

Councilmembers

Position No.

1. Tod Gunther
2. Barbara Ford
3. William Birkes
4. Dave Harman
5. Sam Colorossi
6. Josh Penner, Deputy Mayor
7. Scott Drennen



Orting City Council AGENDA

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

April 29, 2015 – 7:00 pm, Orting Public Safety Building
Mayor Joachim Pestinger

1. CALL MEETING TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA

3. CONSENT AGENDA

- A. *Minutes of April 8, 2015
- B. *Payroll and Claims Warrants

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

4. COMMENTS FROM CITIZENS

5. PRESENTATIONS - None

6. COMMITTEE AND STANDING REPORTS

- A. Community & Government Affairs – Councilmember Ford/Harman
- B. Technology and Land Use – Councilmember Gunther/Harman
- C. Miscellaneous activity reports, i.e. PSRC, Zoo Trek, special meetings, etc.

7. OLD BUSINESS

- A. Orting Emergency Evacuation Bridge Lead Agency Agreement – Councilmember Drennen
- B. *Resolution No. 2015-4 • BHC Consultants Contract – Councilmember Gunther
Motion: *Move to approve Resolution No. 2015-4, a resolution of the City of Orting, Washington, authorizing the Mayor to enter into an agreement with BHC Consultants for planning services*

8. NEW BUSINESS

- A. *City Clerk Job Description – Mark Bethune, City Administrator
Motion: *Move to approve city clerk job description as presented.*
- B. Confirmation of City Clerk – Mayor Pestinger
 - Introduction, Questions
 - Mayor Pestinger – Recess to Executive Session to evaluate the qualifications of an applicant for public employment as authorized by RCW 42.30.110(g). Council will reconvene in 15 minutes at ___pm.
 - Mayor Pestinger – Reconvene the Council meeting
Motion: *Move to approve Mayor Pestinger's appointment of _____ as City Clerk.*

- C. *Contract for Temporary Administrative Support – Mark Bethune, City Administrator
Motion: *Move to approve contract for temporary administrative support for 90 days.*

- D. *Resolution No. 2015-5 • Police Guild Collective Bargaining Agreement –
Mark Bethune, City Administrator
Motion: *Move to approve Resolution 2015-5, a resolution of the City of Orting, approving the collective bargaining agreement with the Orting Police Guild.*

- E. PUBLIC HEARING
*Resolution No. 2015-6 • Six Year Transportation Improvement Program (TIP) –
Councilmember Drennen
Motion: *Move to approve Resolution No. 2015-6, a resolution of the City of Orting, Washington, adopting the 2016-2021 Six-Year Transportation Improvement Program*

- F. *Council confirmation of David Inge as Civil Service Commissioner –
Mark Bethune, City Administrator
Motion: *Move to confirm the Mayor's appointment of David Inge as Civil Service Commissioner.*

9. RECESS TO EXECUTIVE SESSION

- A. Five minute break
- B. Mayor Pestinger – Recess to Executive Session to discuss potential purchase of real estate, as authorized by RCW 42.30.110(c). Council will reconvene at ____pm. No action will be taken in Executive Session or to follow.
- C. Mayor Pestinger – Reconvene the Council meeting

10. ADJOURN

Motion: *Move to Adjourn.*

Note: An * indicates enclosures or attachments

Next Regular Meeting: May 13, 2015

ORTING CITY COUNCIL MEETING MINUTES

April 8, 2015

Mayor Joachim Pestinger called the meeting to order with the flag salute at 7:00 pm in the Orting Public Safety Building. Roll call found in attendance Deputy Mayor Josh Penner, Councilmembers Sam Colorossi, Scott Drennen, William Birkes, Barbara Ford, Tod Gunther and Dave Harman.

ATTENDANCE:

City Employees	Mark Bethune, City Administrator Gwen Robson, Executive Assistant Ken Wolfe, Building Official	Bill Drake, Police Chief Stephen Vincenti, Treasurer
Professional Representatives	Jay Long, Attorney – Kenyon Disend JC Hungerford, Engineer – Parametrix	
Visitors (signed in)	None	

REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA:

Mark Bethune, City Administrator	New Business – Item B. Motion will be to approve Resolution No. 2015-4.
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CONSENT AGENDA:

Councilmember Colorossi moved to approve the Consent Agenda as prepared. Second by Councilmember Ford. Motion carried.

COMMENTS FROM CITIZENS:

Brian Kaplan introduced himself as the new Secretary of the Orting Chamber of Commerce.

PRESENTATIONS: (7:05)

Award to Police Officer Geoff Boone	Chief Drake presented Officer Boone with a Life Saving Medal for an act "performed in the line of duty, to promptly take action in saving a life."
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Welcome to Orting Ambassador	Mayor Pestinger presented a certificate to Stefanie Clement naming her "Honorary Welcome to Orting Ambassador."
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The Council took a short break to meet the honorees and their families.

Bridge Street Side Channel Project	Tabled to next meeting.
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COMMISSION REPORTS: (7:20)

Parks Commission	Commissioner Robson reported the commission is looking at a plan to renovate Calistoga Park, and are considering combining budgeted amounts for Rainier Meadows and Calistoga Park to accomplish the renovation.
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Planning Commission	Commissioner Hogan reported the commission has been working on: <ul style="list-style-type: none">• ADRs• Comprehensive Plan Draft• Final Plat The Meadows Division 2, Phase 2
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COMMITTEE AND STANDING REPORTS: (7:23)

Public Works	Councilmember Birkes reported the Rainier Lane project is underway. Councilmember Colorossi reported that we have received ROW controlling interest for 15 of 17 Orville Road parcels.
Finance & Cemetery	Councilmember Colorossi provided an update on the budget. Treasurer Stephen Vincenti reported no findings on a recent state audit of retirement plan payments.
Public Safety	No report.
Miscellaneous	None.

OLD BUSINESS: (7:30)

Social Media Policy	Withdrawn by Councilmember Gunther.
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NEW BUSINESS:

Public Hearing – The Meadows II, Phase 2, Final Plat Resolution No. 2015-3	Councilmember Colorossi moved to approve Resolution No. 2015-3, a resolution of the City of Orting, Washington, approving the Final Plat application for The Meadows II, Phase 2. Second by Councilmember Ford. Motion carried.
BHC Consultants Contract for Planning Services	Councilmember Drennen moved to approve BHC Consultants contract for planning services as amended (Change City Manager to City Administrator). Second by Councilmember Colorossi. Motion carried.
Re-roof Bid for Park Buildings	Councilmember Gunther moved to approve the bid of \$12,950.00 from D and D Construction for re-roofing the central park Gazebo, Barbecue building and restrooms. Second by Councilmember Birkes. Motion carried.
Fire Station Bay Doors	Deputy Mayor Penner moved to approve low bid from Lake Tapps Construction Unlimited in the amount of \$3,198.72 to modify fire station bay doors for manual override. Second by Councilmember Ford. Motion carried.
Eldredge Avenue NW Sanitary Sewer Rehabilitation Project	Councilmember Drennen moved to approve Scope and Budget for the Eldredge Avenue NW Sanitary Sewer Rehabilitation project for the amount of \$21,849.00. Second by Councilmember Birkes. Motion carried.

EXECUTIVE SESSION:

Mayor Pestinger recessed to Executive Session to discuss potential litigation, as authorized by RCW 42.30.110(1)(o) until 7:59 pm. He announced no action would be taken during or after Executive Session. Extended to 8:11.

Mayor Pestinger reconvened the Council meeting at 8:11pm.

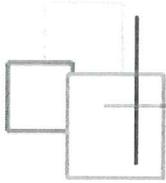
ADJOURN:

Deputy Mayor Penner moved to adjourn. Second by Councilmember Ford. Motion carried.

