survey of 50 brick and mortar businesses and got seven back. There was follow-up on the importance and challenges involved in keeping and promoting business opportunities within the City. The following options were brainstormed:

- A bi-annual luncheon for business owners;
- Town Hall meeting in conjunction with the Chamber of commerce;
- Talk with other associations such as the Puyallup Main St. Association;
- Business after hours;
- Possibility of a Main St. Program;
- A packet of information that can be handed out to new residents at City Hall;
- Creating ways to send out communications to citizens;
- Branding and promoting the City;
- Creating a video about the City;
- Use of Drones to promote the City.

Mayor Pestinger announced that it was 7:00pm and time to move to the first item on the official agenda, Animal Control Services.

## **B. AB16-77 –Animal Control Services/Pierce County**

### **• Mark Bethune/Charlotte Archer**

Mark Bethune briefed the Council on the agenda item. Charlotte Archer the City Attorney was available via telephone conference for any questions or concerns that were brought up. Councilmember Hoyt asked the history of the decision of the City to utilize Pierce County for animal control services. City Administrator Bethune briefed regarding the history and need to utilize Pierce County. He explained that the City is required to provide animal control and had previously been utilizing the Public Works employees and Police Officers. After some dangerous dog incidents, the Union filed a grievance in regard to the Public Works employees not having the training or qualifications to deal with dangerous dogs. The City attempted to contract with Metro but they are not able to accept new clients at this time. Pierce County is the only alternative at this time. The City is required to adopt Pierce County codes and these changes are reflected in the proposed ordinances. Fees will increase but discussion also took place about an expected service increase. Administrator Bethune read the staff report to the Council.

### **Public Comments**

John Meyers a resident of the City for 14 years, expressed his disapproval of the increase in fees. He would like to know how the money is being spent.

There was discussion about how future code updates have to be passed and what the process is to terminate the agreement. The current contract expires at the end of 2016.

- 1. Deputy Mayor Ford made a motion to approve second reading and adoption of Ordinance No. 2016-986, amending Title 6 Chapter 3 Animal Control. Second by Councilmember McDonald. Motion passed (7-0)**

2. *Councilmember Hoyt made a motion to approve second reading and adoption of Ordinance No. 2016-987, amending Title 4, Business Licensing. Second by Councilmember Harman. Motion passed (7-0)*
3. *Councilmember Hoyt made a motion to approve second reading and adoption of Ordinance No. 2016-988, amending OMC 1- 4-1, Civil Infractions. Second by Deputy Mayor Ford. Motion passed (7-0)*
4. *Councilmember Hoyt made a motion to approve second reading and adoption of Ordinance No.2016-989, amending OMC Title 6, Chapter 3b-Livestock changing the word chicken to poultry in Section 6-3B-5. C and taking away the \$5.00 registration fee. Second by Councilmember Gunther. Motion passed (7-0)*
5. *Councilmember Ford made a motion to approve second reading and adoption of Ordinance No.2016-990, Chapter 5-8- Public Nuisances and Disturbance Noises. Second by Councilmember McDonald. Motion passed (7-0)*

The Council took a brief recess at 7:43pm.

Mayor Pestinger called the meeting back to order at 7:53pm.

## **B. COUNCIL GOALS**

Council resumed their discussions. Administrator Bethune relayed the Tactics and success/failures relating to goal #1, Retain and Expand Orting's business Community.

Other items discussed were:

- Outreach methods;
- Farmers Market;
- Agri-Tourism;
- Improve local shopping;
- Put local shopping on reader board as often as possible;
- Special Community night events;
- Economic development;
- Possible use of Skinner money to encourage community activity
- Welcome packet to hand out at City Hall;
- Efforts to create a Community Garden;
- Opinion pieces on the City website;
- Write ups on local business on website;
- Social Media, Facebook and Twitter;
- Facility for High attendance Town Meetings.

The City Council determined that there will be an additional meeting in September to continue working on Council goals.

## **D. ADJOURN**

*Councilmember McDonald made a motion to adjourn, Second by Councilmember Penner. Motion passed (7-0). Meeting adjourned at 8:50pm. Next Regular Meeting: May 25, 2016*

**ATTEST:**

\_\_\_\_\_  
Joachim Pestinger, Mayor

\_\_\_\_\_  
Jane Montgomery, City Clerk

CITY OF ORTING  
VOUCHER/WARRANT REGISTER  
FOR AUGUST 31, 2016 COUNCIL

CLAIMS/PAYROLL VOUCHER APPROVAL

CITY OF ORTING

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

CLAIMS WARRANTS #43840 THRU #43893  
IN THE AMOUNT OF \$ 438,512.61

PAYROLL WARRANTS # 22585 THRU #22596  
IN THE AMOUNT OF \$ 124,921.26

ARE APPROVED FOR PAYMENT ON AUGUST 31, 2016

FINANCE COMMITTEE CHAIR \_\_\_\_\_

COUNCILPERSON \_\_\_\_\_

COUNCILPERSON \_\_\_\_\_

CITY CLERK \_\_\_\_\_



# Fund Transaction Summary

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Transaction Type: Invoice  
Fiscal: 2016 - August 2016 - 2nd Council  
System Types: Financials

Fund Number	Description	Amount
001	Current Expense	\$149,358.78
101	City Streets	\$6,296.68
104	Cemetery	\$169.33
105	Parks Department	\$1,013.06
320	Transportation Impact	\$5,526.81
401	Water	\$26,443.93
408	Wastewater	\$240,479.18
410	Stormwater	\$9,224.84
	<b>Count: 8</b>	<b>\$438,512.61</b>

# Register

Fiscal: 2016  
 Deposit Period: 2016 - August 2016  
 Check Period: 2016 - August 2016 - 2nd Council  
 Bank Accounts: Key Bank - 2000073  
 Register Types: Warrant  
 Show Outstanding: All  
 System Types: Financials  
 Outstanding Date: 8/25/2016 12:20:14 PM  
 Show Details: Hide

Number	Name	Print Date	Clearing Date	Amount
<b>Key Bank</b>	<b>2000073</b>			
<b>Check</b>	Orting Valley Senior Cent	8/11/2016		\$1,083.33
43840	Columbia Ford-Lincoln Hyundau	8/15/2016		\$30,816.77
43841	Columbia Ford-Lincoln Hyundau	8/15/2016		\$30,816.77
43842	Columbia Ford-Lincoln Hyundau	8/15/2016		\$30,816.77
43843	Korum Automotive Group	8/17/2016		\$39,633.22
43844	Anderson, Randal & Mary	8/18/2016		\$5,500.00
43845	Bethune, Mark	8/18/2016		\$28.97
43846	Bingham, Matthew	8/18/2016		\$63.18
43847	Capital One Commercial	8/18/2016		\$84.49
43848	Comcast	8/18/2016		\$20.70
43849	Cornerstone Electric, Inc	8/18/2016		\$652.80
43850	Drain-Pro INC	8/18/2016		\$413.23
43851	H D Fowler Company	8/18/2016		\$192.86
43852	Honey Bucket-NW Cascade Inc	8/18/2016		\$50.00
43853	Keybank	8/18/2016		\$4,945.96
43854	Konica Minolta Business Solutions	8/18/2016		\$331.54
43855	Lemay Mobile Shredding	8/18/2016		\$35.02
43856	LN Curtis & Son	8/18/2016		\$261.12
43857	Northwest Cascade INC	8/18/2016		\$195,844.44
43858	Nova Contraction INC	8/18/2016		\$23,516.11
43859	O'Reilly Auto Parts	8/18/2016		\$209.20
43860	Orting Floral/greenhouse	8/18/2016		\$127.84
43861	Puget Sound Energy	8/18/2016		\$9,188.11
43862	Scientific Supply & Equip	8/18/2016		\$252.32
43863	SCORE	8/18/2016		\$5,495.00
43864	Spectral Laboratories	8/18/2016		\$183.00
43865	The News Tribune	8/18/2016		\$990.80
43866	US Bank Equipment Finance	8/18/2016		\$326.54
43867	Utilities Underground Location Center	8/18/2016		\$55.44
43868	Wa. State Dept. of Ecolog	8/18/2016		\$680.00
43869				

Account	Description	Date	Amount
43870	Water Management Lab Inc.	8/18/2016	\$623.00
43871	Wex Bank	8/18/2016	\$2,211.11
43872	Zumar Industries Inc	8/18/2016	\$171.19
43873	Applied Concepts, Inc	8/31/2016	\$4,881.86
43874	Bhc Consultants	8/31/2016	\$5,771.00
43875	Business Solutions Center	8/31/2016	\$351.15
43876	City Of Fife	8/31/2016	\$510.00
43877	Curry & Williams, P.l.l.c	8/31/2016	\$1,875.00
43878	Day Wireless Sytems	8/31/2016	\$90.83
43879	Enumclaw, City of	8/31/2016	\$360.00
43880	H D Supply Waterworks LTD	8/31/2016	\$1,335.93
43881	Kenyon Disend PLLC	8/31/2016	\$16,435.81
43882	Konica Minolta Business-Usa Inc	8/31/2016	\$254.14
43883	Larsen Sign Co	8/31/2016	\$2,953.80
43884	Micro Data	8/31/2016	\$177.66
43885	Mitel Leasing	8/31/2016	\$409.38
43886	Nisqually Indian Tribe	8/31/2016	\$2,310.00
43887	Orting Lacrosse	8/31/2016	\$400.00
43888	Pierce County	8/31/2016	\$2,846.81
43889	Puget Sound Energy	8/31/2016	\$11,178.64
43890	Puyallup, City of	8/31/2016	\$65.00
43891	Rundle, Denis	8/31/2016	\$225.00
43892	Sarco Supply	8/31/2016	\$297.08
43893	Staples Advantage-Dept LA	8/31/2016	\$162.69
	<b>Total</b>	<b>Check</b>	<b>\$438,512.61</b>
	<b>Total</b>	<b>2000073</b>	<b>\$438,512.61</b>
	<b>Grand Total</b>		<b>\$438,512.61</b>



# Custom Council Report

Vendor	Number	Invoices	Account Number	Notes	Amount
Anderson, Randal & Mary	43845	SR 162 Left Turn Lane	320-595-30-63-04	Temporary Construction Easement & Administrative Settlement-SR 162 Left Turn Lane <b>Total</b>	\$5,500.00 <b>\$5,500.00</b>
Applied Concepts, Inc	43873	293464	001-594-21-64-41	2-Stalker Radars <b>Total</b>	\$4,881.86 <b>\$4,881.86</b>
Bethune, Mark	43846	Aug2016-301	001-511-60-31-01	Supplies for Meeting <b>Total</b>	\$28.97 <b>\$28.97</b>
Bhc Consultants	43874	0008025	001-558-60-41-02	Professional Planning Consultant <b>Total</b>	\$5,771.00 <b>\$5,771.00</b>
Bingham, Matthew	43847	1833	401-594-34-64-61 408-594-35-64-58 410-594-31-67-12	Reimbursement for New F350-Licensing & Weight Fees Reimbursement for New F350-Licensing & Weight Fees Reimbursement for New F350-Licensing & Weight Fees <b>Total</b>	\$25.27 \$25.27 \$12.64 <b>\$63.18</b>
Business Solutions Center	43875	Aug2016-404	001-511-60-31-01 001-512-50-31-00 001-513-10-31-00 001-513-10-31-00 001-514-23-31-02 001-521-20-31-07 001-521-20-31-07 001-524-20-31-00 401-534-10-31-00 408-535-10-31-00	Envelopes & Letterhead Forms for Court Envelopes & Letterhead Business Cards for Montgomery Envelopes & Letterhead Postage-Radar Certification Postage-Returning Firearms Equipment for Refund Envelopes & Letterhead Envelopes & Letterhead Envelopes & Letterhead	\$25.25 \$76.16 \$25.26 \$38.07 \$25.26 \$19.02 \$41.10 \$25.26 \$25.25 \$25.26

Vendor	Number	Invoice	Account Number	Notes	Amount
Business Solutions Center	43875	Aug2016-404	410-531-38-31-00	Envelopes & Letterhead	\$25.26
				<b>Total</b>	<b>\$351.15</b>
Capital One Commercial	43848	020457	001-514-23-31-02	Office Supplies	\$84.49
				<b>Total</b>	<b>\$84.49</b>
City Of Fife	43876	2016-06	001-523-60-41-00	Jail Fees-June 2016	\$510.00
				<b>Total</b>	<b>\$510.00</b>
Columbia Ford-Lincoln Hyundau	43841	3-H166	001-594-21-75-03	2017 Ford K8A Police Utility Vehicle	\$30,816.77
	43842	3-H167	001-594-21-75-03	2017 Ford K8A Police Utility Vehicle	\$30,816.77
	43843	3-H168	001-594-21-75-03	2017 Ford K8A Police Utility Vehicle	\$30,816.77
				<b>Total</b>	<b>\$92,450.31</b>
Comcast	43849	5839-Aug2016	001-514-23-42-00 401-534-10-42-01 408-535-10-42-01	Cable City Hall Cable City Hall Cable City Hall	\$6.90 \$6.90 \$6.90
				<b>Total</b>	<b>\$20.70</b>
Cornerstone Electric, Inc	43850	Aug2016-302	408-594-35-63-26	Disconnect Circuit Sewer Pump @ High Cedars	\$326.40
		Aug2016-303	105-576-80-48-00	Check Gronding @ Oritng Main Park	\$326.40
				<b>Total</b>	<b>\$652.80</b>
Curry & Williams, P.I.I.c	43877	Aug2016-400	001-512-50-10-02	Court Judge-Aug 2016	\$1,875.00
				<b>Total</b>	<b>\$1,875.00</b>
Day Wireless Sytems	43878	418315	001-521-50-48-04	Radar Certification	\$90.83
				<b>Total</b>	<b>\$90.83</b>
Drain-Pro INC	43851	24823	408-535-60-48-04	Honey Bucket Service-Orting Kapowsin HWY	\$85.24
		24955	408-535-60-48-04	Honey Bucket Service-Weekly	\$172.99
		24956	408-535-60-48-04	Honey Bucket Service & Rental-Gratzer Park	\$155.00
				<b>Total</b>	<b>\$413.23</b>
Enumclaw, City of	43879	04797	001-523-60-41-00	Jail Fees-July 2016	\$360.00
				<b>Total</b>	<b>\$360.00</b>
H D Fowler Company	43852	14286827	408-535-50-48-02	Swing Joints-Coupling-Nozzle-Spray Head	\$185.33

Vendor	Number	Invoice	Account Number	Notes	Amount
H D Fowler Company	43852	I4296156	408-535-50-48-02	Tubing Cutter	\$7.53
				<b>Total</b>	<b>\$192.86</b>
H D Supply Waterworks LTD	43880	F753296	401-534-50-48-02	Supplies for Meters	\$1,965.42
		F931285	401-534-50-48-02	13 X 6 Clamps	\$144.60
		F937861	401-534-50-48-02	Credit for Returns	(\$774.09)
				<b>Total</b>	<b>\$1,335.93</b>
Honey Bucket-NW Cascade Inc	43853	0886525	408-535-60-48-04	On Call Service	\$50.00
				<b>Total</b>	<b>\$50.00</b>
Kenyon Disend PLLC	43881	184388-184387-184389-184390	001-515-30-41-01	July 2016 Attorney Fees	\$3,500.00
			001-515-30-41-02	July 2016 Attorney Fees	\$11,461.81
			001-521-50-41-02	July 2016 Attorney Fees	\$1,474.00
				<b>Total</b>	<b>\$16,435.81</b>
Keybank	43854	4412-Aug2016	001-521-20-31-01	Uniform Pants- Drake	\$47.75
			001-521-20-31-01	Uniform Pants- Drake	\$140.14
			001-521-20-31-06	Supplies	\$33.88
			001-521-21-49-00	Good to Go Charge	\$7.00
			001-521-30-31-04	Acrobat PRO DC	\$16.31
			001-521-40-49-00	NASRO Annual Dues-Boone	\$40.00
			001-521-50-48-02	Rebuild Drivers Seat-06 Crown Vic	\$411.00
			001-521-50-48-02	Replace Engine Fan-06 Crown Vic	\$594.15
			001-521-50-48-02	Radiator Replacement 06 Ford Explorer	\$705.16
			001-521-50-48-02	Fuel Pump for 08 Charger	\$1,141.14
			001-521-50-48-04	Thermostat for 06 Ford Explorer	\$16.45
			001-521-50-48-04	Labels for Evidence Tagging	\$29.32
			001-521-50-48-04	Keys & Key Tags	\$59.41
			001-521-50-48-04	Computer Dock Station	\$91.15
		4438-Aug2016	001-513-10-31-00	Paking Passes- Fisherman	\$231.00
			001-513-10-31-03	Orting Wellness BBQ-AWC	\$114.32
			001-513-10-49-00	Food for Staff Meeting	\$21.25
			001-554-30-31-00	Dog Food for Kennel	\$25.01
			001-575-50-49-02	MRSC Webinar Social Medis	\$25.00
			105-594-76-64-04	Gel Packs for Hanging Baskets	\$151.00
			401-534-10-31-00	Licensing Fee for 2016 F-350 FA1072	\$24.87