ATTEST:

City Administrator Mark Bethune

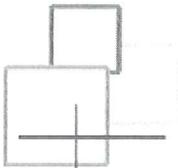
Mayor Joachim Pestinger



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2015 - April - 2nd Council
System Types: Financials

Fund Number	Description	Amount
001	Current Expense	\$83,590.24
101	City Streets	\$18,192.07
104	Cemetery	\$68.66
105	Parks Department	\$1,296.01
320	Transportation Impact	\$25.82
401	Water	\$18,807.70
408	Wastewater	\$76,454.86
410	Stormwater	\$101,172.38
	Count: 8	\$299,607.74



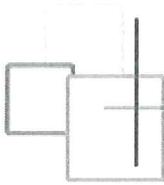
Register

Fiscal: 2015
 Deposit Period: 2015 - April
 Check Period: 2015 - April - 2nd Council
 Bank Accounts: Key Bank - 2000073
 Register Types: Warrant
 Show Outstanding: All
 System Types: Financials
 Outstanding Date: 4/23/2015 1:17:20 PM
 Show Details: Hide

Number	Name	Print Date	Clearing Date	Amount
Key Bank	2000073			
42075	Orting Chamber of Commerce	4/6/2015	4/8/2015	\$1,000.00
42076	Alpine Products Inc.	4/20/2015		\$1,801.93
42077	Capital One Commercial	4/20/2015		\$307.80
42078	CenturyLink/Qwest	4/20/2015		\$116.56
42079	Crystal & Sierra Springs	4/20/2015		\$136.37
42080	Dell Financial Services Payment	4/20/2015		\$1,235.41
	Processing Services			
	KCDA Purchasing Cooperative	4/20/2015		\$195.76
42081	Keybank	4/20/2015		\$3,668.05
42082	Kibbey's Battery Service	4/20/2015		\$206.65
42083	Konica Minolta Business Solutions	4/20/2015		\$331.54
42084	Lemay Mobile Shredding	4/20/2015		\$34.00
42085	Mountain Mist	4/20/2015		\$38.03
42086	NAVSURFWARCENDIV Crane	4/20/2015		\$900.00
42087	Orting Auto Parts	4/20/2015		\$180.47
42088	Puget Sound Energy	4/20/2015		\$5,207.29
42089	Ricoh USA INC	4/20/2015		\$251.00
42090	Rundle, Denis	4/20/2015		\$75.90
42091	Scientific Supply & Equip	4/20/2015		\$52.34
42092	Secure Pacific Corp/Mountain Alarm	4/20/2015		\$83.85
42093	Spectral Laboratories	4/20/2015		\$1,525.00
42094	Tacoma Pierce County Health Dept	4/20/2015		\$1,030.00
42095	The Bigger Sandbox	4/20/2015		\$500.00
42096	The News Tribune	4/20/2015		\$134.77
42097	Utilities Underground Location Center	4/20/2015		\$69.30
42098	Verizon Wireless	4/20/2015		\$2,117.55
42099	Water Management Lab Inc.	4/20/2015		\$391.00
42100	WETRC/Green River Community College	4/20/2015		\$450.00
42101	Orting Valley Senior Cent	4/22/2015		\$1,083.33
42102	Advanced Safety & Fire SE	4/29/2015		\$736.42
42103				

Number	Name	Print Date	Posting Date	Amount
42104	Airgas-USA LLC	4/29/2015		\$269.82
42105	Bhc Consultants	4/29/2015		\$4,250.38
42106	Big JS Outdoor Store	4/29/2015		\$100.00
42107	Brisco Inc.	4/29/2015		\$372.27
42108	Bucky's of Oring Inc	4/29/2015		\$29.32
42109	Cintas Corporation #461	4/29/2015		\$98.60
42110	Comcast	4/29/2015		\$20.74
42111	Comfort Air Systems-Gerald Cowan	4/29/2015		\$1,190.00
42112	Dept of Transportation	4/29/2015		\$245.64
42113	Employment Security Dept	4/29/2015		\$4,497.46
42114	Enviro-Clean Equipment, Inc.	4/29/2015		\$1,308.86
42115	Harter, Larry	4/29/2015		\$27.60
42116	Heritage Quest Press	4/29/2015		\$76.10
42117	Kanyon Disend PLLC	4/29/2015		\$13,980.20
42118	Law Offices of Mathew J Rusanak	4/29/2015		\$3,600.00
42119	Lincoln, Tim	4/29/2015		\$150.00
42120	Mitel Leasing	4/29/2015		\$481.61
42121	Mortimer, Thomas D, JR	4/29/2015		\$1,333.16
42122	North Central Laboratorie	4/29/2015		\$533.15
42123	Parametrix	4/29/2015		\$213,857.69
42124	Phillips 66-CO./GECRB	4/29/2015		\$53.95
42125	Pierce County Library System	4/29/2015		\$810.00
42126	Pitney Bowes Global	4/29/2015		\$440.82
42127	Pitney Bowes Purchase Power	4/29/2015		\$493.00
42128	Praxair Distribution Inc	4/29/2015		\$25.37
42129	Precision Concrete Cutting	4/29/2015		\$130.56
42130	Puget Sound Energy	4/29/2015		\$13,867.93
42131	Schwab-Ellison Co, Inc	4/29/2015		\$18.60
42132	Scientific Supply & Equip	4/29/2015		\$52.30
42133	Shervin-Williams	4/29/2015		\$772.54
42134	Spectral Laboratories	4/29/2015		\$2,482.00
42135	Sports Connection, LLC	4/29/2015		\$696.35
42136	Sportsites, INC	4/29/2015		\$1,000.00
42137	Staples Advantage-Dept LA	4/29/2015		\$30.76
42138	Sumner Law'n Saw	4/29/2015		\$198.07
42139	T M G Services Inc	4/29/2015		\$3,242.85
42140	UniFirst Corporation	4/29/2015		\$191.29
42141	United Laboratories	4/29/2015		\$928.07
42142	US BankNA Custody Treasury Div-Mony Cntr	4/29/2015		\$72.00
42143	Vision Forms LLC	4/29/2015		\$2,216.59
42144	Vision Municipal Solutions LLC	4/29/2015		\$1,493.82
42145	Washington Tractor	4/29/2015		\$27.11
42146	Zumar Industries Inc	4/29/2015		\$80.84
	Total		Check	\$299,607.74

Number	Name	Print Date	Clearing Date	Amount
		Total	2000073	\$299,607.74
		Grand Total		\$299,607.74



Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount			
Advanced Safety & Fire SE	42103	134301-134772-134283	001-514-21-48-01	Annual Fire Extinguisher Service	\$28.19			
			001-521-50-48-03	Annual Fire Extinguisher Service	\$70.45			
			001-575-50-48-00	Annual Fire Extinguisher Service	\$28.18			
			101-542-30-48-02	Annual Fire Extinguisher Service	\$15.12			
			104-536-50-48-00	Annual Fire Extinguisher Service	\$15.12			
			105-576-80-48-00	Annual Fire Extinguisher Service	\$30.24			
			401-534-50-48-02	Annual Fire Extinguisher Service	\$267.00			
			408-535-50-48-02	Annual Fire Extinguisher Service	\$267.00			
			410-531-38-48-00	Annual Fire Extinguisher Service	\$15.12			
			Total				\$736.42	
			Airgas-USA LLC	42104	9038394960	408-535-50-48-02	CYL 100 PPM	\$269.82
						Total		
Alpine Products Inc.	42076	TM-146857-TM147512 TM-147440	101-542-64-49-01	Paint & Supplies	\$768.14			
			101-542-64-49-01	Paint Pals-Hot Tape	\$1,033.79			
			Total				\$1,801.93	
Bhc Consultants	42105	0006651	001-558-60-41-02	2015 Comprehensive Plan	\$1,581.24			
			001-558-60-41-02	Professional Serices	\$2,669.14			
			Total				\$4,250.38	
Big J'S Outdoor Store	42106	51749	401-534-10-31-04	Boots/Barfield	\$50.00			
			408-535-10-31-05	Boots/Barfield	\$50.00			
			Total				\$100.00	
Brisco Inc.	42107	Apr2015-400	001-524-20-32-01	Fuel	\$220.33			
			001-576-80-32-00	Fuel	\$28.86			
			105-576-80-48-02	Fuel	\$75.04			
			410-531-38-32-01	Fuel	\$48.04			
			Total				\$372.27	
Bucky's of Orting Inc	42108	23214	001-575-50-48-02	Oil Change 08 Escape	\$29.32			
			Total				\$29.32	
Capital One Commercial	42077	7003731100048356-Apr2015	001-521-20-31-01	Flashlights	\$77.59			
			001-521-20-31-01	Flashlights	\$153.22			

Vendor	Number	Invoice	Account Number	Notes	Amount
Capital One Commercial	42077	7003731100048356-Apr2015	001-521-50-48-03	LED Lights	\$76.99
				Total	\$307.80
CenturyLink/Qwest	42078	464B-APR2015	001-521-20-45-02	Cell Connection Data Interface	\$116.56
				Total	\$116.56
Cintas Corporation #461	42109	461586297	408-535-60-48-04	Restroom Cleaning	\$98.60
				Total	\$98.60
Comcast	42110	0005839-APR2015	001-514-23-42-00 401-534-10-42-01 408-535-10-42-01	City Hall Internet City Hall Internet City Hall Internet	\$6.92 \$6.91 \$6.91
				Total	\$20.74
Comfort Air Systems-Gerald Cowan	42111	CO020315	001-521-50-48-03	PSB Leak	\$107.44
			001-522-20-48-02	PSB Leak	\$107.44
		CO020415	001-575-50-48-00	Replaced Furnance Belt	\$114.24
		CO021015	001-514-21-48-01	Furnance Maintenance	\$61.65
			001-521-50-48-03	Furnance Maintenance	\$30.83
			001-522-20-48-02	Furnance Maintenance	\$30.82
			001-575-50-48-00	Furnance Maintenance	\$61.66
		CO022315	408-535-50-48-02	WWTP Thermostat	\$675.92
				Total	\$1,190.00
Crystal & Sierra Springs	42079	5225720 040415	401-534-10-31-00 408-535-10-31-00	Water for Public Works Water for Public Works	\$82.41 \$53.96
				Total	\$136.37
Dell Financial Services Payment Prosessing Services	42080	77864709	001-594-12-75-03	PSB Server	\$25.00
			001-594-14-75-03	City Hall Server	\$50.00
			001-594-21-75-02	PSB Server	\$753.41
			001-594-24-75-05	City Hall Server	\$37.00
			001-594-76-75-06	City Hall Server	\$12.00
			101-594-42-75-41	City Hall Server	\$12.00
			105-594-76-75-04	City Hall Server	\$12.00
			401-594-34-75-02	City Hall Server	\$111.00
			408-594-35-64-44	City Hall Server	\$149.00
			410-594-31-74-02	City Hall Server	\$74.00
				Total	\$1,235.41