Vendor	Number	Invoice	Account Number	Notes	Amount
Keybank	43854	4438-Aug2016	401-534-10-31-00	Licensing Fee for 2016 F-250 FA1071	\$24.88
			401-534-50-48-02	Vinegar	\$28.74
			408-535-10-31-00	Licensing Fee for 2016 F-250 FA1071	\$24.87
		4461-Aug2016	408-535-10-31-00	Licensing Fee for 2016 F-350 FA1072	\$24.88
			001-511-60-31-01	Mayor's Breakfast	\$13.52
			001-513-10-31-03	Orting Wellness BBQ-AWC	\$20.35
			001-513-10-31-03	Orting Wellness BBQ-AWC	\$25.00
			001-514-23-31-02	Office Supplies- Suggestion Box Refills	\$3.75
			001-514-23-31-02	Office Supplies- Suggestion Box	\$29.42
			001-514-23-31-02	Amazon Prime Dues	\$107.71
			001-515-30-41-02	Process Service	\$170.00
			001-524-20-31-00	Cell Phone Case	\$43.51
			101-542-30-48-02	Crack Filler for Chip Seal	\$470.85
			401-534-10-31-00	Office Supplies- Suggestion Box Refills	\$3.75
			401-534-10-31-00	Office Supplies- Suggestion Box	\$29.42
				<b>Total</b>	<b>\$4,945.96</b>
			Konica Minolta Business Solutions	43855	40056669-Aug2016
	<b>Total</b>	<b>\$331.54</b>			
Konica Minolta Business-Usa Inc	43882	240990365	001-594-21-75-00	Copier Lease PD	\$254.14
				<b>Total</b>	<b>\$254.14</b>
Korum Automotive Group	43844	16F953	401-594-34-64-61	2016 Flat Bed Truck-F350	\$15,853.29
			408-594-35-64-58	2016 Flat Bed Truck	\$15,853.29
			410-594-31-67-12	2016 Flat Bed Truck	\$7,926.64
				<b>Total</b>	<b>\$39,633.22</b>
Larsen Sign Co	43883	20904	001-594-21-75-03	2017-Ford SUV Lettering	\$2,953.80
				<b>Total</b>	<b>\$2,953.80</b>
Lemay Mobile Shredding	43856	4485629	001-521-20-31-06	PD Shredding	\$35.02
				<b>Total</b>	<b>\$35.02</b>
LN Curtis & Son	43857	285587	001-521-20-31-01	Uniform Items for Teclmariam	\$261.12
				<b>Total</b>	<b>\$261.12</b>
Micro Data	43884	41931	001-521-21-31-01	Parking Infraction Books	\$177.66
				<b>Total</b>	<b>\$177.66</b>
Mitel Leasing	43885	1387776	001-594-12-41-02	PSB Phone Lease	\$23.07

Vendor	Number	Invoice	Account Number	Notes	Amount	
Mitel Leasing	43885	1387776	001-594-21-41-03	PSB Phone Lease	\$103.81	
			001-594-22-41-01	PSB Phone Lease	\$103.80	
	1387778	001-594-14-41-03	City Hall Phone Lease	\$44.68		
		001-594-24-41-02	City Hall Phone Lease	\$8.93		
		001-594-76-41-02	City Hall Phone Lease	\$8.94		
		101-594-42-41-02	City Hall Phone Lease	\$8.93		
		401-594-34-42-03	City Hall Phone Lease	\$50.04		
		408-594-35-64-55	City Hall Phone Lease	\$48.25		
		410-594-31-41-42	City Hall Phone Lease	\$8.93		
		<b>Total</b>	<b>\$409.38</b>			
Nisqually Indian Tribe	43886	10382	001-523-60-41-00	Jail Services-May 2016	\$2,310.00	
				<b>Total</b>	<b>\$2,310.00</b>	
Northwest Cascade INC	43858	Pay Request #3-High Cedars Force Main	408-594-35-63-25	Pay Request #3-High Cedars Force Main	\$195,844.44	
				<b>Total</b>	<b>\$195,844.44</b>	
Nova Contraction INC	43859	Pay Request #5-Rainier Lane SE-Final	401-594-34-63-36	Pay Request #5-Rainier Lane SE-Final	\$3,527.42	
				408-594-35-63-31	Pay Request #5-Rainier Lane SE-Final	\$18,812.89
				410-594-31-63-29	Pay Request #5-Rainier Lane SE-Final	\$1,175.80
				<b>Total</b>	<b>\$23,516.11</b>	
O'Reilly Auto Parts	43860	12655583-Aug2016	001-521-50-48-04	Radiator Cap	\$6.66	
			001-521-50-48-04	Mirror & Vent Oil	\$16.30	
			101-542-30-48-04	Valve Stems for Tar Pot	\$4.86	
			105-576-80-48-01	Oil Filter for Tiger	\$10.21	
			105-576-80-48-02	Floor Mats-FA 1068	\$32.63	
			401-534-50-48-06	Motor Oil	\$7.82	
			401-534-50-48-06	Floor Mats-FA 1072	\$23.38	
			401-534-50-48-06	Tool Box-Tool Bag-Floor Mats-FA 1071	\$25.73	
			408-535-50-48-08	Motor Oil	\$7.83	
			408-535-50-48-08	Floor Mats-FA 1072	\$23.38	
			408-535-50-48-08	Tool Box-Tool Bag-Floor Mats-FA 1071	\$50.40	
			<b>Total</b>	<b>\$209.20</b>		
			Orting Floral/greenhouse	43861	1364	001-571-20-31-20
105-594-76-64-04	Fertilizer for Baskets	\$54.40				
<b>Total</b>	<b>\$127.84</b>					

Vendor	Number	Invoice	Account Number	Notes	Amount
Orting Lacrosse	43887	Aug2016-401	001-571-20-31-04	Movies in the Park & Soldiers Home	\$400.00
				<b>Total</b>	<b>\$400.00</b>
Orting Valley Senior Cent	43840	Aug2016-300	001-571-20-31-06	Monthly Support-Aug 2016	\$1,083.33
				<b>Total</b>	<b>\$1,083.33</b>
Pierce County	43888	CI-22002 C-104188	001-521-50-41-02	ILA-Nisqually Indian Tribe-Jail Fees	\$93.00
			401-534-10-41-04	Water Transmission-Distribution Publications	\$122.00
		CI-220041 C-104188	001-566-00-51-00	2nd QRT Liquor Excise & Profit Tax	\$467.53
		CI-220201 C-104188	001-538-40-47-00	2nd QRT Peg Fees	\$1,082.14
			001-586-00-08-00	2nd QRT Peg Fees	\$1,082.14
				<b>Total</b>	<b>\$2,846.81</b>
Puget Sound Energy	43862	200001247663-Aug2016	408-535-50-47-07	VC Lift Station	\$518.74
	43889	200001247812-Aug2016	320-595-30-63-01	SR 162 Signal	\$26.81
		200001248034-Aug2016	401-534-50-47-07	Harman Springs	\$49.52
		200001248190-Aug2016	105-576-80-47-01	North Park	\$10.80
		200001248372-Aug2016	401-534-50-47-08	Well 3	\$277.85
		200001248539-Aug2016	001-525-50-47-01	Lahar Siren	\$10.80
		200001532189-Aug2016	105-576-80-47-02	Main Park	\$153.55
			105-576-80-47-03	Bell Tower	\$65.80
		200002708986-Aug2016	408-535-50-47-05	VG Lift Station	\$196.38
		200003766280-Aug2016	001-514-21-32-01	City Hall-City Shop @ City Hall	\$13.08
			001-514-21-47-01	City Hall-City Shop @ City Hall	\$113.03
			001-524-20-32-05	City Hall-City Shop @ City Hall	\$13.08
			401-534-50-47-01	City Hall-City Shop @ City Hall	\$113.03
			401-534-50-47-09	City Hall-City Shop @ City Hall	\$13.08
			408-535-50-47-01	City Hall-City Shop @ City Hall	\$113.02
			408-535-50-47-08	City Hall-City Shop @ City Hall	\$13.07
		200005438367-Aug2016	401-534-50-47-05	Wingate	\$560.37
		200009717931-Aug2016	401-534-50-47-04	Well 2	\$27.42
		200010396329-Aug2016	001-521-50-47-00	PSB	\$641.98
			001-522-50-47-00	PSB	\$641.97
		200010396543-Aug2016	105-576-80-47-01	North Park	\$98.19
	43862	200010396733-Aug2016	401-534-50-47-11	Well 4	\$2,929.90
	43889	200010629349-Aug2016	101-542-63-47-01	City Shop	\$11.46
			104-536-50-47-01	City Shop	\$9.17
			401-534-50-47-01	City Shop	\$13.75
			408-535-50-47-01	City Shop	\$11.46
		200013874264-Aug2016	408-535-50-47-04	WWTP	\$6,360.84
		200014994137-Aug2016	410-531-38-47-00	VG Storm Pond	\$43.03
		200015669910-Aug2016	401-534-50-47-02	Wingate Chlorinator	\$88.61
		200019613294-Aug2016	104-536-50-47-02	Cemetery Shop	\$160.16

Vendor	Number	Invoice	Account Number	Notes	Amount	
Puget Sound Energy	43862	200019646914-Aug2016	101-542-63-47-03	Street Lights	\$61.93	
		43889	200021064239- Aug2016	401-534-50-47-03	Well 1	\$555.50
			200021119249- Aug2016	401-534-50-47-02	Chlorinator	\$16.95
			200021141250-Aug2016	408-535-50-47-03	Lift Station	\$25.81
			200021421298-Aug2016	408-535-50-47-06	Sewer Pump Station	\$26.81
			200022934653-Aug2016	001-575-50-47-01	MPC/Library	\$619.94
			200024404523-Aug2016	408-535-50-47-02	Lift Station	\$82.32
	43862		220000846174-Aug2016	101-542-63-47-03	Street Lights	\$23.36
			300000002406-Aug2016	101-542-63-47-03	Street Lights	\$5,654.18
			<b>Total</b>	<b>\$20,366.75</b>		
Puyallup, City of	43890	AR111605	001-523-60-41-00	Jail Fees-June2016	\$65.00	
				<b>Total</b>	<b>\$65.00</b>	
Rundle, Denis	43891	1828	408-535-90-49-00	Reimbursement for American Membrane Workshop	\$225.00	
				<b>Total</b>	<b>\$225.00</b>	
Sarco Supply	43892	1096535	001-575-50-31-01	MPC Bathroom Supplies	\$297.08	
				<b>Total</b>	<b>\$297.08</b>	
Scientific Supply & Equip	43863	31422389	408-535-10-31-00	Lab Supplies	\$252.32	
				<b>Total</b>	<b>\$252.32</b>	
SCORE	43864	2091	001-523-60-41-00	Jail Fees-July 2016	\$5,495.00	
				<b>Total</b>	<b>\$5,495.00</b>	
Spectral Laboratories	43865	111612	408-535-10-41-03	Lab Testing	\$183.00	
				<b>Total</b>	<b>\$183.00</b>	
Staples Advantage- Dept LA	43893	3310564378	001-511-60-31-01	Office Supplies	\$32.54	
			001-514-23-31-02	Office Supplies	\$32.53	
			401-534-10-31-00	Office Supplies	\$32.54	
			408-535-10-31-00	Office Supplies	\$32.54	
			410-531-38-31-00	Office Supplies	\$32.54	
			<b>Total</b>	<b>\$162.69</b>		
The News Tribune	43866	257635-Aug2016	001-511-60-49-03	Meeting Publication	\$71.54	
			001-511-60-49-03	ORD 2016-985 Publication	\$127.69	
			001-511-60-49-03	Meeting Publication	\$133.63	
			001-511-60-49-03	Meeting Publication	\$143.05	
			001-558-60-31-03	Notice of Decisions- Publication	\$113.25	
			001-558-60-31-03	DNS Municipal Code-Publication	\$118.61	
			001-558-60-31-03	DNS Publication	\$133.67	
			001-558-60-31-03	Meeting Publication	\$149.36	
			<b>Total</b>	<b>\$990.80</b>		

Vendor	Number	Invoice	Account Number	Notes	Amount
US Bank Equipment Finance	43867	310094222	001-594-14-75-00	City Hall Copier Lease	\$326.54
				<b>Total</b>	<b>\$326.54</b>
Utilities Underground Location Center	43868	6070183	401-534-60-41-00	Locates	\$27.72
			408-535-60-41-00	Locates	\$27.72
				<b>Total</b>	<b>\$55.44</b>
Wa. State Dept. of Ecolog	43869	NR17102001	408-535-50-51-00	Renewal for Wastewater Laboratory	\$680.00
				<b>Total</b>	<b>\$680.00</b>
Water Management Lab Inc.	43870	151032-151265-151458	401-534-10-41-03	Lab Testing	\$623.00
				<b>Total</b>	<b>\$623.00</b>
Wex Bank	43871	48577053	001-521-20-32-00	Fuel-PD	\$2,211.11
				<b>Total</b>	<b>\$2,211.11</b>
Zumar Industries Inc	43872	0183649	105-594-76-63-38	Information to Reserve Fields	\$110.08
		0183751	101-542-64-49-00	4 Hour Parking Sign	\$61.11
				<b>Total</b>	<b>\$171.19</b>
				<b>Grand Total</b>	<b>\$438,512.61</b>



**City Of Orting  
Council Agenda Summary Sheet**

<b>AB16-78</b>  <b>SUBJECT: Appointment of Civil Service Commissioner.</b>	<b>Agenda Item #:</b>	<b>AB16-78</b>
	<b>For Agenda of:</b>	<b>8/31/16</b>
	<b>Department:</b>	<b>Administration</b>
	<b>Date Submitted:</b>	<b>8/19/16</b>

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

<b>Attachments: Application and Resume</b>
<p><b>SUMMARY STATEMENT:</b></p> <p><i>There is currently a vacancy on the Civil Service Commission. The term for this position ends 12/31/17. Members are appointed by the Mayor and confirmed by the City Council.</i></p> <p><i>The Civil Service Commission consists of five (5) members who are citizens of the United States, a resident of the City of Orting (inside city limits) for at least three (3) years prior to appointment and an elector of Pierce County. The Civil Service Commission's role is to make and maintain suitable rules and regulations as to full time employees of the Orting Police Department as to RCW 41.12. Such rules and regulations shall provide the manner in which examinations may be held, and how appointments, promotions, transfers, reinstatements, demotions, suspensions and discharges shall be made. Further, the commission may provide for any other matter, which may be considered desirable to carry out. Such rules and regulations may be changed from time to time. The Civil Service Commission shall have no administrative or supervisory powers not available to the City Council.</i></p>
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>
<p><b>RECOMMENDED ACTION:</b></p> <p><b>Motion- Move to approve the Mayor's appointment of Lonny Meadows to the position of Civil Service Commissioner.</b></p>

Lonny W. Meadows  
PO 1941  
301 Whitesell Ct NW  
Orting, WA 98360  
[REDACTED]

City of Orting

Dear Sirs:

I am applying for a position in the Civil Service Commission. I have worked under Civil Service for 30 years in law enforcement and feel I have some insight.

I am currently on the Orting Food Bank board of directors. I served in Idaho on the Jerome County Fair Board, as well as running youth boxing in Reno, Nevada, as well as in Jerome Idaho.

I would appreciate your consideration.