Vendor	Number	Invoice	Account Number	Notes	Amount
Dept of Transportation	42112	LA082132R	101-595-30-41-02	General Project Management for Washington Ave Left Turn Lane	\$245.64
				Total	\$245.64
Employment Security Dept	42113	000-945079-10-1-Apr2015	001-517-78-20-00	1st QRT Unemployment Fees	\$4,497.46
				Total	\$4,497.46
Enviro-Clean Equipment, Inc.	42114	R15-041701	101-542-30-48-04	Motor for Street Sweeper-Left Gutter Broom-1033	\$392.66
			410-531-38-48-01	Motor for Street Sweeper-Left Gutter Broom-1033	\$916.20
				Total	\$1,308.86
Harter, Larry	42115	PW1548	401-534-90-49-00	Milage for Training	\$27.60
				Total	\$27.60
Heritage Quest Press	42116	476392	001-514-23-31-02	Envelopes	\$19.02
			401-534-10-31-00	Envelopes	\$19.03
			408-535-10-31-00	Envelopes	\$19.02
			410-531-38-31-00	Envelopes	\$19.03
				Total	\$76.10
KCDA Purchasing Cooperative	42081	3898246	105-576-80-48-04	Trash Liners	\$195.76
				Total	\$195.76
Kenyon Disend PLLC	42117	182811/182812/182813	001-515-30-41-01	Retainer	\$3,500.00
			001-515-30-41-02		\$10,480.20
				Total	\$13,980.20
Keybank	42082	4412-Apr2015	001-521-20-31-01	Life Saving Award/Medal/Cert for Officer Boone	\$41.50
			001-521-20-31-01	Uniform Items for Teclerian	\$57.47
			001-521-21-49-00	Books for Drug Identification	\$82.11
			001-521-50-48-02	06 Crown Vic Battery	\$124.14
			001-521-50-48-02	Supplies for Vehicles	\$198.36
			001-521-50-48-03	Detention Cell Cleaning	\$152.32
			001-521-50-48-03	Office Chairs	\$276.78
		4438-Apr2015	001-512-50-31-00	Meal For Training-Court	\$58.99
			001-512-50-49-03	Hotel & Parking for Training-Woods	\$127.88
			001-513-10-31-00	Lunch for Management Team	\$54.35
			001-524-20-31-00	Computer Mouse	\$54.39

Vendor	Number	Invoice	Account Number	Notes	Amount	
Keybank	42082	4438-Apr2015	001-571-20-31-22	Refund on Uniforms	(\$27.20)	
			105-576-80-48-00	Straw/Grass Seed/Caution Tape-Lights in Park	\$41.53	
			401-534-10-31-00	Storage for I Pod	\$6.66	
			401-534-10-31-00	Wipes	\$9.78	
			401-534-10-31-00	Batteries	\$27.19	
			401-534-10-31-00	Cell Phone Batteries	\$46.58	
			401-534-10-31-00	Office Supplies	\$85.52	
			401-534-50-48-02	Credit for Amazon Prime Membership	(\$83.16)	
			401-534-50-48-06	Seat for Dodge Dakota	\$92.99	
			401-534-90-49-00	Arc-Flash, Electrical & Control Training-Harter	\$90.00	
			401-534-90-49-00	Hotel For Training-Rundel & Ewing	\$116.96	
			408-535-10-31-00	Storage for I Pod	\$6.67	
			408-535-10-31-00	Batteries	\$27.18	
			408-535-10-31-00	Cell Phone Batteries	\$46.59	
			408-535-10-31-00	Office Supllies	\$85.51	
			408-535-90-49-00	Hotel For Training-Rundel & Ewing	\$116.96	
			410-531-38-31-00	Storage for I Pod	\$6.66	
			4461-Apr2015	001-514-40-41-19	Notary Training-Helgelien	\$125.00
				001-518-10-41-01	City Clerk Position Publication	\$339.25
				001-524-20-41-05	Meals for ICC Training-Wolfe	\$162.80
				001-524-20-41-05	Hotel for ICC Training-Wolfe	\$317.49
				001-524-20-48-01	03 Chev-Oil Change/Window Repair	\$467.91
				105-594-76-64-33	Trees for Calistoga Park Phase 1	\$330.89
Total		\$3,668.05				
Kibbey's Battery Service	42083	1542	101-542-30-48-04	Batteries	\$14.76	
			105-576-80-31-00	Batteries	\$68.35	
			401-534-50-48-04	Batteries	\$83.87	
			408-535-50-48-04	Batteries	\$24.91	
			410-531-38-48-01	Batteries	\$14.76	
			Total		\$206.65	
Konica Minolta Business Solutions	42084	4005666-Apr2015	001-594-21-75-00	PD Copier Lease	\$331.54	
			Total		\$331.54	
Law Offices of Matthew J Rusnak	42118	65 Mar-Apr 2015	001-512-50-49-01	Court Appointed Attorney-March & April 2015	\$3,600.00	
				Total	\$3,600.00	

Vendor	Number	Invoice	Account Number	Notes	Amount
Lemay Mobile Shredding	42085	4430151	001-514-23-31-02	City Hall Shredding	\$34.00
				Total	\$34.00
Lincoln, Tim	42119	1029	001-524-20-49-00	Contracted Building Inspector	\$150.00
				Total	\$150.00
Mitel Leasing	42120	1300843	001-594-12-75-02	PSB Phone Lease	\$16.28
			001-594-21-75-01	PSB Phone Lease	\$127.55
			001-594-22-75-01	PSB Phone Lease	\$127.55
		1300846	001-594-14-75-04	City Hall Phone Lease	\$10.52
			001-594-24-75-01	City Hall Phone lease	\$52.56
			001-594-76-75-01	City Hall Phone lease	\$10.51
			101-594-42-75-01	City Hall Phone lease	\$10.50
			401-594-34-75-01	City Hall Phone lease	\$10.50
			408-594-60-42-01	City Hall Phone lease	\$57.82
			410-594-31-75-01	City Hall Phone lease	\$57.82
				Total	\$481.61
Mortimer, Thomas D, JR	42121	3127	410-531-39-41-04	NPDES Permit Review	\$1,333.16
				Total	\$1,333.16
Mountain Mist	42086	039199-APR2015	001-514-23-31-02	Water for City Hall	\$38.03
				Total	\$38.03
NAVSURFWARCE NDIV Crane	42087	N00164LE0736-15	001-594-21-64-39	Lease of Night Vision-N00164LE0736-15	\$900.00
				Total	\$900.00
North Central Laboratorie	42122	353392	408-535-10-31-00	Lab Supplies	\$533.15
				Total	\$533.15
Orting Auto Parts	42088	1000-Apr2015	001-521-50-48-02	Oil For 04 Crown Vic	\$35.12
			101-542-30-48-04	Oil-for Hole Hog	\$5.86
			401-534-50-48-06	Upholstery Cleaner-98 Dakota 1038	\$12.60
			401-534-50-48-06	Supplies for Oil Change-1051	\$29.49
			408-535-50-48-08	Supplies for Oil Change-1051	\$29.48
			408-535-50-48-08	Supplies for Oil Change-1022	\$67.92
				Total	\$180.47