Sincerely,

*Lonny W Meadows*

Lonny W Meadows

Verified 5 yrs @ residence ✓  
8/16/2011



# Commission Application

City of Orting - Office of the City Clerk  
PO Box 489-110 Train St., Orting, WA 98360  
Phone: (360) 893-2219 - Fax: (360) 893-6809  
www.cityoforting.org

FOR CITY CLERK USE ONLY:

RECEIVED

AUG 08 2016

CITY OF ORTING

Name: Lanny W MEADOWS Date: 8-8-16

Mailing Address: PO 1941 ORTING WA 98360

Phone: [REDACTED] Alt. Phone: [REDACTED]

Best time to contact you: Any Time Email Address: [REDACTED]

How long at Residence: 5 yrs 301 Whittsell Ct NW

Commission desired:  
1.) Civil Service  
2.) \_\_\_\_\_

Reason you are interested in serving: I worked as a police officer for 30 years under civil service and would like to give back to the community

Previous community activities:  
Orting food bank, Jeune county fair board, RAW youth boxing for 18 years.

Applicable education, occupational, and specialized experience: AA CRIMINAL JUSTICE  
30 years in Law Enforcement including 4 yrs as Chief in KALAMA, WA

Commissions make recommendations regarding monetary expenditures an/or benefits to certain areas of the Community.

1.) Can you foresee possible conflicts of interest with any of your current employment or civic positions: NO

2.) When making these recommendations do you feel you could be impartial and base your decision on the overall need and benefit of the Community: yes

Are there any days or evenings you are unavailable to meet?: NO

Signature of Applicant: Lanny W Meadows Date: 8-8-16

Please return completed form and any additional information to:  
City of Orting - Attn: City Clerk, 110 Train St. SE, PO Box 489, Orting, WA 98360  
For more information, please call (360)893-2219



**City Of Orting  
Council Agenda Summary Sheet**

<b>AB16-79</b> <b>SUBJECT: Adoption of Animal Control Amending Ordinances with Pierce County.</b>	<b>Agenda Item #:</b>	<b>AB16-79</b>
	<b>For Agenda of:</b>	<b>08/31/16</b>
	<b>Department:</b>	<b>Administration</b>
	<b>Date Submitted:</b>	<b>08/25/16</b>

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

<b>Attachments: Ordinances 2016-992, 993 and 994</b>
<b>SUMMARY STATEMENT:</b> Pierce County has requested minor modifications to below listed Ordinances. Those requested modifications were not received in time for incorporation into the Ordinances as originally presented and adopted. Moreover, Pierce County recently indicated that it will be unable to commence animal control services on September 1, 2016, due to their own administrative backload. A new effective date is proposed.
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>
<b>RECOMMENDED ACTION:</b>  <p><b><u>Motion:</u></b> Move To Approve Ordinance No. 2016-992, Amending Ordinance No. 2016-986, And Orting Municipal Code Title 6 (Police Regulations), Chapter 3 (Animal Control), Article A (General Provisions), and Article D (Licensing Of Dogs and Cats).</p> <p><b><u>Motion:</u></b> Move to approve Ordinance No. 2016-993 Amending Ordinance, No. 2016-987. Amending Ordinance 2016-987 and New Title 4 (Business and License Regulations), Chapter 6 (Licensing Of Animal Businesses), Article C (Kennel or Cattery, Grooming Parlor, Short-Term Boarding Facility, or Pet Shop)</p> <p><b><u>Motion:</u></b> Move to approve Ordinance No. 2016-994, amending Ordinance No. 2016-989 Amending Ordinance No. 2016-989 And Orting Municipal Code Article B (Livestock) Of Chapter 3 (Animal Control) Of Title 6 (Police Regulations); Regarding Regulation Of Livestock Within City</p>

**CITY OF ORTING  
WASHINGTON  
ORDINANCE NO. 2016-992**

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**AN ORDINANCE OF THE CITY OF ORTING,  
WASHINGTON, AMENDING ORDINANCE NO. 2016-986  
AND ORTING MUNICIPAL CODE TITLE 6 (POLICE  
REGULATIONS), CHAPTER 3 (ANIMAL CONTROL),  
ARTICLE A (GENERAL PROVISIONS), AND ARTICLE D  
(LICENSING OF DOGS AND CATS); PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE  
DATE**

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

**WHEREAS**, Orting Municipal Code (OMC) Title 6, Chapter 3, Article A contains the City's regulations for cats, dogs and domestic animals; and

**WHEREAS**, the Pierce County Auditor's Office and Pierce County Sheriff's Office together, hereinafter referred to as the County, is in the business of providing services related to the care and control of animals for Pierce County residents; and

**WHEREAS**, the City of Orting is in need of animal control and pet licensing services and desires to contract with Pierce County for its animal control and licensing services for dogs, cats and domestic animals; and

**WHEREAS**, on July 7, 2016, the City Council authorized the Mayor and City Manager to execute an interlocal agreement with the County to provide animal control and pet licensing services to the City; and

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

**WHEREAS**, on August 10, 2016, the City Council held a public hearing on Ordinance No. 2016-986, adopting the Pierce County requirements for animal control, and the City Council held a first reading of said regulations; and

**WHEREAS**, on August 17, 2016, the City Council held a special meeting to conduct a second reading of the proposed regulations, and voted in favor of the adoption of Ordinance No. 2016-986; and

WHEREAS, upon further examination, the City and Pierce County have proposed minor edits to these regulations in order to ensure the adopted regulations accurately reflect their counterparts in the Pierce County Code; and

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

**Section 1. OMC 6-3A-2 (Authorized Agents May Perform Duties), Amended.** Orting Municipal Code 6-3A-2 (Authorized Agents May Perform Duties) is hereby amended to read as follows:

**6-3A-2 AUTHORIZED AGENTS MAY PERFORM DUTIES.**

Wherever a power is granted to or a duty imposed upon the Pierce County Sheriff or City of Orting Police Chief, the power may be exercised or the duty may be performed by a Deputy of the Sheriff or Police Chief, or by an authorized agent of Pierce County or the City of Orting, deputized by the Sheriff or the Police Chief.

A. The animal control authority shall be a division of the Pierce County Auditor. The duly elected auditor of Pierce County shall be the director of the animal control authority.

B. The animal control authority is authorized to enforce the provisions of the ~~Pierce County~~Orting Municipal Code and the laws of the State of Washington as they pertain to animals.

C. All animal control officers must be special deputies commissioned by the Pierce County Sheriff.

**Section 2. OMC 6-3A-13 (Conditions of Release), Amended.** Orting Municipal Code 6-3A-2 (Conditions of Release) is hereby amended to read as follows:

**6-3A-13 CONDITIONS OF RELEASE.**

The animal control agency is authorized to refuse to release to its owner any animal which has been impounded more than once in a 12-month period unless satisfied that the owner has taken steps that the violation will not occur again. The agency may impose reasonable conditions which must be satisfied by the owner before release of the animal, including conditions assuring that the animal will be confined. Any violation of the conditions of release is unlawful and shall constitute a ~~Civil Violation~~class 3 civil infraction pursuant to OMC 1-13-6.

**Section 3. OMC 6-3D-2 (Purchase of License), Amended.** Orting Municipal Code 6-3D-2 (Purchase of License) is hereby amended to read as follows:

**6-3D-2 Purchase of License.**

All dog or cat licenses shall be obtained by paying the required license fee in the amounts and within the time limits as provided in this Chapter to the Licensing Officer, or to the Licensing Officer's designated licensing agent. The license shall remain in force for a period of 12 months from the date of issuance. There is no prorating of any license fee. The applicant shall be furnished

with such license and a metal tag with the words "~~City of Orting~~Pierce County". The tag shall be attached to a collar or harness which will be worn by the dog or cat at all times.

**Section 4. Amending Ordinance No. 2016-986, Section 12, Effective Date.**

Section 12 regarding the Effective Date of Ordinance No. 2016-986 is hereby amended to read as follows:

This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force ~~September 1, 2016~~ five (5) days after the date of publication or upon execution of an agreement between Pierce County and the City of Orting for animal control services, whichever is later.

**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. Codification of Amendments.** The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the amendments, and publish the amended code.

**Section 7. Effective Date.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication or upon execution of an agreement between Pierce County and the City of Orting for animal control services, whichever is later.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 31<sup>st</sup>, DAY OF AUGUST, 2016.**

CITY OF ORTING

\_\_\_\_\_  
Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Jane Montgomery, City Clerk, CMC

Approved as to form:

\_\_\_\_\_  
Charlotte A. Archer, City Attorney  
Kenyon Disend, PLLC  
Filed with the City Clerk: August 25, 2016  
Passed by the City Council: August 31, 2016  
Ordinance No. 2016-992  
Date of Publication: September 2, 2016  
Effective Date: (See Section 7)

**CITY OF ORTING  
WASHINGTON  
ORDINANCE NO. 2016-993**

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**AN ORDINANCE OF THE CITY OF ORTING,  
WASHINGTON, AMENDING ORDINANCE 2016-987 AND  
NEW TITLE 4 (BUSINESS AND LICENSE REGULATIONS),  
CHAPTER 6 (LICENSING OF ANIMAL BUSINESSES),  
ARTICLE C (KENNEL OR CATTERY, GROOMING  
PARLOR, SHORT-TERM BOARDING FACILITY, OR PET  
SHOP); PROVIDING FOR SEVERABILITY; AND  
ESTABLISHING AN EFFECTIVE DATE**

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

**WHEREAS**, Orting Municipal Code (OMC) Title 4 contains the City's regulations businesses and licensure requirements therefor; and

**WHEREAS**, the Pierce County Auditor's Office and Pierce County Sheriff's Office together, hereinafter referred to as the County, is in the business of providing services related to the care and control of animals for Pierce County residents; and

**WHEREAS**, the City of Orting is in need of animal control and pet licensing services and desires to contract with Pierce County for its animal control and licensing services for dogs, cats and domestic animals; and

**WHEREAS**, on July 7, 2016, the City Council authorized the Mayor and City Manager to execute an interlocal agreement with the County to provide animal control and pet licensing services to the City; and

**WHEREAS**, as a condition of providing animal control and pet licensing services to the City, the interlocal agreement requires the City to adopt the licensure requirements for businesses focused on animals as adopted by the County;

**WHEREAS**, on August 10, 2016, the City Council held a public hearing on Ordinance No. 2016-987, adopting the Pierce County licensure requirements for businesses focused on animals, and the City Council held a first reading of said regulations; and

**WHEREAS**, on August 17, 2016, the City Council held a special meeting to conduct a second reading of the proposed regulations, and voted in favor of the adoption of Ordinance No. 2016-987; and

WHEREAS, upon further examination, the City and Pierce County have proposed minor edits to these regulations in order to ensure the adopted regulations accurately reflect their counterparts in the Pierce County Code; and

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

**Section 1. OMC 4-6C-4 (License Requirement), Amended.** Orting Municipal Code 4-6C-4 (License Requirement) is hereby amended to read as follows:

**4-6C-4 LICENSE REQUIREMENT.**

A. License Requirements – Generally. It shall be unlawful for any person to own, maintain, or have six or more dogs and/or cats, or operate a commercial kennel or cattery, boarding kennel/cattery, foster shelter/kennel/cattery, hobby kennel, grooming parlor, private kennel/cattery, short-term boarding facility, or pet shop, within the City without an applicable license as provided for by this Chapter.

Any person(s) who engages in more than one of the services or maintains more than one of the types of facilities cited in this Section shall pay all appropriate license fees as provided in OMC 4-6C-6.

Licensed veterinarians who, in addition to veterinary medical services on the premises, provide the ancillary services of boarding, grooming, and foster care for their patients, are exempt from the licensing requirements of this Chapter.

A noncommercial kennel with five or fewer dogs or cats must be licensed under OMC 6-3D-2 and not under this Chapter.

Phase Out Provisions for small kennels in the City of Orting. Owners of small kennels may choose to phase out a commercial kennel by gradually reducing the number of dogs and/or cats to below the six animal threshold. Owners of kennels with less than eleven animals who elect the phase out option will not be required to obtain a kennel license provided the following:

- i. The owner/operator of the kennel has a current pet license for each dog or cat and the licenses are timely renewed.
- ii. The owner/operator of the kennel does not add to or replace the animals and thereby allows the number of animals to be reduced to five or less.

Any owner/operator who does not meet these conditions, or does not comply with these conditions, must obtain a kennel license. Larger kennels are not subject to the phase out provisions. The owner/operator of a kennel that contains eleven or more dogs and/or cats are not subject to the phase out provisions herein and must obtain a kennel license through Pierce County by December 1, 2016.

Currently licensed grooming parlors will be issued a Pierce County grooming parlor license and not be subject to a first-time kennel application process.

B. Transfer of License. If there is any change in ownership of any commercial kennel or cattery, boarding kennel/cattery, foster shelter/kennel/cattery, hobby kennel/cattery, grooming parlor, private kennel/cattery, short-term boarding facility, or pet shop, the new owner may have the current permit transferred to his or her name upon the payment of \$75.00 transfer fee and upon the approval of the Licensing Officer, or the Licensing Officer's designated agent.

C. Grounds for Denial. A permit or license may be denied for the following causes:

1. Conviction by the applicant of crimes related to animals.

2. Withholding or falsifying any information on the application.

3. Failure to meet the requirements for approval from the City Planning Department or the Tacoma-Pierce County Health Department within 90 days from the date of application.

4. Failure to comply with the applicable zoning codes of the City.

D. Renewal. Upon compliance with OMC 4-6C-5 and the tender of any fees required by OMC 4-6C-6, the Licensing Officer, or the Licensing Officer's designated agent shall issue a renewal license, and the applicant for such license shall post such license in a conspicuous place upon the premises. A penalty fee of 100 percent of the license fee shall be assessed if the license application is not submitted by March 31. Payment of this penalty shall not preclude the imposition of penalties prescribed in OMC 4-6C-16 and 4-6C-17.

E. License – Required Information. Every license shall state on its face the name of the owner and operator of the animal facility, the address, the maximum number of animals which can be kept in the facility at any one time, and the expiration date of the license. The number of animals which can be kept in the facility at any one time shall be determined by the City-County who inspected the premises, and may be modified by the City-Licensing Agent from time to time if the facility conditions change. The location of any kennel shall not be changed without prior permission of the Licensing Officer, or the Licensing Officer's designated agent, and such permission will be granted only after appropriate inspections have been conducted.

F. Records – Duty to Maintain. Every licensed person shall maintain records for three years (current year and past two years) on dogs and/or cats. Said records shall contain a list of the names and addresses of persons from whom animals are received and to whom animals are sold, traded, given away, or groomed. All animal transactions shall be listed on the records and these records shall be made available for inspection by the City and/or agent at all reasonable times for a specific reason.

**Section 2. OMC 4-6C-5 (Application), Amended.** Orting Municipal Code 4-6C-5 (Application) is hereby amended to read as follows:

**4-6C-5 APPLICATION.**

A. Application – Generally. Application for a new license under the provisions of this Chapter may be made at any time.

B. Application – Required Information. Any person applying for a license as required by this Chapter shall submit to the Licensing Officer, or the Licensing Officer’s designated agent, the following information:

1. The name and address of the person(s) owning the facility;
2. The name and address of the person(s) having the supervision of the facility;
3. The address or location of the facility;
4. The maximum number of dogs and/or cats or combination thereof which such facility will contain;
5. The name and address of the person designated by the applicant as agent for the service of legal process or notice;
6. A written statement or permit issued by the City Planning Department verifying that such commercial kennel or cattery, boarding kennel/cattery, foster shelter/kennel/cattery, hobby kennel/cattery, grooming parlor, private kennel/cattery, short-term boarding facility, or pet shop is in compliance with applicable zoning codes of the City or is denied;
7. A statement by the applicant giving permission for inspection of the facilities at any reasonable time;
8. A statement or permit from the Tacoma-Pierce County Health Department to insure that adequate provisions for sanitary facilities can be provided;
9. If the applicant is a pet store, a list of all species of animals; i.e., dogs, cats, birds, reptiles, primates, insects, fish, rodents, and any/or all others, that are to be sold;
10. The name and address of the licensed veterinarian who cares for the applicant's sick or injured animals;
11. Proof that the application indicates the appropriate type of kennel category (commercial kennel or cattery, boarding kennel/cattery, foster shelter/kennel/cattery, hobby kennel/cattery, grooming parlor, private kennel/cattery, short-term boarding facility, or pet shop). Proof may be in the form of a business license, a bona fide membership in a purebred animal club, or other such evidence acceptable to the Licensing Officer.

**Section 3. OMC 4-6C-6 (License), Amended.** Orting Municipal Code 4-6C-6 (License) is hereby amended to read as follows:

**4-6C-6 LICENSE.**

Upon compliance with OMC 4-6C-5 and the tender of any fees as required by OMC 4-6C-6, the Licensing Officer or the Licensing Officer’s designated agent, shall issue a license for such commercial kennel or cattery, boarding kennel/cattery, foster shelter/kennel/cattery, hobby kennel/cattery, grooming parlor, private kennel/cattery, short-term boarding facility, or pet shop.

A. Duty to Comply. The licensee shall comply with all standards, rules and regulations set forth in this Chapter throughout the licensing period.

B. Duty to Post. The licensee shall post such license in a conspicuous place upon the premises where such commercial kennel or cattery, boarding kennel/cattery, foster shelter/kennel/cattery, hobby kennel/cattery, grooming parlor, private kennel/cattery or pet shop is maintained.

~~C. Distribution. The Licensing Officer or the Licensing Officer's designated agent, will distribute each license to the following agencies:~~

- ~~1. Pierce County Fire Prevention Bureau~~
- ~~2. Pierce County Planning and Land Services Department~~
- ~~3. Tacoma Pierce County Health Department.~~

**Section 4. OMC 4-6C-7 (Kennel Regulations), Amended.** Orting Municipal Code 4-6C-7 (Kennel Regulations) is hereby amended to read as follows:

**4-6C-7 KENNEL REGULATIONS.**

A. The ~~City-County~~ shall promulgate such standards, rules, and regulations as are necessary for the operation of this Chapter. The standards for inspections are attached hereto and made a part by reference herein. These standards, rules, and regulations shall be developed in conjunction with one representative from each group covered under this Chapter and a representative from Departments listed in OMC 4-6C-6(C). These standards, rules, and regulations may be amended and shall include, but are not limited to, the following:

1. Sanitation and safety regulations;
2. Minimum standards for food and water;
3. Standards for facility construction and maintenance;
4. Classification and separation of animals;
5. Requirements for veterinarian care.

B. A copy of the standards, rules, and regulations promulgated by the ~~City-County~~ shall be furnished to each applicant for a license or license renewal.

C. Initial application for any of the licenses covered under this Chapter shall be provisional and will be issued after the applicant complies with these regulations and any rules and regulations that may subsequently be formulated. The applicant must be in total compliance with the rules and regulations at the end of six months or within a correction time schedule for compliance with this Chapter.

D. Kennel Facilities – Minimum Requirements.

1. Any person keeping more than 10 dogs and/or cats must provide Kennel Facilities.
2. Kennel Facilities shall comply with all applicable zoning regulations, including setback requirements.
3. Owners and Operators of any kennel shall comply with the rules and regulations referenced in OMC 4-6C-4.
4. All dogs and cats over the age of seven months shall be included as part of the kennel for payment of fees.

**Section 5. OMC 4-6C-11 (License Suspension and Revocation), Amended.** Orting Municipal Code 4-6C-11 (License Suspension and Revocation) is hereby amended to read as follows:

**4-6C-11 LICENSE SUSPENSION AND REVOCATION.**

Any license issued for commercial kennel or cattery, foster shelter/kennel/cattery, hobby kennel, grooming parlor, private kennel/cattery or pet shop under the provisions of this Chapter shall be subject to suspension or revocation if the City or its designee determines that such commercial kennel or cattery, foster shelter/kennel/cattery, hobby kennel, grooming parlor, private kennel/cattery, short-term boarding facility, or pet shop is being operated in violation of this Chapter.

~~The Auditor or any examiner appointed by the Council shall have the power and authority to suspend or revoke any license issued under the provisions of this Title when the Auditor determines that there are sufficient grounds for suspending or revoking any license issued pursuant to this Title. The Auditor shall notify such licensee in writing by certified mail of the suspension or revocation of his license and the grounds therefor. Notice mailed to the last business address on file with the Auditor shall constitute sufficient notice. In addition to grounds specifically provided in the individual licensing Sections, any license issued pursuant to the provisions of this Title may be suspended or revoked based on one or more of the following grounds: The City or any examiner appointed by the City Council shall have the power and authority to suspend or revoke any license issued under the provisions of this Chapter when the City determines that there are sufficient grounds for suspending or revoking any license issued pursuant to this Chapter. The City shall notify such licensee in writing by certified mail of the suspension or revocation of his license and the grounds therefor. Notice mailed to the last business address on file with the City shall constitute sufficient notice. In addition to grounds specifically provided in the individual licensing Sections, any license issued pursuant to the provisions of this Chapter may be suspended or revoked based on one or more of the following grounds:~~

- A. The license was procured by fraud or false representation of fact.
- B. The licensee has violated or failed to comply with any of the provisions of this Chapter.
- C. The licensee, or any of his servants, agents, or employees while acting within the scope of their employment, has committed a felony or misdemeanor, excluding minor traffic violations.
- D. The licensee or any of his servants, agents, or employees, while acting within the scope of their employment, have violated any law or resolution relating to the sale or possession of

intoxicating liquor; the use, possession or sale of narcotic or dangerous drugs or violated any law or resolution relating to public morality and decency.

E. The conduct of the business or activity for which the license was issued has resulted in the creation of a nuisance or has caused disorderly conduct to occur on or immediately adjacent to the business premises.

F. The check submitted with the license application has been dishonored.

Any failure or refusal on the part of any licensee to obey any rule, regulation or request of the Enforcement Agency, or Enforcement Official, shall be grounds for the revocation of a license.

A decision regarding suspension or revocation shall be in writing. The decision shall be mailed to the applicant/licensee to the address listed on the application via first class and certified mail with return receipt requested.

The period of revocation shall be at least one year and the licensee shall not again be licensed for a similar business during such period or for such additional period as is fixed by the City or examiner.

The period of suspension shall be fixed by the City or examiner at not more than 365 days.

**Section 6. Amending Ordinance No. 2016-987, Section 6, Effective Date.**

Section 6 regarding the Effective Date of Ordinance No. 2016-987 is hereby amended to read as follows:

This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force ~~September 1, 2016~~ five (5) days after the date of publication or upon execution of an agreement between Pierce County and the City of Orting for animal control services, whichever is later.

**Section 7. 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 8. Codification of Amendments.** The City Council authorizes the City Clerk to correct any non-substantive errors in Exhibits A-C hereto, codify the amendments, and publish the amended code.

**Section 9. Effective Date.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication or upon execution of an agreement between Pierce County and the City of Orting for animal control services, whichever is later.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE  
31<sup>st</sup> DAY OF AUGUST, 2016.**

CITY OF ORTING

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Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

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Jane Montgomery, City Clerk, CMC

Approved as to form:

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Charlotte A. Archer  
Kenyon Disend, PLLC  
City Attorney

Filed with the City Clerk: 08.25.16  
Passed by the City Council: 8.31.16  
Ordinance No. 2016-993  
Date of Publication: September 2, 2016  
Effective Date: (See Section 9)

**CITY OF ORTING  
WASHINGTON  
ORDINANCE NO. 2016-994**

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**AN ORDINANCE OF THE CITY OF ORTING,  
WASHINGTON, AMENDING ORDINANCE NO. 2016-989  
AND ORTING MUNICIPAL CODE ARTICLE B  
(LIVESTOCK) OF CHAPTER 3 (ANIMAL CONTROL) OF  
TITLE 6 (POLICE REGULATIONS); REGARDING  
REGULATION OF LIVESTOCK WITHIN CITY;  
PROVIDING FOR SEVERABILITY; AND ESTABLISHING  
AN EFFECTIVE DATE**

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

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

**WHEREAS**, OMC Title 6, Chapter 3, Article B pertains to the keeping of animals with provisions regulating the density of animals and the setbacks of animal enclosures, and are enforced by the City's Code Enforcement Officer; and

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

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

**WHEREAS**, under the terms of the agreement between the City and Pierce County, Pierce County will not provide any services related to the regulations codified at OMC Title 6, Chapter 3, Article B, as those regulations are outside the scope of the agreement; and

**WHEREAS**, Pierce County has requested that the City amend OMC Title 6, Chapter 3, Article B to clarify that Pierce County will not provide any services related to the aforementioned regulations; and

**WHEREAS**, the City Council agrees that the requested amendments will provided needed clarification as to Pierce County's role in the City as it relates to animal control and pet licensing; and

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

**Section 1. OMC 6-3B-1 (Introduction; Intent), Amended.** Orting Municipal Code 6-3B-1 (Introduction; Intent) is hereby amended to read as follows:

**6-3B-1: INTRODUCTION; INTENT:**

The City of Orting finds there is a need to accommodate farming activity commonly referred to as urban agriculture. This can include a range of activities, such as production of food on a single family residential lot for a family's personal use, urban vegetable gardens on common property for community use, or a small commercial farm activity located in areas zoned for this use. This Article is outside the scope of interlocal agreement between Pierce County and the City of Orting, dated September 1, 2016, relating to animal control services and animal licensing. Pierce County is not responsible for the enforcement of this Article, unless otherwise specifically stated herein.

While agricultural activity has often been considered inconsistent with smart growth principals of accommodating density in urban areas, the two do not need to be mutually exclusive. Urban agricultural activity for personal use on individual single family lots, or on common property for community agricultural use, or in the form of small commercial urban farms, can add to the urban fabric and create a richer context for urban neighborhoods. These beneficial uses can be accommodated without sacrificing the objectives of the state Growth Management Act (GMA) and designated urban areas.

Urban agricultural activities managed in a responsible way, with sensitivity to urban density and land use compatibility issues, can benefit the individuals participating in the activity and the community at large by providing fresh produce, additional food choices, economic development opportunity, a more sustainable lifestyle and urban neighborhoods with more variety and interest. This section has been developed with the purpose of providing Orting citizens an opportunity to participate and benefit from these activities.

**Section 2. Amending Ordinance No. 2016-989, Section 4, Effective Date.**

Section 4 regarding the Effective Date of Ordinance No. 2016-989 is hereby amended to read as follows:

This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force September 1, 2016 five (5) days after the date of publication or upon execution of an agreement between Pierce County and the City of Orting for animal control services, whichever is later.

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

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

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

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 31<sup>st</sup> DAY OF AUGUST, 2016.**

CITY OF ORTING

---

Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

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Jane Montgomery, City Clerk, CMC

Approved as to form:

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Charlotte A. Archer  
Kenyon Disend PLLC  
City Attorney  
Filed with the City Clerk: August 25, 2016  
Passed by the City Council: August 31, 2016  
Ordinance No.2016-994  
Date of Publication: September 2, 2016  
Effective Date: (See section 5)



**City Of Orting  
Council Agenda Summary Sheet**

<b>AB16-80</b> <b>SUBJECT: Ordinance NO. 2016-991</b> <b>amending Orting Municipal Code section</b> <b>15-6-10(B) related to an impact fee deferral</b> <b>process.</b>	<b>Agenda Item #:</b>	<b>AB16-80</b>
	<b>For Agenda of:</b>	<b>August 31, 2016</b>
	<b>Department:</b>	<b>Planning</b>
	<b>Date Submitted:</b>	<b>August 25, 2016</b>

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

<p><b>Attachments: Ordinance</b></p> <p><b>SUMMARY STATEMENT:</b> The City of Orting is authorized by Chapter 82.02 RCW to require new growth and development within the City to pay a proportionate share of the cost of new facilities to serve such new growth and development through the assessment of impact fees. Pursuant to such authority and the police powers of the City, the City has enacted OMC 15-6 establishing such impact fees. On April 16, 2015, the Washington State Legislature passed ESB 5923, Chapter 241, Laws of 2015, which requires cities to adopt a deferral process for the payment of impact fees for single-family detached and single-family attached residential construction. This is being brought to the City Council because in order to comply with this new law, the City will need to amend part of its already existing impact fee deferral process.</p> <p>The proposed Ordinance keeps the City in compliance with State law.</p> <p><b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> Planning Commission Meeting on August 1, 2016.</p> <p><b>RECOMMENDED ACTION:</b> <b>A MOTION to adopt Ordinance No. 2016-991, Amending Orting Municipal Code section 15-6-10(B) related to an impact fee deferral process.</b></p>
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**CITY OF ORTING**  
**WASHINGTON**  
**ORDINANCE NO.**

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**AN ORDINANCE OF THE CITY OF ORTING,  
WASHINGTON, AMENDING ORTING MUNICIPAL CODE  
SECTION 15-6-10(B) RELATED TO AN IMPACT FEE  
DEFERRAL PROCESS; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE  
DATE**

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**WHEREAS**, the City of Orting is authorized by Chapter 82.02 RCW to require new growth and development within the City to pay a proportionate share of the cost of new facilities to serve such new growth and development through the assessment of impact fees; and

**WHEREAS**, pursuant to such authority and the police powers of the City, the City has enacted OMC 15-6 establishing such impact fees; and

**WHEREAS**, on April 16, 2015, the Washington State Legislature passed ESB 5923, Chapter 241, Laws of 2015, which requires cities to adopt a deferral process for the payment of impact fees for single-family detached and single-family attached residential construction; and

**WHEREAS**, in order to comply with this new law, the City will need to amend part of its already existing impact fee deferral process;

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

**Section 1. Amendment of Section 15-6-10(B) OMC (Assessment and Collection), Amended.** Section 15-6-10(B) (Assessment and Collection) of the Orting Municipal Code is hereby amended to read as follows:

B. Collection Time: Collection shall occur prior to the time of building permit issuance unless the fee payer [requests a deferral as outlined below and](#) provides the city with proof that a voluntary impact fee lien in the form provided for in subsection C of this section has been executed by all legal owners of the property upon which the development activity allowed by the building permit is to occur, and the form has been recorded in the office of the Pierce County auditor. If a voluntary impact fee lien has been recorded, [then the following](#) collection shall occur:

1. Pursuant to RCW 82.02.050, applicants for single-family attached or single-family detached residential building permits may request to defer payment, for no more than eighteen months from the date of building permit issuance, of required impact fees until final inspection, which request shall be granted so long as the requirements of this chapter are satisfied. If a deferral request is granted under this section, the City may withhold certification of final inspection until the impact fees have been paid in full.

a. A request for impact fee deferral shall be made in writing on a form provided by the City, and submitted contemporaneously with the associated building permit application. Any request for impact fee deferral must be accompanied by an administrative fee in an amount determined by resolution of the City Council.

a.b. The deferral entitlements allowed under this chapter shall be limited to the first twenty (20) single-family residential construction building permits per applicant, as identified by contractor registration number or other unique identification number, per year.

4. As part of the closing of the sale of a residence, but no later than eighteen (18) months from the date of issuance of the building permit. In the event that the fee is not paid within the time provided in this subsection, the city shall institute foreclosure proceedings in accordance with the provisions set forth in subsection C of this section.

2. For dwelling units other than single-family, prior to the issuance of the certificate of occupancy. The applicant must provide evidence to the county that the fee has been paid.

3. If development activity originally excluded from the scope of this chapter is converted to a residential use creating an impact on schools and/or parks, the appropriate fee shall be immediately determined and become due for payment.

**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.

**Commented [AK1]:** Note: the City may need to update its fee schedule, if applicable.

**Commented [AK2]:** The assessment of "reasonable administrative fees" is permitted under the new RCW 82.02.050(3)(h), but whether or not to require such a fee is up to the City to decide.

**Commented [AK3]:** Applicants are statutorily entitled to the first 20 deferrals. The City may choose to grant additional deferrals to a repeat applicant, but in that event the City must give substantial weight to recommendation of the school district(s). See RCW 82.02.050(g)(i), as amended by ESB 5923.

**ADOPTED** BY THE CITY COUNCIL OF THE CITY OF ORTING AT A REGULAR MEETING THEREOF ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

CITY OF ORTING

\_\_\_\_\_  
, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
, City Attorney

Filed with the City Clerk: \_\_\_\_\_

Passed by the City Council: \_\_\_\_\_

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_



## CITY OF ORTING PLANNING COMMISSION REVIEW, FINDINGS OF FACT AND RECOMMENDATIONS TO THE CITY COUNCIL

The Planning Commission held an Open Record Public Hearing on August 1, 2016 to consider and hear public comment for proposed amendments to OMC Section 15-6-10 (B), related to an impact fee deferral process. The Ordinance has been sent to the City Council.