Vendor	Number	Invoice	Account Number	Notes	Amount
Orting Chamber of Commerce	42075	Apr2015-300	001-571-20-31-09	2015 Orting Daffodil Float Support	\$1,000.00
				Total	\$1,000.00
Orting Valley Senior Cent	42102	Apr2015-301	001-571-20-31-06	Monthly Support	\$1,083.33
				Total	\$1,083.33
Parametrix	42123	01-74912	401-594-34-41-01	Well 1 Control Improvements-Project Mgmt	\$81.38
			401-594-34-41-01	Well 1 Control Improvements-Domestic Skid VFD Upgrade	\$103.40
			401-594-34-63-35	Rainier Lane SE-Construction Services-Project Management-Water	\$87.67
			408-594-35-41-01	Biosolids Removal-Specs & Site Plans	\$28.43
			408-594-35-41-01	Biosolids Removal-Project Mgt	\$264.56
			408-594-35-41-11	High Cedars FM & LS Rehab Project Management	\$1,420.06
			408-594-35-41-11	High Cedars FM & LS Rehab Sewer FM Design	\$10,382.57
			408-594-35-41-11	High Cedars FM & LS Rehab Lift Station Design	\$22,259.13
			408-594-35-63-30	Rainier Lane SE-Construction Services-Project Management-Sewer	\$87.68
			410-531-31-41-21	2011 Cali Setback Levee Grants	\$208.40
		410-594-31-63-28	Rainier Lane SE-Construction Services-Project Management-Storm	\$68.19	
		01-74913	001-524-20-41-02	Village Green Div 8-Design Review	\$0.40
			001-524-20-41-02	Village Green Div 7-Project Expenses	\$10.16
			001-524-20-41-02	Majestic View Div 2/Stowe-Design Review Services	\$104.31
			001-524-20-41-02	The Meadows Div 2-Construction Services	\$2,155.29
			001-524-20-41-02	Village Green Div 7-Project Expenses	\$3,213.37
			001-524-20-41-02	Village Green Div 7-Construction Services	\$4,022.63
			001-524-20-41-02	Village Green Div 8-Construction Services	\$9,342.13
			001-558-60-41-01	BLA General Costs	\$1,438.82

Vendor	Number	Invoice	Account Number	Notes	Amount
Parametrix	42123	01-74914	101-595-30-41-02	SR162 TWLT Project Mangement Fixed Fees	\$62.51
			101-595-30-41-02	SR162 TWLT- Project Management	\$716.60
			101-595-30-41-02	SR162 TWLT-Final Design	\$1,450.20
			101-595-30-41-02	SR162 TWLT R/W Acquisition	\$3,025.28
		01-74915	410-594-31-63-24	Construction Admin- Assistance Project Mgmt	\$1,186.27
			410-594-31-63-24	Construction Admin- Assistance- Landscapr	\$1,817.00
			410-594-31-63-24	Construction Admin- Assistance- Construction Staking	\$2,626.15
			410-594-31-63-24	Construction Admin- Assistance- Construction Eng	\$5,320.09
			410-594-31-63-24	Construction Admin- Assistance- Construction Observation	\$41,711.40
		01-74916	001-558-60-41-01	General Consulting	\$2,966.45
			101-542-30-41-01	General Consulting- Streets	\$1,870.00
			401-534-10-41-01	General Consulting- Water	\$906.60
			401-534-10-41-16	Water System Plan Update-WSP Production	\$0.80
			401-534-10-41-16	Water System Plan Update-WSP Project	\$170.40
			401-534-10-41-16	Water System Plan Update-WSP System	\$3,562.50
			408-535-10-41-01	General Consulting- Sewer	\$1,809.30
			408-594-35-41-01	Biosolids Pre-design Eng Report	\$50.00
			408-594-35-41-01	Biosolids-Pre Design-Project Mgt	\$738.75
			410-531-39-41-01	General Consulting- Storm	\$1,092.64
		01-75035	401-534-20-41-30	WSDOT Franchise Permit-Utility	\$5.20
			401-534-20-41-30	Franchise Mit Plan WSDOT Franchise Permit-Coord	\$385.65
			401-594-34-41-01	Well 1 Control Improvements- Project Mgmt	\$75.93
			401-594-34-63-35	Rainier Lane SE Construction Services-Project Management-Water	\$181.99
			408-594-35-41-01	Biosolids Removal- Project Mgmt	\$77.13
			408-594-35-41-11	High Cedars FM & LS Rehab-Project Management	\$1,027.95

Vendor	Number	Invoice	Account Number	Notes	Amount
Parametrix	42123	01-75035	408-594-35-41-11	High Cedars FM & LS Rehab-Lift Station Rehab Design	\$7,604.79
			408-594-35-41-11	High Cedars FM & LS Rehab-Sewer FM Design	\$7,617.08
			408-594-35-63-30	Rainier Lane SE Construction Services-Project Management-Sewer	\$182.00
			410-594-31-63-28	Rainier Lane SE Construction Services-Project Management-Storm	\$141.55
		01-75036	001-524-20-41-02	Majestic View Estates Phase 6-Design Review	\$102.44
			001-524-20-41-02	Majestic View Div 2/Stowe-Design Review Services	\$108.71
			001-524-20-41-02	General Development	\$540.01
			001-524-20-41-02	The Meadows Div 2-Construction Services	\$713.77
			001-524-20-41-02	Village Green Div 7-Design Review	\$795.34
			001-524-20-41-02	Village Green Div 8-Design Review	\$903.77
			001-524-20-41-02	Village Green Div 7-Construction Services	\$4,536.00
			001-524-20-41-02	Village Green Div 8-Construction Services	\$8,209.31
		01-75037	101-595-30-41-02	SR162 TWLT-R/W Acquisition	\$318.30
			101-595-30-41-02	SR162 TWLT-Project Management	\$508.12
		01-75038	410-594-31-63-24	Construction Admin Assistance-Expenses	\$53.22
			410-594-31-63-24	Construction Admin Assistance-Geotech	\$130.52
			410-594-31-63-24	Construction Admin Assistance-Project Mgmt	\$803.94
			410-594-31-63-24	Construction Admin Assistance-Landscape	\$3,024.94
			410-594-31-63-24	Construction Admin Assistance-Construction Eng	\$17,314.41
			410-594-31-63-24	Construction Admin Assistance-Construction Observation	\$20,561.00
		01-75039	001-558-60-41-01	General Consulting	\$503.95
			101-542-30-41-01	General Consulting-Streets	\$1,470.00
			401-534-10-41-01	General Consulting-Water	\$3,200.00
			401-534-10-41-16	Water System Plan Update-WSP Proj Mgt	\$535.00

Vendor	Number	Invoice	Account Number	Notes	Amount
Parametrix	42123	01-75039	401-534-10-41-16	Water System Plan Update-WSP	\$1,281.25
			408-535-10-41-01	System Analysis	
			408-594-35-41-01	General Consulting-Sewer	\$2,614.15
			410-531-39-41-01	Biosoids Pre-Design-Alternatives	\$425.00
				General Consulting-Storm	\$1,543.75
			Total	\$213,857.69	
Phillips 66-CO./GECRB	42124	7076224500989843-APR2015	001-524-20-32-01	Fuel	\$53.95
				Total	\$53.95
Pierce County Library System	42125	2015-15	408-535-60-48-05	MPC/Library Janitorial	\$810.00
				Total	\$810.00
Pitney Bowes Global	42126	2471903-AP15	001-514-23-45-00	Postage Machine Lease	\$440.82
				Total	\$440.82
Pitney Bowes Purchase Power	42127	8000909000503685-APR2015	001-512-50-31-01	Postage	\$99.84
			001-513-10-31-01	Postage	\$5.03
			001-514-23-31-01	Postage	\$251.47
			001-521-20-31-07	Postage	\$2.40
			001-521-20-31-07	Postage	\$17.68
			001-524-20-31-02	Postage	\$20.40
			001-575-50-31-02	Postage	\$3.36
			401-534-10-42-00	Postage	\$21.04
			401-534-10-42-00	Postage	\$21.60
			408-535-10-42-00	Postage	\$8.10
			408-535-10-42-00	Postage	\$21.04
			410-531-38-42-00	Postage	\$21.04
				Total	\$493.00
Praxair Distrubution Inc	42128	52291641	408-535-10-31-00	Oxygen	\$25.37
				Total	\$25.37
Precision Concrete Cutting	42129	W14243	101-542-30-48-07	Leber Street Curb Cut	\$130.56
				Total	\$130.56
Puget Sound Energy	42130	200001247663- ARP2015	408-535-50-47-07	VC Lift Station	\$166.96
		200001247812- APR2015	320-595-30-63-01	SR162 Signal	\$25.82
		200001248034- ARP2015	401-534-50-47-07	Harman Springs	\$26.48
		200001248190- APR2015	105-576-80-47-01	North Park	\$10.80
		200001248372- APR2015	401-534-50-47-08	Well 3	\$450.74
		200001248539- APR2015	001-525-50-47-01	Lahar Siren	\$10.80
		200001532189- APR2015	105-576-80-47-02	Main Park	\$261.18
			105-576-80-47-03	Bell Tower	\$111.93
		200002708986- APR2015	408-535-50-47-05	VG Lift Station	\$267.04
		200003766280- APR2015	001-514-21-32-01	City Hall-City Shop @ City Hall	\$26.89