### SUMMARY OF RECOMMENDATIONS

The Planning Commission recommends approval of the Impact Fee Deferral Ordinance to the City Council.

### PLANNING COMMISSION PROCEDURE

The Planning Commission held an Open Record Public Hearing on August 1, 2016 during a regular meeting at the Orting Public Safety Building on August 1, 2016. The Planning Commission discussed the proposal and the staff report and took public testimony. After deliberation, the Commission moved to recommend approval of the amendments to OMC Section 15-6-10 (B) as stated above.

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Jennifer Sargent, Planning Commission Chair

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Date



**CITY OF ORTING  
DEVELOPER UTILITY EXTENSION AGREEMENT**

**PROJECT TITLE:** \_\_\_\_\_  
**DEVELOPER:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TAX PARCEL(S):** \_\_\_\_\_

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**CITY OF ORTING  
DEVELOPER UTILITY EXTENSION AGREEMENT**

The undersigned \_\_\_\_\_, hereinafter referred to as DEVELOPER, hereby makes application to the City of Orting, hereinafter referred to as CITY, for permission to construct and install an extension to the CITY’s utility and street system, on public right-of-way, and/or on easements which are subject to the approval of the CITY and connect the same to the utility and street system of the CITY and makes the following representation and agreements to wit:

1. LOCATION

The proposed utility extension and streets shall be for the use and benefit of the property hereinafter described, which property is owned by the DEVELOPER and/or other owners who are contributing to the cost of said extension and construction; said other owners join in this application and referred to as “additional owners”; that said property is described as follows:

**Description of Property**

Short Name: \_\_\_\_\_

Full Legal Description of Property: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Pierce County Tax Assessors number(s): \_\_\_\_\_

Project Description: \_\_\_\_\_

Property Owner Name(s): \_\_\_\_\_

Anticipated Utility Construction Start Date: \_\_\_\_\_

2. DESCRIPTION OF EXTENSION

The proposed extension will consist of the following:

	Length of Extension		Other Improvements <sup>1</sup>	
	Off-Site <sup>2</sup>	On-Site <sup>3</sup>	Off-Site <sup>1</sup>	On-Site <sup>2</sup>
Water Main				

<sup>1</sup> For example, pump stations, detention facilities.

<sup>2</sup> Improvements outside property described in Section I.

<sup>3</sup> Improvements within property described in Section I.

Sewer Main			
Storm Drain			
Roadway <sup>4</sup>			
Sidewalk			

3. GENERAL CONDITIONS

The above utility and street extensions shall be constructed in accordance with plans and specifications approved by the CITY and in accordance with the standards and conditions of the CITY. The standards and conditions are on file in city hall of the CITY. The terms and conditions of which are by this reference made a part hereof as though set forth in full herein.

The DEVELOPER shall perform all work necessary to accomplish the proposed utility extensions including, but not limited to, design, specifications, permitting and construction. All work shall be performed by qualified personnel. The work shall be in accordance with this Agreement, engineering standards, City of Orting Municipal Code, City ordinances and regulations including the CITY's Development Standards, applicable requirements of other governmental agencies and good engineering principles.

Where federal, AWWA, ASTM, WSDOT/APWA, Pierce County, City of Orting or any other standard specifications are referenced to or included by reference herein, the latest issue and/or amendment thereto published at the date of approval of the plans by the CITY shall be incorporated in the contract by said reference as if set forth herein in full. Should a conflict exist between the approved design drawings and any standard specifications or details referenced herein, the following order of precedence shall prevail:

1. Orting Municipal Code
2. City of Orting Development Standards
3. Applicable Pierce County Standards
4. WSDOT Standard Specifications for Road, Bridge and Municipal Construction, Latest Edition
5. AWWA Standards
6. Approved Design Drawings

All work shall be subject to full-time inspection by the CITY. The CITY shall at all times have access to the work wherever it is in preparation or progress, and the DEVELOPER shall provide proper facilities for such access and inspection. The DEVELOPER shall make reasonable tests of the work at the DEVELOPER's expense upon the CITY's request. Whenever work must be specially tested or inspected for compliance with public regulations, or with the Plans and Specifications, the DEVELOPER shall give the CITY

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<sup>4</sup> Based on center line.

reasonable notice of the readiness of the work for such test or inspection. The CITY will attempt to make inspections within 24 hours of notification by the DEVELOPER. Work shall not be covered up or backfilled without consent of the CITY, and if it should be covered or backfilled without such consent, it must be uncovered for inspection at the DEVELOPER's expense if requested by the CITY. Such inspections and test shall not relieve the DEVELOPER of any of the responsibilities under this Agreement.

The DEVELOPER shall submit a weekly activity schedule. The schedule shall indicate the DEVELOPER's proposed activities for the forthcoming week to permit the CITY to more efficiently and effectively implement the contract engineering and inspection for the DEVELOPER's operation. The written weekly activities schedule shall be submitted to the CITY by the weekly construction meeting preceding the indicated activities.

The work shall be done in accordance with regulations of each public authority, including the local, county, state and federal agencies that may have jurisdiction over the manner and quality of performance of the work. The public shall not be inconvenienced unnecessarily in its use of the public streets. The DEVELOPER shall enforce discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to them. Employees or agents of the DEVELOPER, who may impair the quality of the construction, shall be removed from the work upon the written request of the CITY.

All construction in public roads or rights-of-way shall be done in accordance with the standards and requirements of the governmental agency having jurisdiction, and in accordance with requirements of the franchise or permit therefore. The DEVELOPER and Contractor shall be responsible to ascertain these requirements.

#### 4. PROJECT ENGINEERING AND DESIGN

The DEVELOPER shall have the right to select its own engineer to design and prepare the Plans. The Project Engineer shall only have authority to design and prepare the Plans for the extension to the CITY's water distribution and/or sewer collection system. Design work shall be in accordance with prudent engineering practice and all applicable governmental regulations and laws. The Plans shall conform in all respects to CITY specifications and must be approved by the CITY Engineer prior to commencement of work. The CITY shall have the sole right to approve or reject the Plans or require changes to be made to them. The final approved plans shall bear the seal of an engineer licensed in the State of Washington. Failure of the CITY to require changes in the Plans prior to approval of them shall not be deemed a waiver of the CITY's right to require such changes in the Plans as the CITY may deem necessary during the course of Work. It is the responsibility of the DEVELOPER to ensure that the Plans prepared by Project Engineer conform in all respects to CITY Specifications. Failure by the CITY to discover errors, omissions or discrepancies in the Plans shall not relieve the DEVELOPER of this responsibility.

At the time of DEVELOPER's payment of Development Services Fees to the CITY, the DEVELOPER shall notify the CITY in writing of the person or firm proposed to do the

Design. The DEVELOPER shall not employ any person or firm for any part of the Design work that the CITY may object to as incompetent, unfit or irresponsible.

The CITY shall have authority to approve, reject or require changes in Plans prepared by Project Engineer. The CITY shall also have authority to require such changes in the Plans as the CITY may deem necessary during the course of work. The CITY shall have general supervision and direction of work and shall have authority to stop work whenever, in the opinion of the CITY, the work stoppage shall be necessary to insure compliance with the approved Plans and Specifications.

The CITY shall have authority to reject work and materials that do not conform to the approved Plans and Specifications and permit requirements and to decide questions that may arise in the execution of the work. Failure or omission on the part of the CITY to reject unsuitable, inferior or defective work shall not release the DEVELOPER or DEVELOPER's bond from performing work in accordance with this contract. CITY representatives have no authority to waive the obligation of the DEVELOPER to perform work in accordance with this contract.

All Plans and Specifications prepared by the Project Engineer and submitted to the CITY as a condition of this contract shall be owned by and be the property of the CITY. The Project Engineer agrees to assign all ownership and use rights to the Plans and Specifications to the CITY.

Existing utilities and obstructions shall be shown on the Plans so far as known to the Project Engineer responsible for the preparation of the Design, but may have been obtained from old drawings or verbally from persons connected with a particular utility. Such information is not guaranteed but is made available to the DEVELOPER for such value as it may have. Incompleteness or errors in this information shall not be the cause of claim against the CITY nor shall it relieve the DEVELOPER of responsibility for repairing any damage DEVELOPER's activities may cause to such utilities. The DEVELOPER shall reimburse the CITY for damage to the property of the CITY or damage to the property of others for which the CITY is liable, caused by the DEVELOPER and for other expense, including attorney's fees and court costs incurred by the CITY because of such damage. Whenever the Contractor fails to repair or restore existing improvements damaged by Contractor's operators within 72 hours of notice from the CITY to effect such repair and restoration, the CITY may order said work done by others and all costs incurred shall be paid by the DEVELOPER. In emergencies where damage may result from delay and/or where loss of service may result, the corrections may be made by the CITY upon discovery, in which case the cost thereof shall be borne by the DEVELOPER. The CITY recommends the use of One-Call for underground utility locations, of which the telephone number is available at the CITY Office.

5. FEEES TO BE PAID BY THE DEVELOPER

Fees are to be paid by the DEVELOPER for administration, engineering, legal and other costs incurred or to be incurred in connection with the construction and installation of

utilities and streets for this project. Fees shall be paid by the DEVELOPER in consideration of the CITY providing the following services:

a. Review Services

1. General consultation with the DEVELOPER regarding the requirements of the CITY and procedures for the DEVELOPER to complete the project and administration of the DEVELOPER Extension Agreement.
2. Review of the proposed development. Comments will be made in accordance with compliance with the CITY's comprehensive plans and adopted standards.
3. Submittal of comprehensive plan amendments and contract plans and specifications, if necessary, to the regulatory agencies for approval.

b. Construction Engineering Services

1. Inspection of the construction in progress as required to assure that the construction of the utilities and roadway system is in accordance with the construction plans and specifications and CITY standards.
2. Inspection of pressure tests of pipelines and other tests required for utilities, roadways, sidewalks and other items to be conveyed to the City as outlined in the CITY standards. Inspection of any retesting which may be necessary and sampling for the purposes of water quality control. Review of any inspection reports provided by the DEVELOPER.
3. Final inspection of the completed project. Preparation of inspection reports and setting forth any deficiencies that may exist.
4. Re-inspection of any deficient work.
5. Mileage to/from jobsite.
6. Review of as-built plans provided by the DEVELOPER which are to conform to construction records.

c. Legal Services

1. Review DEVELOPER's Extension Agreement, easements, insurance, and bonds.
2. Prepare the resolutions for amending comprehensive plans as necessary, accepted DEVELOPER Extension Agreements and other agreements as necessary.
3. Prepare latecomers agreement if required.

d. Additional Services

1. Additional engineering review that may be necessary for changes in contract plans and/or specifications and/or changes in conditions.
2. In the event this agreement is referred or placed into the hands of attorneys by the CITY for review and/or enforcement of any portion, or if an claim, appeal or legal action whatsoever is instituted with respect to this agreement, then the DEVELOPER and additional Owner shall pay reasonable attorney's fees and legal costs that are incurred by the CITY, including but not limited to court costs, witness fees and expenses, and all other expenses in connection therewith as may be incurred by the CITY.

e. Other Costs - Such fees and additional charges as required by governmental agencies, charges in lieu of assessments, general facility charges, publication costs, notification costs, and other such additional costs and charges as incurred by the CITY in connection with the execution of this DEVELOPER Extension Agreement or as are established by ordinance and/or resolution of the CITY.

f. Use of Water - The DEVELOPER shall be charged for all water used in construction, street cleaning or other use. The cost of water used for flushing the water mains and/or for jetting the sewer mains during construction is included in the Development Services Fee that is incorporated in this Agreement. If repeated flushing/jetting of the main(s) is necessary and the CITY determines the flushing/jetting is beyond that covered by the fees referenced above, the DEVELOPER shall be charged for the water use not covered by the Development Services Fee.

Flushing water is used during normal construction procedures to obtain pressure tests and to flush the water mains for purity testing, and to jet the sewer lines for normal cleaning and prior to TV inspections. The CITY will invoice the DEVELOPER for flushing water actually used through rented or CITY hydrant meters, or through the water obtained through the hydrant honor system.

A hydrant meter with a Washington Department of Health approved backflow prevention device shall be obtained from Orting Public Works.

Flushing/jetting water fees do not cover water used in or around buildings during the construction period for plumbing tests, irrigation or other uses. Applications for use of hydrant meters shall be obtained at the CITY to obtain water for these uses. DEVELOPER and/or DEVELOPER's Contractor shall be fined for tampering with the CITY's water system if valves, including fire hydrant valves, are operated without the CITY's prior approval and without the CITY being present.

6. PAYMENT OF FEES BY DEVELOPER

- a. Review Engineering Services.

A deposit for engineering review services shall be \$50.00 per lot. This shall be paid prior to submitting construction plans for review by the CITY. Once the deposit is exhausted, the City will invoice the DEVELOPER for any additional costs owed. Payment is due within 10 days of the invoice date.

b. Construction Engineering Services.

The fee for construction engineering services shall be on an actual time and expense basis. A deposit shall be made in the amount of \$1.75 per lineal foot of water main, plus \$1.75 of lineal foot of sewer main, plus \$1.75 per lineal foot of storm drain. The total of these costs shall be deposited with the CITY prior to construction approval. The minimum deposit shall be \$3,000.00 if the total length of utilities is less than 1,500 lineal feet. Once the deposit is exhausted, the City will invoice the DEVELOPER for any additional costs owed. Payment is due within 10 days of the invoice date.

c. Legal Services.

The deposit for legal services shall be 15 cents per lineal foot of water main, plus 15 cents per lineal foot of sewer main, plus 15 cents per lineal foot of storm drain with a minimum deposit of \$225.00 if the collective extension is less than 1,500 lineal feet. The fees charged for legal services shall be on an actual time and expense basis. Once the deposit is exhausted, the City will invoice the DEVELOPER for any additional costs owed. Payment is due within 10 days of the invoice date.

d. Additional Services.

Additional services shall be provided on an actual time and expense basis. All invoiced amounts shall be paid by the DEVELOPER prior to acceptance of the improvements by the CITY. The City will invoice the DEVELOPER for any additional costs owed. Payment is due within 10 days of the invoice date.

e. Other Costs.

Fees and charges for all other costs described in Section III(e) shall be based on actual invoice amounts or in such amount as established by CITY resolution and/or ordinance for each such fee and/or charge. The City will invoice the DEVELOPER for any additional costs owed. Payment is due within 10 days of the invoice date.

f. Penalties for Past Due Amounts.

If DEVELOPER fails to make any payment due under the terms of this Agreement, any unpaid principal shall accrue interest at the rate of one and one half percent (1 ½ %) per annum or the maximum rate allowed by law, whichever is less, during such period of DEVELOPER default.

In addition to the penalties provided in this Agreement, if DEVELOPER fails to make any payment due under the terms of this Agreement, DEVELOPER may be subject to a stop work order issued by the CITY.

7. CALCULATION OF DEPOSITS

Review Engineering:

Number of Lots \_\_\_ x \$ \_\_\_ = \$ \_\_\_\_\_

Deposit shall be made prior to submitting design plans for review.

Construction Engineering and Legal Services:

Total length of Utilities (excluding sidewalks) from Section III \_\_\_\_\_ x \$ \_\_\_ = \$ \_\_\_\_\_

Deposit shall not be less than \$2,525.00 for a subdivision, and \$500.00 for a short subdivision. Deposit shall be made prior to construction.

8. LATECOMERS AGREEMENTS

If DEVELOPER desires to enter into a Latecomers Agreement providing for reimbursement and/or contribution from property owners that benefit from the extension of certain utilities, said agreement shall be made a part of this document herein and shall be attached. All Latecomers Agreements are subject to the sole approval of the CITY.

9. EVIDENCE OF INSURANCE

The DEVELOPER shall provide to the CITY written evidence of insurance covering public liability and property damage to third parties in which the CITY and its Engineer shall be named as an insured. Proof of the existence of such insurance shall be provided to the CITY by original certificate of insurance and endorsements.

10. INDEMNITY

The DEVELOPER shall indemnify, defend and hold the CITY and all its representatives harmless from and against all losses and claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the CITY by reason of the act or omission of the DEVELOPER, DEVELOPER's agents or employees, in the performance of the work, and for any cost or expense incurred by the CITY in connection therewith, including overhead expense, legal expense, attorney's fees and costs attributable thereto; and if suit in respect to the foregoing is filed, the DEVELOPER shall appear and defend the same at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the CITY, the DEVELOPER shall pay the same.

11. CASH DEPOSIT

DEVELOPER agrees to have any contractor installing an extension in accordance with this application and agreement provide for the CITY a cash deposit of \$1,000.00 prior to beginning construction of said extension, and no construction shall be commenced until said cash deposit is furnished. This cash deposit shall be conditioned upon the contractor's strict compliance with the CITY's conditions and standards contained herein and shall insure the CITY against any damage to the existing system as a result of the contractor's failure to comply. Deposit shall not apply to Subcontractors.

The cash deposit will be refunded to the contractor upon satisfactory completion of the extension and connection of the extension to the existing system. In the event of the contractor's failure to comply, the CITY may exercise the right to irrevocably forfeit the total amount of the cash deposit as liquidated damages.

12. EASEMENTS

Any required easements shall be obtained by the DEVELOPER at his sole cost and expense, and shall name the CITY as grantee, and a true and fully executed copy of such easement in a form acceptable to the CITY shall be delivered to the CITY prior to the time DEVELOPER commences construction hereunder. Upon completion of construction and prior to acceptance of said extension by CITY in accordance with the provisions hereof, the original easement shall be delivered to the CITY. The DEVELOPER shall provide all necessary easements at his sole cost regardless of changes in the Contract Plans, together with good and sufficient evidence of title and, if required, a title insurance policy in sum not less than \$1,000 per 500 feet of easement, establishing clear title to the easement in the CITY.

13. PERMITS

All the necessary permits from any governmental agency shall be obtained by the DEVELOPER directly or, only if required, CITY will obtain the same, but at DEVELOPER's expense; and CITY shall be provided with a copy of all such permits before construction commences.

The DEVELOPER shall not begin work until all necessary permits have been issued by the appropriate public authority. The DEVELOPER shall reimburse the CITY for all costs incurred by the CITY for permits, inspection fees and other charges imposed by any public authority because of the work. The DEVELOPER shall comply with the requirements of all permits issued for the work

DEVELOPER's failure to obtain a required permit, or to comply with the terms of any City approval or permit issued for this project, shall be grounds for the issuance of a stop work order by the CITY.

14. CONTRACTORS, SUBCONTRACTORS, LABORMEN, MATERIALMEN AND MATERIALS

The CITY has a substantial interest in determining that the extension is to be constructed and connected to the existing system of the CITY in a good workmanlike manner and, therefore, the DEVELOPER and/or additional owners agree to submit the names of all contractors, subcontractors, materialmen, and suppliers, or in the event that the owner or additional owners are contractors, then a statement that said DEVELOPER or additional owner will perform said improvement, and the CITY reserves the right to approve or disapprove of the same, which approval the CITY will not unreasonably withhold; however, in determining whether said DEVELOPER, additional owner, contractor, subcontractor, materialmen, or laborer is or is not satisfactory, the CITY can take into consideration said parties' financial ability, prior work performed by said party for or on behalf of the CITY, and the recommendation of the CITY Engineer.

At least five (5) days prior to the start of work by any person or firm, the DEVELOPER shall notify the CITY in writing of the name of the person or firm proposed to do the work and shall not employ any person or firm for any part of the work that the CITY may object to as incompetent, unfit, or irresponsible. Nothing contained in this agreement shall create any contractual rights between the CITY and any person or firm employed to do the work.

The DEVELOPER shall keep on the work, during its progress, a competent supervisor who shall represent the DEVELOPER during DEVELOPER's absence, and to whom instructions may be given as though to the DEVELOPER. The Supervisor shall make themselves familiar with the terms and conditions of this DEVELOPER Extension Agreement, the Plans and Specifications and shall promptly report to the CITY any error, inconsistency or omission which they may discover. The Supervisor shall remain onsite at all times during construction, including work being done by subcontractors.

The DEVELOPER shall submit three (3) copies of the materials and equipment submittal with the CITY no later than ten (10) calendar days prior to the beginning of construction, including the quantity, manufacturer, model number and technical specifications, if applicable, of material and equipment to be installed as part of the work. The submittal shall include the manufacturers' information ("catalog cuts") for specified material and equipment, including information on operation and maintenance of the material and equipment. Information shall be furnished to the CITY in three (3) separate, labeled binders. The CITY shall have the right to reject materials and equipment which, in the CITY's opinion, do not conform to CITY Specifications and the approved Plans. Failure of the CITY to reject materials and equipment at the time the list is filed shall not be deemed a waiver of the CITY's right to reject such materials or equipment at a later time.

The construction site shall be kept clean during the progress of the work. Before the work shall be considered complete, the DEVELOPER shall clean out ditches that may have been filled during the work, replace damaged surfacing, remove surplus materials and trash and dispose of brush, repair all damages, and otherwise leave the job in a neat, orderly and workmanlike condition. Dust control shall be provided during the progress of the work and during cleanup. The Contractor shall keep existing roads and streets adjacent to or within

the limits of the project open to and maintained in a good and safe condition for traffic at all times. The Contractor shall remove, on a daily basis, any deposits or debris that may have accumulated on the roadway surface as a result of construction operations. Removal shall be performed on a more frequent basis should the CITY determine that such removal is necessary. Any damage resulting from the Contractor's operation shall be repaired by the Contractor at no expense to the Owner or CITY.

15. DEFECTIVE WORK AND CORRECTIVE ACTION

During construction, work that is found by the CITY not to comply with the Plans and Specifications shall be remedied so as to comply therewith. Subsequent to completion and within two years after the work has received final approval and acceptance by the CITY, the DEVELOPER shall correct or replace any defective work or material discovered by the CITY. Such correction or replacement shall commence within seven days from the time of receipt of notice from the CITY and shall be completed promptly. Failure to commence such correction or replacement within seven days will result in the CITY notifying the DEVELOPER's bonding company of the DEVELOPER's failure to complete the required construction and giving the bonding company 30 days to complete the required correction or replacement. If not so commenced within the above-stated time period, or in an emergency as determined by the CITY at its sole discretion, when damage may result from delay, such correction or replacement may be made by the CITY, or by a contractor hired by the CITY, at the expense of the DEVELOPER. The DEVELOPER shall reimburse the CITY, upon demand, for any expense resulting from defects which appear within two years after acceptance of the DEVELOPER's work, including actual damages, cost of materials and labor expended by the CITY in making emergency repairs, cost of engineering, inspections and supervision by the CITY or the Engineers, legal expense, and attorney's fees and costs reasonably incurred by the CITY as a result thereof.

Culverts, driveways, sidewalks, roadways, pipelines, monuments or other existing improvements which are removed or disturbed in the course of the work shall be restored to their original condition at the expense of the DEVELOPER. In cutting through established lawns, the sod shall be removed before trenching and replaced after backfilling to the satisfaction of the property owner. A signed release from the affected property owners will be required. As a minimum requirement, all restoration shall be made to the condition of the area prior to construction. In areas where restoration of existing improvements will be necessary and to provide records of existing improvements, the DEVELOPER shall provide a video and/or photographic record before and after construction as required and acceptable to the CITY.

16. PERFORMANCE BOND

DEVELOPER shall furnish to CITY a performance bond between DEVELOPER and the CITY upon the form approved by CITY and in an amount equal to 125% of the Engineer's estimated cost of the project, or actual cost, if known, whichever is less, prior to the staking of the extension for construction.

The performance bond shall assure and guarantee the payment of all persons furnishing labor and materials and completion of the improvements including payment of all fees required herein in accordance with the terms hereof, and shall hold the CITY harmless from any claims thereof, whether any such claim would arrive under the public works lien statutes or the mechanic lien statutes of the State of Washington, and compliance with the formal requirements of either or both of said statutes shall not be a condition of recovery upon said bond.

17. GRADING OF ROADS

DEVELOPER shall grade all roads to the design subgrade elevation prior to the start of construction and shall advise the CITY in writing of any changes which may be contemplated during construction. If the DEVELOPER changes the subgrade elevation of the road after completion of the extension or any part thereof, the DEVELOPER shall be responsible for all costs incurred to raise or lower the pipelines or other improvements as required as a result of said change in subgrade elevation. This obligation shall remain in full force until CITY releases the bond in connection with the DEVELOPER's obligation to the CITY for construction of the roads and streets.

18. "AS-BUILT" DRAWINGS

The DEVELOPER/Contractor shall maintain, on the jobsite, project field plans marked to indicate CITY approved plan revisions made in the field and other details of construction. The marked-up project field plans shall be made available to the CITY upon completion of the construction. The DEVELOPER shall be provided with a copy of the field plans and shall be responsible for providing the CITY with "As-Built" record drawings on a mylar format, clearly marked as "As-Built", as defined in the CITY'S technical specifications, current edition. The DEVELOPER shall furnish any additional information required by the CITY for the preparation of "As-Built" record drawings, such as, but not limited to; surveyed location of bends installed in the water main, survey of sewer inverts, and field-survey of all water and sewer features visible from the surface (meter boxes, valves, fire hydrants, side sewer stakes, manholes, cleanouts, etc.). The DEVELOPER shall also provide the CITY with electronic copies of all of the aforementioned materials as AutoCAD files, Version 2006 or newer.

19. CONNECTION TO CITY'S UTILITY SYSTEM

Not less than 48 hours prior to the time that said extension is partially or fully completed and connection to the CITY's system is desired, written application for permission to make the actual connection to the CITY's system at a specified time shall be made by DEVELOPER or his contractor. All connections to the existing system and all testings of the new line shall require authorization of the CITY and its Engineer and shall be conducted in the presence of the CITY's Engineer and/or his authorized representatives. For pressurized pipelines the CITY reserves the right to require that connections be made by live tap where disruption of service would, in the opinion of the CITY, be detrimental.

20. CONDITION PRECEDENT

Compliance with the terms and conditions of the DEVELOPER Extension Agreement and all applicable resolutions of the CITY shall be a condition precedent to the CITY's obligation to accept a Bill of Sale and a condition precedent to the CITY's agreement to maintain and operate the improvements and to provide service to the real property that is the subject matter of this agreement, and particularly, without limiting the generality of the aforesaid, the CITY shall be under no obligation to allow connections to the utility system of any portion of the real property described in this application if there are any fees or costs due and owing to the CITY arising from this agreement and resolutions of the CITY or from regulations, resolutions, or ordinances of any other governmental agency.

The CITY shall not be obligated to provide utility service to the property herein described if construction by third parties of facilities to be deeded to the CITY has not been completed and title accepted by the CITY if said third party facilities are necessary to provide utility service to the real property to be served.

21. ACCEPTANCE FOR USE AND OPERATOIN

At such times as the extension is partially completed or it is not ready for acceptance of title by CITY by reason of other incomplete plat improvements, and one or more residences therein are in need of utility service and the CITY is satisfied that the extension will be completed, the CITY may, but is not required to, accept the system in a platted subdivision for use and operation only and authorize temporary utility service to the designated residences. In order to insure that the DEVELOPER will complete the system in the entire subdivision or specific phase thereof for which this application is filed, the CITY reserves the right to designate the number of residences or other structures which can be connected to the system for temporary service upon acceptance of a partially completed system for use and operation by the CITY and also reserves the right to refuse to connect all residences or other structures to the utility system as installed until the CITY can be assured that the system will be completed in accordance with this application.

Acceptance for use and operation shall be subject to satisfactory completion of the following:

- a. Passing tests on all required parts in the system; and
- b. Acceptance by the appropriate agencies of the State of Washington Department of Health; Department of Ecology; Department of Labor and Industries; or any other governmental agency having jurisdiction.
- c. Inspection and approval by CITY Engineer of the system for use and operation in accordance with the plans and specifications.

After satisfactory completion of the test and inspection provided for in Section IIIb and acceptance of the utilities for use and operation only, the CITY may connect such extensions to the utility system and furnish temporary service to such residences as it may

designate, which residences shall be subject to the charges and subject to all resolutions, rules, regulations, and policies of the CITY.

The charges for the use and operation inspection shall be paid for under fees outlined in Section IV of this Agreement, and shall be based on the actual time and expense incurred by CITY or their authorized representative and paid for as "additional inspection." Any subsequent re-inspection of the deficient work which may have prevented final inspection of the improvements shall also be based on actual time and expense incurred. The CITY will not allow any connection to the utilities systems by any portion of the real property described in this Agreement if there are any fees or costs unpaid to the City under this Agreement, or if there are fees arising under other City requirements which are unpaid.

Prior to acceptance of the work, the DEVELOPER shall deliver to the CITY a complete release of all liens that might arise out of the performance of the work or such other evidence as may be acceptable to the CITY that there are no liens against the work. If any lien arises or remains unsatisfied after acceptance of the work, the DEVELOPER shall reimburse the CITY for any costs incurred on account thereof.

22. FINAL ACCEPTANCE

The CITY agrees to accept title to the utility and street systems at such time as all work has been completed, and any damage, which may have been caused thereby, has been repaired, and the CITY's Engineer has made final inspection and given approval of the system as having been completed in accordance with the plans and specifications. DEVELOPER shall execute and deliver to the CITY a Bill of Sale in the form approved or furnished by the CITY containing a two-year warranty. Upon acceptance of title by the CITY, said extension shall be subject to the control, use and operation of the CITY and all regulations applicable to service and charges therefore as established by the CITY from time to time.

Such acceptance by CITY shall not relieve the DEVELOPER of the obligations to correct defects in labor and/or materials as heretofore provided and/or the obligation set forth in applicable paragraphs hereof nor for liability to third parties arising from the DEVELOPER's completed system. After acceptance of the extension by CITY and the transferring of title to such extension as set forth above, the DEVELOPER shall furnish a Maintenance Bond which shall continue in force from the date of acceptance and transfer of title by CITY in lieu of the Performance Bond required herein. The bond shall be in a form acceptable to CITY and shall require the DEVELOPER and/or bonding company to correct defects in labor and material which arise in said system for a period of two (2) years from the date of acceptance and transfer of title. The maintenance bond shall be in an amount equal to fifteen percent (15%) of cost of said extension, or a minimum of Ten Thousand Dollars (\$10,000).

23. LIMITATION OF PERIOD FOR ACCEPTANCE

The extension shall be complete and accepted within one year of date of acceptance of this application by CITY. The completion and acceptance of the extension within the one-year period shall be subject to the following provisions.

a. Failure to Commence Construction

In the event the DEVELOPER, after the receipt of approved construction plans, has not commenced construction and posted the required performance bond, and, if CITY determines, in its absolute discretion, that it is necessary that the DEVELOPER extension be completed in order that the CITY can provide utility service to other property and completion of the extension is necessary to provide utility service to other property, then in such event, the CITY may give the DEVELOPER or additional owners notice that construction of the system improvements must be commenced within sixty (60) calendar days of the notice by the CITY to said DEVELOPER and/or additional owners, provided that plans have been prepared by the CITY and submitted to said DEVELOPER and/or additional owners and, if construction is not commenced within the time specified, then the CITY may, at its discretion, determine that this Agreement is terminated and the CITY shall retain all payments made by the DEVELOPER to the CITY and the CITY shall be free to proceed with construction of the improvements in the manner and method provided by law. If delay in plans is occasioned by failure of the DEVELOPER to provide necessary data to the CITY Engineer for a period of thirty (30) days after notice, then this Agreement likewise can be terminated and the CITY may proceed with construction of the improvements in the manner and methods provided by law.

b. Failure to Complete Construction

If the extension is not completed and accepted within one year from the date below, then the DEVELOPER's rights under this agreement shall cease and no additional utility services (if any utility services have been connected to the extension under the provisions of acceptance for temporary use and operation) shall be connected to such extension unless and until DEVELOPER shall make a new Application and the DEVELOPER shall pay the additional administrative, legal, engineering, and inspection costs involved, all as determined by the CITY.