Vender	Number	Invoice	Account Number	Notes	Amount		
Puget Sound Energy	42130	200003766280- APR2015	001-514-21-47-01	City Hall-City Shop @ City Hall	\$116.23		
			001-524-20-32-05	City Hall-City Shop @ City Hall	\$47.70		
			401-534-50-47-01	City Hall-City Shop @ City Hall	\$116.23		
			401-534-50-47-09	City Hall-City Shop @ City Hall	\$26.88		
			408-535-50-47-01	City Hall-City Shop @ City Hall	\$116.23		
			408-535-50-47-08	City Hall-City Shop @ City Hall	\$26.88		
			200005438367- APR2015	401-534-50-47-05	Wingate	\$689.22	
			200009717931- APR2015	401-534-50-47-04	Well 2	\$61.89	
		200010396329- APR2015	001-521-50-47-00	PSB	\$689.20		
			001-522-50-47-00	PSB	\$689.20		
			200010396543- APR2015	105-576-80-47-01	North Park	\$98.05	
			200010629349- APR2015	101-542-63-47-01	City Shop	\$17.47	
				104-536-50-47-01	City Shop	\$13.98	
				401-534-50-47-01	City Shop	\$20.97	
				408-535-50-47-01	City Shop	\$17.47	
			200013874264- APR2015	408-535-50-47-04	WWTP	\$8,653.45	
		200014994137- APR2015	410-531-38-47-00	VG Storm Pond	\$120.90		
		200015669910-APR2015	401-534-50-47-06	Wingate Chlorinator	\$229.20		
		42089	200019646914-Apr2015	101-542-63-47-03	Street Lights	\$59.73	
		42130	200021141250- APR2015	408-535-50-47-03	Lift Station 2	\$75.20	
			200021421298- APR2015	408-535-50-47-06	Rainer Meadows	\$26.82	
			200022934653- APR2015	001-575-50-47-01	MPC/Library	\$548.29	
			200024404523- APR2015	408-535-50-47-02	Lift Station 1	\$107.83	
		42089	220000846174-Apr2015	101-542-63-47-03	Street Lights	\$45.22	
			300000002406-Apr2015	101-542-63-47-03	Street Lights	\$5,102.34	
						Total	\$19,075.22
		Ricoh USA INC	42090	94509662	001-594-14-75-00	City Hall Copier Lease	\$251.00
						Total	\$251.00
		Rundle, Denis	42091	PW1540	408-535-80-43-00	Milage for Training	\$75.90
						Total	\$75.90
		Schwab-Ellison Co, Inc	42131	82200153857	408-535-10-31-00	Backhoe Tire Repair	\$18.60
						Total	\$18.60
Scientific Supply & Equip	42092	31412368	408-535-10-31-00	Lab Supplies	\$52.34		
	42132	31412664	408-535-10-31-00	Lab Supplies	\$52.30		
				Total	\$104.64		
Secure Pacific Corp/Mountain Alarm	42093	46678	001-514-23-31-02	City Hall Alarm	\$83.85		
				Total	\$83.85		
Sherwin-Williams	42133	96694/69738	001-521-30-49-00	Credit on Account	(\$16.09)		

Vendor	Number	Invoice	Account Number	Notes	Amount
Sherwin-Williams	42133	96694/69738	001-521-30-49-00	Paint for Calistoga Bridge	\$788.63
				Total	\$772.54
Spectral Laboratories	42094	98032	408-535-10-41-03	Lab Testing	\$166.00
		98071	408-535-10-41-03	Lab Testing	\$425.00
		98297	408-535-10-41-03	Lab Testing	\$934.00
	42134	98431	408-535-10-41-03	Lab Testing	\$118.00
		98432	408-535-10-41-03	Lab Testing	\$1,400.00
		98535	408-535-10-41-03	Lab Testing	\$964.00
				Total	\$4,007.00
Sports Connection, LLC	42135	15244	001-571-20-31-23	Tots Soccer-Shirts	\$696.35
				Total	\$696.35
Sportsites, INC	42136	286	001-575-50-31-01	Online Payment	\$1,000.00
				Total	\$1,000.00
Staples Advantage- Dept LA	42137	3261003746	001-511-60-31-01	Toner	\$30.76
				Total	\$30.76
Sumner Lawn'n Saw	42138	256541/257643	101-542-30-48-04	Repair on Welder	\$49.70
			105-576-80-48-01	Repair on Welder	\$33.13
			401-534-50-48-04	Repair on Welder	\$33.13
			408-535-50-48-02	Trimmer Line	\$32.39
			408-535-50-48-04	Repair on Welder	\$33.13
			410-531-38-48-01	Repair on Welder	\$16.59
				Total	\$198.07
T M G Services Inc	42139	0037852-IN	401-594-34-64-53	Well 3-Serviced DME Pumps-Replaced Dosing Monitors	\$3,242.85
				Total	\$3,242.85
Tacoma Pierce County Health Dept	42095	SD0000549	101-542-30-48-05	UST Removal Monitoring-6565000090	\$600.00
			401-534-50-48-05	UST Removal Monitoring-6565000090	\$300.00
			408-535-50-48-06	UST Removal Monitoring-6565000090	\$130.00
				Total	\$1,030.00
The Bigger Sandbox	42096	3/28/2015	001-511-60-41-01		\$500.00
				Total	\$500.00
The News Tribune	42097	257635-Apr2015	001-511-60-49-03	Publications	\$134.77
				Total	\$134.77

Vendor	Number	Invoice	Account Number	Notes	Amount
UniFirst Corporation	42140	3301073727/3301075705/3301408-535-10-31-03 077683/3301079653		Supplies	\$191.29
				Total	\$191.29
United Laboratories	42141	INV115817	408-535-10-31-00	Lab Supplies	\$928.07
				Total	\$928.07
US BankNA Custody Treasury Div-Mony Cntr	42142	386000122-APR2015	001-514-23-49-06		\$72.00
				Total	\$72.00
Utilities Underground Location Center	42098	5030178	401-534-60-41-00	Locates	\$69.30
				Total	\$69.30
Verizon Wireless	42099	9742330413	001-514-23-42-00 001-524-20-42-00 104-536-20-42-00 401-534-10-42-01 408-535-10-42-01	Cell Phones Cell Phones Cell Phones Cell Phones Cell Phones	\$254.07 \$57.67 \$39.56 \$285.87 \$285.87
		9742330414	001-512-50-42-00 001-521-20-45-01 001-521-20-45-02	Cell Phones Cell Phones Cell Connection	\$57.67 \$576.70 \$560.14
				Total	\$2,117.55
Vision Forms LLC	42143	2890	401-534-10-31-00 401-534-10-42-00 408-535-10-31-00 408-535-10-42-00 410-531-38-31-00 410-531-38-42-00	Utility Bill Processing & Mailing Utility Bill Processing & Mailing Utility Bill Processing & Mailing Utility Bill Processing & Mailing Utility Bill Processing & Mailing	\$32.12 \$82.64 \$32.12 \$82.63 \$32.12 \$82.63
		2902	401-534-10-31-00 401-534-10-42-00 408-535-10-31-00 408-535-10-42-00 410-531-38-31-00 410-531-38-42-00	Utility Bill Processing & Mailing Utility Bill Processing & Mailing Utility Bill Processing & Mailing Utility Bill Processing & Mailing	\$180.91 \$443.20 \$180.91 \$443.20 \$180.91 \$443.20
				Total	\$2,216.59
Vision Municipal Solutions LLC	42144	03-3662	001-513-23-41-01 001-514-23-41-04 001-524-20-41-01	Server Maintenance Server Maintenance Server Maintenance	\$12.65 \$12.65 \$12.65

Vendor	Number	Invoice	Account Number	Notes	Amount	
Vision Municipal Solutions LLC	42144	03-3662	001-575-50-41-03	Server Maintenance	\$12.64	
			101-542-30-41-04	Server Maintenance	\$12.65	
			401-534-10-41-05	Server Maintenance	\$12.65	
			408-535-10-41-05	Server Maintenance	\$12.64	
			410-531-38-41-04	Server Maintenance	\$12.65	
			09-3639	001-513-23-41-01	Server Maintenance	\$174.08
				001-514-23-41-04	Server Maintenance	\$174.08
				001-524-20-41-01	Server Maintenance	\$174.08
				001-575-50-41-03	Server Maintenance	\$174.08
				101-542-30-41-04	Server Maintenance	\$174.08
				401-534-10-41-05	Server Maintenance	\$174.08
				408-535-10-41-05	Server Maintenance	\$174.08
				410-531-38-41-04	Server Maintenance	\$174.08
				Total		\$1,493.82
				Washington Tractor	42145	673104
Total					\$27.11	
Water Management Lab Inc.	42100	138611/139062	401-534-10-41-03	Lab Testing	\$391.00	
Total					\$391.00	
WETRC/Green River Community College	42101	139745-139747	401-534-90-49-00	Washington Operator-Rundle & Ewing	\$225.00	
			408-535-90-49-00	Washington Operator-Rundle & Ewing	\$225.00	
			Total		\$450.00	
Zumar Industries Inc	42146	0175695	101-542-64-49-00	Street Signs-Eldredge/Train	\$80.84	
Total					\$80.84	
				Grand Total	\$299,607.74	



City of Orting
City Council Staff Report

Date: April 2, 2015

Prepared By: Mark Bethune

Agenda Item: Planning Consultant Contract

Issue Synopsis:	The contract with City's planner, BHC Consultants has not been updated renewed or updated since 2000.
Background:	BHC has been the City's planning consultant since at least 1995. Their work includes the Comprehensive Plan, land use, shoreline management, critical areas, park plans, and grants.
Policy Options:	Approve, amend, deny
Analysis:	The City has benefited from the planning consultant work of BHC for at least the last 15 years. They are assisting us currently with our 7 year update of the Comprehensive Plan. Their rates are reasonable, they have been flexible in meeting the needs of the city, and their work is high quality.
Fiscal Impact:	Fund(s): NA Expenditure Required: NA Amount Budgeted: NA Additional Appropriation Required: NA
Policy Questions:	See above
Staff Recommendation:	Approve
Technology Recommendation:	Approve
Attachments:	Updated Contract

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2015-4

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, AUTHORIZING THE MAYOR TO ENTER
INTO AN AGREEMENT WITH BHC CONSULTANTS FOR
PLANNING SERVICES**

WHEREAS, the City desires to enter into an agreement with BHC Consultants for planning services;

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

Section 1. The Mayor is hereby authorized to enter into the Agreement for Professional Services with BHC Consultants, in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 29TH DAY OF APRIL, 2015.

CITY OF ORTING

Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

Mark Bethune, City Administrator/Clerk

Approved as to form:

John P. Long, Jr., City Attorney

Filed with the City Clerk:
Passed by the City Council: 4/29/15
Resolution No.: 2015-4
Date Posted:

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ORTING AND BHC CONSULTANTS
PLANNING SERVICES**

THIS AGREEMENT, is made this 8th day of April, 2015, by and between the City of Orting (hereinafter referred to as "City"), a Washington Municipal Corporation, and BHC Consultants (hereinafter referred to as "Service Provider"), doing business at 1601 5th Ave, Ste 500, Seattle, WA 98101.

WHEREAS, Service Provider is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Service Provider for the provision of such services for community planning services, and Service Provider agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Description of Work.** Service Provider shall perform work as described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed written permission of the City.
2. **Payment.**
 - A. The City shall pay Service Provider at the hourly rate set forth in Exhibit B.
 - B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.
 - C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.
3. **Relationship of Parties.** The parties intend that an independent contractor/client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or

subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.

4. **Project Name.** Community Planning Services.
5. **Duration of Work.** Service Provider shall provide services for a period of one (1) year from date of approval. This contract will automatically renew for additional one year terms after the initial term unless the City and Service Provider agree otherwise in writing or unless the agreement is terminated as provided below.
6. **Termination.**
 - A. Termination Upon the City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.
 - B. Termination for Cause. If Service Provider refuses or fails to complete the tasks described in Exhibit A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.
 - C. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.
7. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
8. **Indemnification / Hold Harmless.** Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims,

injuries, damages, losses or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the Service Provider in negligent performance of this Agreement, except for injuries and damages caused by the negligence of the City. Without prejudice to the foregoing, if: (i) Service Provider wrongfully rejects the City's tender of defense or otherwise fails to fulfill its indemnity obligations upon demand as required hereunder, and (ii) it is subsequently determined by a court or other tribunal of competent jurisdiction that the underlying claim, injury, damage, loss or suit arose out of or resulted from Service Provider's negligence, then Service Provider shall fully reimburse the City for all costs and expenses, including attorney fees, incurred by the City in obtaining such determination.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

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

A. **Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below:

1. *Automobile Liability* insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. *Commercial General Liability* insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement

GC 20 10 10 01 and GC 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Service Provider's profession.

B. **Minimum Amounts of Insurance.** Service Provider shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Service Provider's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.
2. The Service Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

E. **Verification of Coverage.** Service Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.

F. **Subcontractors.** Service Provider shall include each subcontractor as insured under its policies or shall furnish separate certifications and endorsements for each

subcontractor. All coverage shall be subject to all of the same insurance requirements as stated herein for the Service Provider.

10. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
11. **City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
12. **Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
13. **Ownership of Products and Premises Security.**
 - A. All documents, reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
 - B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
14. **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
15. **Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
16. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed in Section 22 below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified

mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

17. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
18. **Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
19. **Public Records Disclosure.** Service Provider shall fully cooperate with and assist the City with respect to any request for public records received by the City and related to any public records generated, produced, created and/or possessed by Service Provider and related to the services performed under this Agreement. Upon written demand by the City, the Service Provider shall furnish the City with full and complete copies of any such records within five business days.

Service Provider's failure to timely provide such records upon demand shall be deemed a breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Service Provider shall fully indemnify and hold harmless the City as set forth in Section 8.

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

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

20. **Record Keeping and Reporting.** Service Provider shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. Service Provider shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement and compliance with this Agreement.

These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

21. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during

the performance of this Agreement. The City shall have the right to conduct an audit of the Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Consultant.

22. **Notices.** Notices to the City of Orting shall be sent to the following address:

Mark Bethune
City Administrator, City of Orting
110 Train St. SE
Orting, WA 98360
Phone: (360) 893-2219 ext. 115
Fax: (360) 893-6809

Notices to the Service Provider shall be sent to the following address:

Roger Wagoner
BHC Consultants
1601 Fifth Ave. Suite 500
Seattle, WA 98101
Phone: 206-505-3400
Fax: 206-505-3406

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF ORTING

SERVICE PROVIDER

By: _____
City Administrator

By: Craig Chambers
Title: President
Taxpayer ID #: 26-1363237

CITY CONTACT

SERVICE PROVIDER CONTACT

BHC Consultants
1601 Fifth Ave. Suite 500
Seattle, WA 98101
Phone: 206-505-3400
Fax: 206-505-3406

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

EXHIBIT A

SCOPE OF SERVICES

1. LONG RANGE PLANNING

BHC Consultants will provide comprehensive planning, code development and intergovernmental coordination services to the City as required and directed by the City Administrator. This will include research and analysis; preparation of draft plans, policies, and code amendments; presentations and facilitation of Planning Commission, Park Commission, and the City Council; grant applications; community outreach in conjunction with any of the above; and coordination with other jurisdictions and agencies. BHC Consultants may be called upon to testify, appear and/or attend hearings before a hearing examiner or do the same in state or federal courts.

2. CURRENT PLANNING

BHC Consultants will provide professional services for review of development project permit applications including subdivisions, planned developments, conditional uses, variances, and other activities as described in the Municipal Code. These services will include meetings, staff reports, and testimony at public hearings and state and federal court hearings.

3. FEES

Fees for community planning services shall be billed according to the rates in Exhibit B.

EXHIBIT B

HOURLY LABOR RATES SCHEDULE

Classification	Hourly Rates
Director/Manager	\$110 – 130
Planner	\$65 – 90
GIS Specialist	\$90 – 95
Administration	\$85 - 100

These rates are effective from March 8, 2015, through March 7, 2016. These rates may be updated at the end of each term of the agreement for the following year, upon written agreement of the City and the Service Provider.

CITY OF ORTING – JOB OPENING

JOB DESCRIPTION

Job Title: City Clerk

Department: Finance

Reports to: City Administrator

Effective date: 01/16/15

Salary Range: \$43,058 to \$52,956

The City Clerk is a full-time FLSA exempt, non-Civil Service management position which reports directly to the City Administrator. The City Clerk is responsible for the record keeping processes, legal notifications, land use permitting, public records/information requests, administrative support and assistance to the Mayor and City Administrator.

Major Function and Purpose

Under general supervision of the City Administrator the City Clerk supervises the City record keeping processes and serves as the Clerk to the City Council; attends Council Meetings; keeps a true and complete record of council proceedings; and maintains city contracts, ordinances and resolutions. The City Clerk provides the public with land use permits, policies, and procedures. The City Clerk is the administrative lead for animal control. The City Clerk provides administrative support and assistance to the Mayor and City Administrator. Other duties include web site updates, capital asset inventory, and legal notifications/advertisements.