In the event no new application or renewal of the existing application is made, the CITY may proceed to require completion of construction under the provisions of the DEVELOPER's Performance Bond, if determined in the sole discretion of the CITY to be necessary for CITY purposes.

24. WARRANTY OF AUTHORITY

The undersigned DEVELOPER and additional owners warrant that they constitute the owners of all of the real property that is the subject matter of this Agreement and upon the request of the CITY agree to provide title insurance or preliminary title report, at the CITY's option and at the DEVELOPER's sole cost and expense, establishing to the satisfaction of the CITY that the parties executing this application constitute the owners of all the real property described and have the authority to execute this Agreement with respect to said real property.

25. PUBLIC HAZARD OR INCONVENIENCE

If the performance of the work should result in hazard or substantial inconvenience to the public, the CITY may correct the same, if in the opinion of the CITY, the correction is necessary. The DEVELOPER shall, on request, reimburse the CITY for the expense incurred. The DEVELOPER shall also reimburse the CITY for the expense incurred in complying with any order of public authority lawfully made with respect to the work during the performance of the work or within one year after final acceptance of the same.

All work shall be performed with due regard for the safety and convenience of the public and so that interference with automotive and pedestrian traffic will be minimized. Flagging personnel, barricades, signs and traffic control furnished or provided shall conform to the standards established in the latest edition of the Manual on Uniform Traffic Control Devices. The CITY may require the construction of two-way vehicular bridges of approved construction on important streets. Where detours are built, they shall be graded and maintained to the satisfaction of the CITY. Soft shoulders shall be plainly marked to warn motorists. Access shall be provided to cross cut roads and driveways as directed by the CITY. Where construction has been completed or is in progress in existing streets, the streets shall be graded and maintained to the satisfaction of the CITY. No detours for foot traffic shall be more than one block in length and where crossing trenches, detours shall be provided with adequate footbridges with handrails. At least one half of existing streets shall be left open for traffic and emergency vehicles at all times.

DATED at \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

DEVELOPER

By: \_\_\_\_\_  
By: \_\_\_\_\_  
Business License No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Upon compliance with the terms and conditions of the application and Contract Documents furnished by the CITY to the above-named DEVELOPER, the City of Orting will accept said extension and furnish utility service thereto.

CITY OF ORTING  
Pierce County, Washington

By \_\_\_\_\_  
Title



**City Of Orting  
Council Agenda Summary Sheet**

<b>AB16-82</b> <b>1. SUBJECT:</b> No. 2016-82 Settlement agreement with the Priscilla S Corporation in the amount of \$250	<b>Agenda Item #:</b>	<b>AB16-82</b>
	<b>For Agenda of:</b>	<b>8/31/2016</b>
	<b>Department:</b>	<b>Public Works</b>
	<b>Date Submitted:</b>	<b>8/26/2016</b>

<b>Orting Staff &amp; Professional Representatives</b>			
Mayor, Joachim Pestinger		<b>Cost of Item:</b>	<u>\$250</u>
City Administrator, Mark Bethune	X	<b>Amount Budgeted:</b>	<u>\$1,000,000</u>
City Attorney, Charlotte Archer		<b>Unexpended Balance:</b>	<u>\$994,250</u>
City Clerk, Jane Montgomery		<b>Timeline:</b> <i>enter a timeline if applicable</i>	
City Treasurer, Scott Larson			
Police Chief, Bill Drake		<b>BARS: 320-595-30-63-04</b>	
Public Works, Dean Kaelin		<b>Fiscal Note:</b> \$5500 was already spent against this BARS number for the Anderson (Route 66) agreement	
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford	X		
BHC Consultants, Roger Wagoner			
<b>Agenda Placement:</b> <input type="checkbox"/> Mayor <input type="checkbox"/> Councilmember <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator			

<b>Attachments: Administrative Settlement Recommendation and Settlement Agreement</b>
<b>SUMMARY STATEMENT:</b> This is part of the added scope to the Two-Way Left Turn Lane Project. By extending the sidewalk improvements to the south, it has minor impacts to the Shell Gas Station. The agreement is to obtain a temporary construction agreement. In return, the City will be providing a new 35' driveway and paving around the new driveway. The attached settlement was negotiated with the property owner Prince Golen.
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> <i>Due to the timing of this item, it has not been reviewed by the Transportation Committee. The property agreed to the settlement on August 18, 2016.</i>
<b>RECOMMENDED ACTION: MOTION to approve the settlement agreement with the Priscilla S Corporation in the amount of \$250.</b>



Northwest Division - Washington

111 Main Street, #105  
Edmonds, WA. 98020  
Office: 425-673-5559  
Fax: 425-673-5579  
www.ufsrw.com

Date: August 19, 2016  
To: City of Orting  
From: Dan Frink, Acquisition Agent  
Subject: Administrative Settlement Recommendation  
SR-162 Washington Ave. Two-Way Left Turn Lane Improvements Project  
Project Parcel No. 106; Parcel Tax ID No. 3670000010  
Owner: Priscilla S Corporation

Amount of Approved AOS or DV:	\$50.00
Amount of Proposed Administrative Settlement:	\$200.00
Amount of Proposed Total Settlement:	\$250.00

## BACKGROUND

On June 2, 2016, I mailed the offer package to the owner, Doo & Sang Corp. I continued to research contact information, found a phone number and left a message for Mr. Lee (Doo Lee). On June 16, I stopped at the subject parcel and asked for Mr. Lee. I spoke to a man who said that Mr. Lee was in the process of selling the business and that he would have Mr. Lee call. Mr. Lee called and handed the phone to the man I spoke to earlier, Prince Golen. I explained the project and he asked that someone meet with him on site.

I was finally able to schedule a meeting for July 8<sup>th</sup> and met with the new owner Mr. Golen. I showed him where the temporary easement is located and the extent of the driveway reconstruction permit. On July 11<sup>th</sup>, Jennifer Dvorak and I met with Mr. Golen again and I presented the offer package addressed to him.

## SUMMARY OF NEGOTIATIONS/COUNTER PROPOSAL

Mr. Golen's concerns are that his delivery trucks will not have enough room to maneuver if there is a curbing, sidewalk and 28' driveway, and the appearance of patchwork pavement.

The parking lot is at the same grade as the street. Trucks can pull in to the parking lot at any point along the frontage. We resolved this concern by widening the driveway approach to 35 feet.

Mr. Golen's other concern is that once the pavement is in place to restore the temporary easement and driveway reconstruction, there will be a patchwork of new and old blacktop along his frontage. We resolved this concern by agreeing to pave the area between the back of proposed sidewalk and the fueling island concrete.

Mr. Golen requested that the City pave the entire West side of his parking lot. This is not a reasonable request considering there is no impact to the parking lot beyond the driveway reconstruction permit area and the acquisition consists of a temporary construction easement only. I explained that paving the west half of his parking lot would be cost prohibitive but that a smaller area may be acceptable to the City.

In an effort to reach a settlement, I told Mr. Golen that I would recommend an extension of the driveway reconstruction permit area an additional 7 feet to match the line of a previous sawcut in the pavement. I also explained that this request would need City approval. (SEE ATTACHED EXHIBIT FOR REFERENCE).

His final request was an increase in the compensation for the Temporary Construction Easement. After brief negotiation, Mr. Golen agreed to \$250 compensation for the Temporary Construction Easement.

Mr. Golen executed the conveyance documents with the understanding that the documents would not be processed further until a settlement is approved by all parties.

**RECOMMENDATION/JUSTIFICATION**

Mr. Golen has negotiated in good faith and has worked in a constructive manner to help provide reasonable solutions.

The Uniform Act and the WSDOT LAG Manual requires an attempt to avoid litigation and relieve congestion in the courts. The driving force behind this recommendation is the potential impact to the project schedule. If approved, this settlement would allow the project to commence soon after the August 31 City Council Meeting.

Allocation	Appraisal	Proposed Settlement	Difference
48 S.F. of Temporary Construction Easement	\$50	\$250	\$200
TOTAL	\$50	\$250	\$200

I recommend that the Administrative Settlement of \$200, plus additional black top paving, be approved as being reasonable and in the public interest for a total settlement \$250.

Recommended:

Dan Frink 8/19/2016  
 Dan Frink, Right-of-Way Agent Date

Concur:

Steve Reinhart 8-19-16  
 Steve Reinhart, SRWA Date  
 Universal Field Services Project Manager

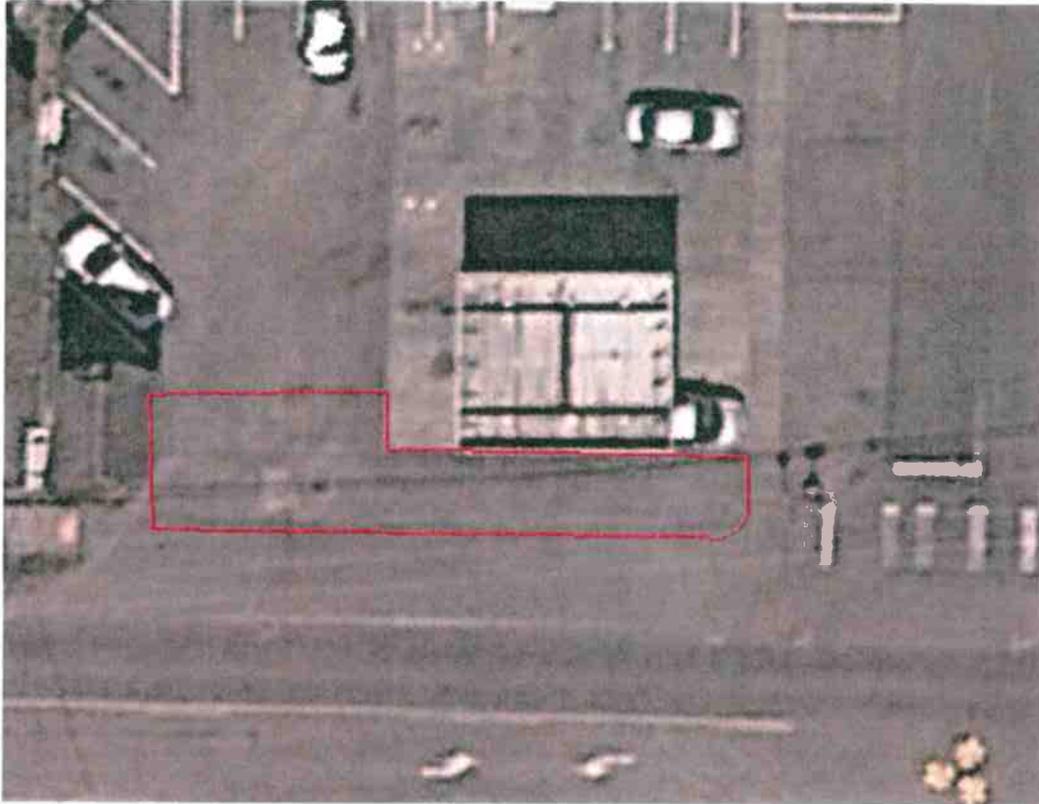
**Administrative Settlement Approved:**

\_\_\_\_\_  
 City of Orting Date

**Priscilla S Corporation**

**Administrative Settlement Exhibit**

Visual depiction of paving area requested for approval



\*\*\*Note - The requested paving area includes 160 SF budgeted for driveway reconstruction and restoration of the temporary construction easement area.



**City Of Orting  
Council Agenda Summary Sheet**

<b>AB16-83</b> <b>1. SUBJECT:</b> No. 2016-83 - WSDOT Construction Agreement for the Two-way Left Turn Lane Project.	<b>Agenda Item #:</b>	<b>AB16-83</b>
	<b>For Agenda of:</b>	<b>8/31/2016</b>
	<b>Department:</b>	<b>Public Works</b>
	<b>Date Submitted:</b>	<b>8/26/2016</b>

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

<b>Attachments:</b> Washington State Department of Transportation Construction Agreement
<b>SUMMARY STATEMENT:</b> This is a required step to construct the Two-Way Left Turn Lane Project. The City must sign the attached agreement to begin construction within the state right-of-way. This allows construction by a Local Agency on State Highway Right of Way at Local Agency Expense.
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> <i>Due to the timing of this item, it has not been reviewed by the Transportation Committee. This is one of the required final steps before construction can begin.</i>
<b>RECOMMENDED ACTION: MOTION to approve the WSDOT Construction Agreement for the Two-way Left Turn Lane Project.</b>



**Washington State  
Department of Transportation**

<b>Construction Agreement</b>			<b>Local Agency</b>		
Construction by Local Agency on State Highway Right of Way at Local Agency Expense			Contact Name Mark Bethune Title City Administrator Address 110 Train Street, Orting, WA  Phone 360.893.2219 Email mbethune@cityoforting.org		
Local Agency City of Orting			Project Title Washington Ave TWLT Improvements		
Agreement Number GCB 2428			Description of Improvements  Construction of New TWLT from the entrance of the Safeway shopping center in Orting on Washington Ave (SR 162) extending through the intersection of Whitesell Street, terminating at the connection with the existing two way left turn lane in front of Fox Hollow Coffee. Adding 550 linear feet to turn lane.		
State Route Number 162	Mile Post 9.2-9.4	Control Section			
Exhibits Attached Exhibit "A": Special Provisions Exhibit "B": Right-of-Way Plans Exhibit "C" Plan Sheets Exhibit "D" Exhibit "E"					
<b>STATE</b>			<b>LOCAL AGENCY</b>		
State Construction Representative			Local Agency Construction Representative JC Hungerford		
Title			Title City Engineer		
Address			Address 1019 39th Ave SE, Ste. 100 Puyallup, WA 98374		
Email Address			Email Address jhungerford@parametrix.com		
Phone			Phone 253.604.6600		

This Agreement is made and entered between the Washington State Department of Transportation (STATE) and the above named governmental entity hereinafter called the "AGENCY."

WHEREAS, the AGENCY wishes to construct certain improvements on state highway right of way located within (a) a county, (b) a state limited access facility inside city limits, or (c) on areas under state jurisdiction within city streets that form part of the state highway system, (hereinafter, "Improvements"), and

WHEREAS, the STATE is willing to authorize the AGENCY to construct the Improvements subject to the terms and conditions identified in this Agreement, and

WHEREAS, in addition to the provisions below, construction, maintenance, and/or operation of the Improvements are subject to the Special Provisions, attached as Exhibit A, which set forth AGENCY and Improvements requirements specific to the type of state highway facility on which the Improvements will be constructed.

NOW, THEREFORE, pursuant to RCW 47.28.140, RCW 47.24.020, and/or chapter 39.34 RCW, the above recitals, which are incorporated herein as if set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and in the Exhibits attached hereto and hereby made a part of this Agreement,

IT IS MUTUALLY AGREED AS FOLLOWS:

**1.0 PURPOSE OF AGREEMENT**

The AGENCY provided the STATE with its Plans and Specifications for the proposed Improvements, and the STATE has reviewed and agreed with the plans and specifications, unless otherwise modified pursuant to the terms of this Agreement. The AGENCY agrees to and shall construct, operate and/or maintain the Improvements in accordance with the terms of this Agreement.

**2.1 RIGHT OF ENTRY**

**2.2 AGENCY**

Subject to the terms of this Agreement, the STATE hereby grants to the AGENCY, its authorized agents, contractors, subcontractors, and employees, a right of entry upon state-owned highway right of way or upon state highway right of way under STATE jurisdiction, onto which access is necessary to construct, operate and/or maintain the Improvements.

If the STATE has approved any limited access breaks for the Improvements, the AGENCY shall comply with the terms and conditions of such approval.

**2.3 STATE**

The AGENCY hereby grants to the STATE, its employees, authorized agents, contractors, and subcontractors, a right of entry upon all AGENCY-owned property necessary for the STATE's design review, inspection, and, as applicable, maintenance and/or operation of the Improvements as provided in Section 6, below.

**3.1 CONSTRUCTION**

**3.2 DOCUMENTS ON SITE**

Copies of this Agreement shall be kept at the AGENCY's project office and by the AGENCY or its contractor at the construction site. The Agreement shall be shown, upon request, to any state representative or law enforcement officer.

**3.2 PRE-CONSTRUCTION CONFERENCE**

Prior to the beginning of construction, a preconstruction conference shall be held at which the STATE, the AGENCY, and the AGENCY's contractor (if applicable) shall be present. The AGENCY shall give a minimum of five (5) working days notice to the STATE's construction representative prior to holding the pre-construction conference. For the purpose of this section, "working days" are defined as Monday through Friday, excluding legal holidays.