Job Duties and Responsibilities

The job duties and responsibilities represented in this job description in no way imply that these are the only duties to be performed. Employees occupying the position will be required to follow any other job related instructions and to perform any other job-related duties requested by a supervisor. This job description reflects general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including working in other functional areas to cover absences or relief, to equalize peak work periods, or to otherwise balance the work load. Specific duties and responsibilities include, but are not limited to:

- Serves as Clerk to the City Council, attends all meetings and keeps a true and complete record of proceedings;
- Maintains city records to include contracts, ordinances and resolutions. Records all ordinances, giving the number and title of the ordinance, stating that the ordinance was published and posted according to law;
- Custodian of the seal of the City and official City records, including, but not limited to, contracts, deeds, titles, and other evidences of City ownerships or responsibilities, and shall have authority to acknowledge the execution of all instruments by the City which require acknowledgment;
- Publish all legal notices;
- Prepare and distribute the council agenda and packet for each council meeting;
- Provide copies of regulatory ordinances to state agencies in accordance with RCW 35.21.185 and other similar statutes requiring distribution of regulatory ordinances to state agencies;

- Receives service of process on behalf of the City
- Provides administrative assistance to the animal control program
- Provides the public with land use applications, permits, policies and procedures. Completes application process with applicant.
- Maintains the city's web site and coordinates with the Web master contractor to keep the site updated
- Provides capital asset management according to policy and procedure including inventory review
- Provides administrative support to the Mayor and City Administrator
- Provides legal notifications/advertisements
- Processes Passport Applications
- Communicates with customers or others in person or via telephone, assisting with problems, complaints, and customer concerns.
- Performs routine office tasks as required
- Keeps the city reader board updated

Knowledge, Skills and Abilities

While requirements may be representative of minimum levels of knowledge, skills and abilities, to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently and in a timely fashion.

- Ability to work on multiple projects simultaneously in a fast-paced and challenging environment.
- Ability to manage administrative projects to completion and meet deadlines.
- Good knowledge of office practices and equipment
- Ability to communicate with the public courteously and professionally
- Ability to follow directions carefully and to work independently
- Excellent written and oral communication skills.

Working Conditions

Work is performed in an office setting. Close and constant work with computers exposes the individual to normal emissions from the computer monitor and repetitive motion tasks. The work area can be noisy at times.

Contact and Relationships

The City Clerk will have contact with City employees on a daily basis as well as daily contact with the City Administrator and Mayor. Routine contacts may include local business people, school personnel, vendors, and some state and county officials.

Physical Requirements

The employee performing the duties of City Clerk must be able to perform the bona fide occupational qualifications of the position with or without accommodation. If accommodation is required, the employee must specify how duties will be performed and what accommodation is required.

The individual in this position must have the ability to communicate in person or via telephone to interact with others. Operation of computers and other office equipment is an essential job function. The City Clerk must have the ability to produce handwritten documents. The position may require sitting or standing for extended periods of time.

Recruiting Requirements

- Prefer Municipal Clerk Certification
- Prefer three years' experience in governmental record keeping including archiving, records maintenance, record retention and destruction.
- Prefer Five years of progressively responsible work experience in a governmental supervisory and/or administrative capacity
- Operational experience in entity-wide records and information management
- Knowledge of Microsoft Word, Excel, Access, Publisher and PowerPoint
- Background in the use of standard office machines and equipment
- Experience in customer service/public relations
- Experience with organizational use of social media
- Experience in web site maintenance

Experience and Training

Any combination of experience and training that provides the city with the desired skills, knowledge and abilities.

All requirements are subject to possible modification to reasonably accommodate individuals with disabilities. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

This job description does not constitute an employment agreement between the Employer and employee and is subject to change as the needs of the Employer and requirements of the job change.

CITY OF ORTING
WASHINGTON
ORDINANCE NO. 958

AN ORDINANCE OF THE CITY OF ORTING, WASHINGTON, RELATING TO ADMINISTRATION OF THE CITY; AMENDING OMC CHAPTER 1-7; REPEALING AND RE-ENACTING OMC 1-7-3; ESTABLISHING THE OFFICE OF CITY TREASURER; ESTABLISHING THE DUTIES, AUTHORITY AND QUALIFICATIONS OF APPOINTIVE POSITIONS; AMENDING SECTIONS 2-3-1, 2-4-4, 2-4-6, 3-1-2, 3-1-5, 3-1-6, 3-1-9, 3-3-4, 3-3-5, 3-5A-5, 3-7-2, 5-1-4, 5-6-1, 5-8-1, 7-1-1, 7-3-1, 7-3-2, 8-2-3, 8-7-3, 9-1E-2, 9-1E-5, 9-2A-1, 9-2E-9, 9-2E-13, 9-5A-11, 10-2-3, 10-8-1, 11-4-1-E, 11-4-2-G, 11-5-2, 12-6-1, 15-6A-2, 15-3-1 AND CH. 4-5 OF THE ORTING MUNICIPAL CODE TO CONFORM TO THE AMENDMENTS SET FORTH HEREIN; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council has previously merged the offices of City Clerk and City Treasurer as codified at OMC 1-7-3; and

WHEREAS, the City Council has approved the creation of the separate office of City Treasurer and City Clerk; and

WHEREAS, state law provides at RCW 35A.12.020 that the authority, duties and qualifications of all appointive officers shall be prescribed by Ordinance, consistent with the provisions of RCW Title 35A; and

WHEREAS, the City Code currently does not describe the authority, duties and qualifications of City Administrator; and

WHEREAS, it is necessary to amend OMC Ch. 1-7 to set forth the authority, duties and qualifications of the office of the City Clerk, City Administrator, and the new office of City Treasurer; and

WHEREAS, it is necessary to amend references throughout the City Code to the combined office of City Clerk/Treasurer to reference the appropriate office with responsibility for the duties and functions previously assigned to the Clerk/Treasurer; and

WHEREAS, the City Council finds it to be in the best interests of the public health, safety and welfare to amend OMC Ch. 1-7 and the herein referenced provisions of the City Code, as set forth herein;

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

Section 1. Amendment of OMC 1-7-1 (City Officers Enumerated). Section 1-7-1 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revisions marks*) to read as follows:

1-7-1: CITY OFFICERS ENUMERATED:

The government of the City shall be vested in a Mayor and a council consisting of seven (7) members all elective with such powers as provided by law. The Mayor shall appoint a ~~clerk/treasurer~~ City clerk, treasurer, police chief and a municipal judge; and may appoint a city attorney, city administrator, public works director, and such police and other subordinate officers as may be provided for by ordinance, with such powers as authorized by law. All appointive officers shall hold office at the pleasure of the Mayor and shall not be subject to confirmation by the City Council, except that a municipal judge shall be appointed and confirmed as provided pursuant to OMC Chapter 1-10 and may be removed only upon conviction of misconduct or malfeasance in office, or because of physical or mental disability rendering him incapable of performing the duties of his office.

Section 2. Amendment of OMC 1-7-2 (Oath of Office; Bonds). Section 1-7-2 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revisions marks*) to read as follows:

1-7-2: OATH OF OFFICE; BONDS:

Every officer of the City, before entering upon the duties of his office, shall take and file with the ~~Clerk/Treasurer~~ his/her oath of office. The ~~clerk/treasurer, treasurer, and police chief, deputy clerk, municipal judge and court clerk,~~ clerk, treasurer, and police chief, before entering upon the respective duties, shall also each execute a bond approved by the council in the following amounts, provided if more than one position is held by one person, then the bonding requirements for that person shall be satisfied by bonding for the one position with the highest bond:

Clerk	<u>\$5,000.00</u>
# Treasurer	\$5,000.00
Deputy clerk	\$5,000.00
Police chief	\$2,000.00
Municipal judge	\$2,000.00
Court clerk	\$2,000.00

Section 3. Amendment of OMC 1-7-3 (City Clerk/Treasurer). Section 1-7-3 of the Orting Municipal Code is hereby repealed in its entirety and re-enacted to be known and referred to as “City Appointive Officers; Duties; Qualifications” and shall read as follows:

1-7-3: APPOINTIVE OFFICERS; DUTIES; QUALIFICATIONS

A. NO EMPLOYMENT RIGHTS CREATED.

This section is not intended to create any employment right or benefit for an individual employee or appointive officer.

B. CITY CLERK.

1. City Clerk. There is hereby created the non-classified, at-will, management position and office of City Clerk to perform the duties and functions as set forth herein for such office under the direction and supervision of the City Administrator, or in the absence of the City Administrator, the Mayor or other designee.

2. Minimum Qualifications. The City Clerk shall possess one or more of the following qualifications:

- a. A certified municipal clerk designation;
- b. Experience in information science, archives and records management, business/public administration;
- c. Actual managerial or operational experiences in entity-wide records and information management field;
- d. Appointment as the City Administrator; or
- e. Such other qualifications as the Mayor determines demonstrate the requisite knowledge, experience, skills and competency to perform the duties of the office.