**3.3 CONSTRUCTION OF IMPROVEMENTS**

3.3.1 The AGENCY shall construct the Improvements as shown on the attached Exhibits at the AGENCY's expense. Unless otherwise agreed to between the AGENCY and STATE through execution of a separate agreement, STATE shall not be required to contribute to the Improvements construction. Any proposed changes to the Improvements' plans or specifications previously approved by the STATE require further STATE review and prior written approval before implementing the changes.

3.3.2 The AGENCY agrees and shall construct the Improvements to the satisfaction of the STATE. All material and workmanship shall conform to the Washington State Department of Transportation's Standard Specifications for Road, Bridge, and Municipal Construction, current edition, and amendments thereto, and shall be subject to STATE inspection. The parties agree that the STATE inspections and acceptances regarding the Improvements are solely for the benefit of the STATE and not for the benefit of the AGENCY, the AGENCY's contractor (if any), or any third party.

3.3.3 No excavation shall be made or obstacle placed within the limits of the state-owned, or under state jurisdiction, highway right of way in such a manner as to interfere with the construction of, operation of, maintenance of and/or travel over the state highway, unless the AGENCY obtains the STATE's prior written authorization.

**3.4 CONSTRUCTION SCHEDULE**

In addition to the requirements in Section 3.2, the STATE may, at any time, request a construction schedule or updates thereto from the AGENCY, showing critical dates and activities that will lead to the timely completion of the Improvements. The AGENCY shall notify the STATE's construction representative of any changes to the construction schedule at least three (3) working days prior to implementation. Working days are defined in Section 3.2.

**3.5 LOCAL AGENCY REPRESENTATIVE**

Should the AGENCY choose to perform the work outlined herein with other than its own forces, an AGENCY representative shall be present on-site at all times during performance of the work, unless otherwise agreed to by the STATE. Where the AGENCY chooses to perform the work with its own forces, it may elect to appoint one of its own employees engaged in the construction as its representative. Should the AGENCY fail to comply with this section, the STATE, in its sole discretion, may restrict any further AGENCY work within state highway right of way until the requirements of this section are met. All contact between the STATE and the AGENCY's contractor shall be through an authorized representative of the AGENCY.

**3.6 SUPERVISION OF WORK**

The AGENCY, at its own expense, shall adequately police and supervise construction of the Improvements by itself, its contractor, subcontractor, or agent, and others, so as not to endanger or injure any person or property. The AGENCY's responsibility for the proper performance, safe conduct, and adequate policing and supervision of the work shall not be lessened or otherwise affected by the STATE's review and concurrence with the AGENCY's plans, specifications, or work, or by the STATE's construction representative's presence at the work site to assist in determining that the work and materials meet this Agreement's requirements.

**3.7 REQUIRED PERMITS**

The AGENCY shall obtain all necessary Federal, State, and Local Permits including, but not limited to, permits required by the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife, U.S. Army Corps of Engineers, and the National Environmental Policy Act (NEPA) prior to beginning construction.

**3.8 COMPLIANCE WITH CLEAR ZONE GUIDELINES**

The AGENCY hereby certifies that the Improvements described in this Agreement are in compliance with the State's Clear Zone Guidelines as specified within the STATE's Utilities Manual (publication M 22-87.01). If applicable, for Improvements constructed within the AGENCY's city streets that form part of the state highway system, the AGENCY may apply its own clear zone guidelines in lieu of the STATE's guidelines.

**3.9 PROTECTION OF PROPERTY**

Unless authorized by the STATE or other affected property owner in writing, the AGENCY shall assure that all public and private property, including but not limited to signal equipment, signs, guide markers, lane markers, and utilities, are not damaged, destroyed, or removed. If any such property is damaged, destroyed, or removed without prior written authorization, the AGENCY shall notify the STATE's construction representative within eight (8) hours of such damage, destruction or removal.

The AGENCY shall replace, repair, or fully restore any private or public property that is damaged, destroyed, or removed to the STATE's sole satisfaction.

The AGENCY shall not disturb, remove, or destroy any existing Survey Monument before first obtaining a Washington State Department of Natural Resources (DNR) permit. The AGENCY agrees that resetting Survey Monuments shall be done by or under the direct supervision of a Licensed Professional Land Surveyor.

A listing of Survey Monuments can be found at the STATE's Geographic Services Office Website: (<http://www.wsdot.wa.gov/monument/searchBroad.aspx>).

### 3.10 CULTURAL RESOURCES

If any archaeological or historical resources are revealed in the work vicinity, the AGENCY shall immediately STOP work, notify the STATE's construction representative and retain a US Secretary of the Interior's qualified archaeologist. Said archaeologist shall evaluate the site and make recommendations to the STATE regarding the continuance of the work.

### 3.11 CLEAN UP

Upon completion of the work, the AGENCY shall immediately remove all rubbish and debris and shall leave the state highway right of way neat and presentable to the STATE's sole satisfaction. AGENCY agrees to take corrective action if directed by the STATE.

### 3.12 FAILURE TO COMPLETE PROJECT

Should for any reason, the AGENCY decide not to complete the Improvements in a timely manner after construction has begun, the STATE shall determine what work must be completed to restore STATE facilities and right-of-way to a condition and configuration that is safe for public use. If the AGENCY or its contractor is not able to restore the STATE facilities and right-of-way, the STATE may perform or contract to perform, the restoration work at the AGENCY's sole expense. The Agency agrees that all costs associated with Agreement termination, including engineering, completing STATE facility and right-of-way restoration, and contractor claims will be the sole responsibility of the AGENCY. This section shall survive Agreement termination.

### 4.1 ACCEPTANCE OF IMPROVEMENTS

#### 4.2 FINAL INSPECTION

The AGENCY shall notify the STATE, in writing, of its completion of the Improvements within five (5) working days, as defined in section 3.2, of such completion. The AGENCY shall include in the written notice a proposed date on which to meet with the STATE for the purpose of conducting a final inspection of the Improvements.

The STATE will not make its final inspection of the Improvements until all AGENCY construction work required under this Agreement has been completed.

#### 4.3 STATE'S ACCEPTANCE

The STATE will provide the AGENCY with a Letter of Acceptance for the Improvements after the following items have been completed:

- (a) Satisfactory completion of the Improvements and all AGENCY obligations hereunder;
- (b) Final inspection of the Improvements;
- (c) Submittal by the AGENCY to the STATE of a complete set of as-built plans for the Improvements;
- (d) Receipt of material acceptance documentation by the STATE (if required under the Special Provisions hereto); and
- (e) Final payment pursuant to Section 7.

The Letter of Acceptance shall not waive any potential claims against the AGENCY or its contractor for defective work or materials, nor bar the STATE from requiring the AGENCY to remedy any and all work deficiencies not identified by the STATE during its inspection.

4.3.2 The STATE may withhold acceptance of the Improvements by submitting written notification, including the reason(s) for withholding acceptance, to the AGENCY, within thirty (30) calendar days following the final inspection. The parties shall work together in good faith to resolve the outstanding issues identified in the STATE's written notification. If any issues cannot be resolved within forty five (45) calendar days after the STATE's notification, the parties mutually agree to seek resolution of the issues through the process described in Section 8.7.

4.3.3 Upon resolution of the outstanding issues, the STATE will deliver the Letter of Acceptance to the AGENCY.

4.3.4 The AGENCY shall continue to be responsible for all actual direct and related indirect costs to the STATE, including inspection and monitoring, until the disputed issue(s) has been resolved and a Letter of Acceptance has been issued.

### 5.1 INSURANCE AND INDEMNIFICATION

#### 5.2 INSURANCE

The AGENCY must provide proof of the following insurance coverage prior to performing any work within state highway right of way:

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability; this coverage may be any combination of primary, umbrella and/or excess coverage affording total liability limits of not less than \$3 million per occurrence/\$3 million general aggregate;
  - b) Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability; this coverage may be any combination of primary, umbrella and/or excess coverage affording total liability limits of not less than \$1 million per accident;
  - c) Employers Liability (Stop Gap) insurance covering the risks of AGENCY's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;
- Such insurance policies or related certificates of insurance shall name the Washington State Department of Transportation (WSDOT) as an additional insured on all general liability, automobile liability, employers' liability, and excess policies, using form CG 2010 11 85 or similar endorsement approved in advance by WSDOT. The additional insured coverage afforded shall be "primary and non-contributory" with respect to any other coverage which may be available to WSDOT. All coverages afforded to WSDOT as an additional insured shall also contain a waiver of subrogation endorsement made in favor of WSDOT. The AGENCY may comply with these insurance requirements through a program of self insurance that meets or exceeds these minimum limits. The AGENCY must provide the STATE with adequate documentation of self insurance prior to performing any work within state highway right of way. Should the AGENCY no longer benefit from a program of self-insurance, the AGENCY agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given to prior to termination of or any material change to the policy(ies) as it relates to this Agreement.

#### 5.3 INDEMNIFICATION

The AGENCY, its successors and assigns, agree to indemnify, defend, and hold harmless the State of Washington and its officers and employees, from all claims, demands, damages (both to persons and/or property), expenses, regulatory fines, and/or suits that: (1) arise out of or are incident to any acts or omissions by the AGENCY, its agents, contractors, and/or employees, in the use of the state highway right of way as authorized by the terms of this Agreement, or (2) are caused by the breach of any of the conditions of this Agreement by the AGENCY, its contractors, agents, and/or employees. The AGENCY, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington and its officers and employees, if the claim, suit, or action for damages (both to persons and/or property) is caused by the sole acts or omissions of the State of Washington, its officers and employees; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the State of Washington, its officers and employees and (b) the AGENCY, its agents, contractors, and/or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the concurrent acts or omissions of the State of Washington, its officers and employees and the AGENCY, its agents, contractors, and/or employees.

The AGENCY agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing construction, operation and/or maintenance of the Improvements under this Agreement. For this purpose, the AGENCY, by mutual negotiation, hereby waives with respect to the STATE only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 5.12 RCW.

This indemnification and waiver shall survive the termination of this Agreement.

#### 6.1 MAINTENANCE

#### 6.2 GENERAL MAINTENANCE RESPONSIBILITIES

Unless otherwise agreed to pursuant to a separate written agreement between the STATE and AGENCY, upon completion of the Improvements authorized herein, all future operation and maintenance of the Improvements shall be in accordance with each party's ownership and/or jurisdictional responsibilities as

follows:

- a) For Improvements on state-owned highway right of way located within unincorporated county limits and/or within any limited access highway rights of way; the STATE has sole ownership, operation and maintenance responsibilities for the Improvements.
- b) For Improvements located inside city limits within managed access highway rights of way: Ownership, operation and maintenance responsibilities shall be apportioned between the city and the STATE pursuant to chapter 47.24 RCW and the City Streets as Part of State Highways Guidelines developed between the Association of Washington Cities and the STATE, as may be revised from time to time.

#### 6.3 EMERGENCY WORK BY THE STATE

If the STATE determines in good faith that emergency work to any Improvements to be maintained by the AGENCY, as provided in Section 6.1(b) hereunder, is immediately needed to protect (a) any aspect of the state highway, or (b) to secure the safety of the traveling public, as a result of a failure of the AGENCY's Improvements, such work may be performed by the STATE without prior approval of the AGENCY, and the AGENCY agrees to pay the STATE's reasonable cost and expense for performing the work. The AGENCY will be notified of the emergency work and the necessity for it at the STATE's earliest opportunity. The STATE shall provide to the AGENCY a detailed invoice for such emergency work, and the AGENCY agrees to make payment within thirty (30) calendar days of the date of the invoice.

The terms of this section shall survive the termination of this Agreement.

#### 7.1 PAYMENT

#### 7.2 REIMBURSABLE COSTS

The AGENCY shall reimburse the STATE for all actual direct and related indirect costs incurred by the STATE under this Agreement. Such costs include, but are not limited to, agreement preparation, plan review, including review of proposed revisions to plans and specifications contained in the Exhibits, construction inspection, and administrative overhead.

#### 7.3 INVOICES

The STATE shall provide detailed invoices to the AGENCY for STATE-performed work as required under this Agreement. The AGENCY agrees to make payment within thirty (30) calendar days from the date of a STATE invoice. The AGENCY agrees that if it does not make payment within thirty (30) calendar days after the date of a STATE invoice, the invoice amount shall bear interest at the rate of one percent per month or fraction thereof until paid.

#### 8.1 MISCELLANEOUS TERMS

#### 8.2 FAILURE TO COMPLY WITH TERMS AND CONDITIONS

Any breach of the terms and conditions of this Agreement, or failure on the part of the AGENCY to proceed with due diligence and in good faith in the construction and maintenance of the Improvements provided for herein, shall subject this Agreement to be terminated, and the STATE, in its sole discretion, may require the AGENCY to remove all or part of the Improvements constructed hereunder at the AGENCY's sole expense. If the AGENCY fails to effect such removal of its Improvements, the removal may be performed by the STATE without prior approval of the AGENCY, and the AGENCY agrees to pay the STATE's reasonable cost and expense for performing the work. The STATE shall provide to the AGENCY a detailed invoice for such removal work, and the AGENCY agrees to make payment within thirty (30) calendar days of the date of the invoice pursuant to Section 7.

#### 8.3 TERM OF AGREEMENT

Should the AGENCY not begin construction within eighteen (18) months after the date of execution, the Agreement shall automatically terminate, unless the STATE, in its sole discretion, grants a time extension. As part of any time extension granted by the STATE, the Plans and Specifications attached hereto must be revised to meet the STATE's most current design and construction standards. If this Agreement is terminated, the AGENCY may be required to repeat the entire application, review, and approval process in the STATE's sole discretion.

Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed by the parties and shall continue until the Improvements are accepted by the STATE pursuant to Section 3 or as otherwise provided herein.

#### 8.4 ASSIGNMENT OF AGREEMENT

No assignment or transfer of this Agreement in any manner whatsoever shall be valid, nor vest any rights hereby granted, until the STATE consents thereto and the assignee accepts all terms of this Agreement.

#### 8.5 NON-EXCLUSIVITY

This Agreement shall not be deemed or held to be an exclusive one and shall not prohibit the STATE from granting permits or franchise rights; or entering into other Agreements of like or other nature with other public or private companies or individuals, nor shall it prevent the STATE from using any of its highways, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

#### 8.6 AUDIT RECORDS

All Improvement records, including labor, material and equipment records in support of all STATE costs shall be maintained by the STATE for a period of six (6) years from the date of termination of this Agreement. The AGENCY shall have full access to and right to examine said records during normal business hours and as often as it deems necessary, and should the AGENCY require copies of any records, it agrees to pay the costs thereof. The parties agree that the STATE work performed herein is subject to audit by either or both parties and/or their designated representatives and/or state and federal government.

#### 8.7 MODIFICATION

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

#### 8.8 DISPUTES

In the event that a dispute arises under this Agreement, it shall be resolved as follows: The STATE and the AGENCY shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated with either party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The parties shall equally share in the cost of the third disputes board member; however, each party shall be responsible for its own costs and fees.

#### 8.9 VENUE AND ATTORNEYS FEES

In the event that either party to this Agreement deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in Thurston County, Washington Superior Court. Further, the parties agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.

#### 8.10 INDEPENDENT CONTRACTOR

The AGENCY shall be deemed an independent contractor for all purposes under this Agreement, and the employees of the AGENCY or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees or agents of the STATE.

#### 8.11 TERMINATION OF AGREEMENT

Neither party may terminate this Agreement without the concurrence of the other party, except as otherwise provided under Section 8.2. Termination shall be in writing and signed by both parties. If this Agreement is terminated prior to the fulfillment of the terms stated herein, the AGENCY shall reimburse the STATE for its actual direct and related indirect expenses and costs incurred up to the date of termination. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the party's date last signed below.

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

AGENCY

_____	<u>City of Orting</u>
By: _____	By _____
Title: _____	Title: <u>City Administrator</u>
Date: _____	Date: _____

APPROVED AS TO FORM

\_\_\_\_\_  
Date: \_\_\_\_\_

Any changes to this Form shall require review by the Office of the Attorney General