3. Duties; Authority. The City Clerk, under the supervision of the City Administrator, and subject to applicable general laws and ordinances, shall have, perform, keep and maintain the following duties and authority:

- a. Keep a full and true record (journal) of every act and proceeding of the City Council and keep such books, accounts and make such reports as may be required by the state auditor;
- b. Record all ordinances, annexing thereto his or her certificate giving the number and title of the ordinance, stating that the ordinance was published and posted according to law and that the record is a true and correct copy thereof. The record copy with the Clerk's certificate shall, in accordance with RCW 5.44.080, be prima facie evidence of the contents of the ordinance and of its passage and publication and shall be admissible as such evidence in any court or proceeding;
- c. Be custodian of the seal of the City and official City records, including, but not limited to, contracts, deeds, titles, and other evidences of City ownerships or

- responsibilities, and shall have authority to acknowledge the execution of all instruments by the City which require acknowledgment;
- d. Publish all legal notices unless otherwise provided by general law or ordinance;
 - e. Prepare and distribute the council agenda and packet for each council meeting;
 - f. Perform such duties as required by RCW 35A.42.040 (City Clerks and Controllers);
 - g. Perform the duties of public records officer in accordance with RCW 42.56.580;
 - h. Keep and maintain, for use and examination by the public, copies of any statute, ordinance, code, regulations, standard code of technical regulations, or any portion thereof, with amendments or additions, that has by ordinance been adopted by reference under authority of RCW 35A.12.140 or 35.21.180;
 - i. Provide copies of regulatory ordinances to state agencies in accordance with RCW 35.21.185 and other similar statutes requiring distribution of regulatory ordinances to state agencies;
 - j. Receive service of process on behalf of the City of Orting pursuant to RCW 4.28.080(2);
 - k. Receive assessment rolls for filing;
 - l. Attend all regular and special meetings of the City Council; provided that, in the absence of the City Clerk or other qualified person appointed by the City Clerk, the Mayor or the City Council may perform the duties of the office of the City Clerk at such meeting. (RCW 35A.12.110);
 - m. Be the Agent on behalf of the City appointed to receive any claim for damages filed pursuant to RCW Ch. 4.96 and shall keep and maintain such claim forms as are required pursuant to RCW Ch. 4.96 to be maintained by the City and filed with the State, and make such forms and instructions available to the public;
 - n. Perform such duties as required pursuant to the applicable budget statutes (RCW Ch. 35.33 – Code Cities; RCW Ch. 35.34 Biennial Budgets); and
 - o. Perform such other duties and possess such authority as assigned to the Office of City Clerk pursuant to law or ordinance, or as assigned by the City Administrator or Mayor.

C. CITY TREASURER.

1. City Treasurer. There is hereby created the non-classified, at-will, management position and office of City Treasurer to perform the duties and functions as set forth herein for such office under the direction and supervision of the City Administrator, or in the absence of the City Administrator, the Mayor or other designee.

2. Minimum Qualifications. The City Treasurer shall possess one or more of the following qualifications:

- a. Two year degree or Certificate of Completion in Accounting;
- b. Four year degree in accounting, or related field preferred;
- c. Seven years of experience in governmental accounting;
- d. Five years of progressively responsible work experience in a governmental supervisory and/or administrative capacity; or

- e. Such other qualifications as the Mayor determines demonstrate the requisite knowledge, experience, skills and competency to perform the duties of the office.

3. Duties; Authority. The City Treasurer, under the supervision of the City Administrator, and subject to applicable general laws and ordinances, shall have, perform, keep and maintain the following duties and authority:

- a. Maintain revenue, expenditure and general accounting ledgers;
- b. Keep separate and distinct accounts for each fund as required by law;
- c. Be responsible for the receipt, custody, and disbursement of all City funds and all local improvement district funds and other trust funds;
- d. Monitor all cash handling procedures;
- e. Coordinate the development of the annual budget and monitor revenues & expenditures;
- f. Prepare and maintain financial records of county, state and federal grants;
- g. Oversee accounts receivable and monthly age analysis reports and provide daily closeout function;
- h. Investment management in accordance with Washington State guidelines;
- i. Prepare annual financial report in accordance with Washington State Budgeting, Accounting and Reporting System (BARS);
- j. Prepare revenue and expenditure monthly reports for review by the City Administrator;
- k. Receive all demands and accounts against the City and with the necessary evidence in support thereof, submit the same to the City Council who shall by a vote direct whether the same shall be paid in whole or in part;
- l. When the City Council orders any account or demand to be paid, draw a warrant for the amount ordered paid, which warrant must be signed by the Mayor and attested by the City Clerk;
- m. Redeem claims and payroll warrants;
- n. Make all deposits of City funds in banks in the manner prescribed by law;
- o. Sign all checks and warrants of the City or, in case of his/her absence or inability to act, by his/her representative designated by him/her in writing; provided that, the Mayor may require that all such checks and warrants be counter-signed;
- p. Build and provide the Excise Tax Reports;
- q. Process Passports in accordance with applicable federal regulations;
- r. Administer and enforce OMC Title 3 (Revenue and Finances) and OMC Title 4 (Business and License Regulations), including by way of example and not limitation, processing business license applications, billing, receipt and collection of occupation, utility tax, gambling tax, lodging tax, and business license payments, auditing taxpayer returns, books and accounts to determine the correct tax owing, conducting investigations to determine whether a person or firm should be registered and paying their fair share of tax; preparing and sending out delinquent penalty and additional assessment notices, and adopting, publishing and enforcing rules and regulations for the proper administration of OMC Title 3 and Title 4;

- s. Keep an accurate and detailed account of all collections and disbursements;
- t. Post receivables;
- u. Establish utility billing, accounts payable and payroll procedures;
- v. Supervise accounts payable, utility billing, audit, and collection procedures;
- w. Communicate with customers or others in person or via telephone;
- x. Assist with problems, complaints, and customer concerns;
- y. Provide A/P billing of City debt;
- z. Comply with the requirements of RCW 35A.42.010 (City Treasurer – Miscellaneous Authority and Duties);
- aa. Perform routine office tasks as required; and
- bb. Perform such other duties and possess such authority as assigned to the Office pursuant to law or ordinance, or as assigned by the City Administrator or Mayor.

4. Additional Duties; Human Resources. The City Treasurer, under the supervision of the City Administrator, and subject to applicable general laws and ordinances, shall have, perform, keep and maintain the following additional duties and authority:

- a. Serve as Personnel Officer for the City;
- b. Direct and administer uniform human resources policies, procedures and programs including City-wide recruitment, classification, compensation, benefits, labor relations, training and professional development; provide advice, problem mitigation/resolution, and counsel to City officials and staff regarding human resource issues;
- c. Keep and maintain personnel files for City employees; provided that, personnel files for commissioned law enforcement officers shall be kept and maintained by the Chief of Police;
- d. Provide payroll functions including necessary reports;
- e. Investigate whistleblower and other complaints of employee/public official misconduct; provided that, a complaint involving the treasurer shall be directed to the City Administrator for investigation and complaints involving commissioned law enforcement officers and volunteers, other than the Chief of Police, shall be investigated by the Chief of Police;
- f. Make recommendations and/or provide guidance to the Mayor regarding disciplinary actions; and
- g. Perform such other duties related to human resources as assigned by the City Administrator or Mayor, or as may be otherwise provided by law or ordinance.

D. CITY ADMINISTRATOR.

1. City Administrator. There is hereby created the non-classified, at-will, management position and office of City Administrator to perform the duties and functions as set forth herein for such office under the direction and supervision of the Mayor, or in the absence of the Mayor, the Deputy Mayor.

The City Administrator assists in supervising the City's department heads and all subordinate personnel and assists in managing the City government on behalf of the Mayor to implement City Council policies and goals and the duly enacted ordinances of the City. The individual serving in this position provides advice and counsel to the Mayor and department heads concerning fiscal and administrative alternatives and options.

Nothing herein is intended to abrogate or diminish the authority granted to the Mayor pursuant to RCW 35A.12.100 as chief executive and administrative officer of the City.

2. Minimum Qualifications. The City Administrator shall possess one or more of the following qualifications:

- a. A graduate of a recognized college or university;
- b. Experience in public administration;
- c. Experience in financial administration, accounting and/or personnel management or similar fields as deemed appropriate by the Mayor; or
- d. Such other qualifications as the Mayor determines demonstrate the requisite knowledge, experience, skills and competency to perform the duties of the office.

3. Duties; Authority. The City Administrator, under the direction and supervision of the Mayor, or in the absence of the Mayor, the Deputy Mayor, and subject to applicable general laws and ordinances, shall have, perform, keep and maintain the following duties and authority:

- a. Provide a preliminary budget proposal to the Mayor and City Council each fiscal year;
- b. Keep the Mayor fully informed of the financial condition of the City, to include anticipated future needs;
- c. Utilize financial and administrative expertise to perform analysis and provide special reports to the Mayor to facilitate decision-making;
- d. Provide advice and guidance with respect to any issue affecting the business or the well-being of the City;
- e. Participate in related committee work or prepare special projects to accomplish same;
- f. Prepare administrative or financial reports for the Mayor;
- g. Make recommendations to the Mayor regarding adoption of such financial measures as may be deemed appropriate or expedient;
- h. Assist in supervising duties of the department heads;
- i. Participate as a member of the City's bargaining committee in all labor negotiations;
- j. Attend meetings of the City Council and such other meetings as may be suggested or required by the Mayor;
- k. Supervise the activities of the City Clerk and City Treasurer;
- l. General supervision of all City employees;

- m. Coordinate the activities and functions of the various City offices, departments, commissions, and boards in carrying out the required mandates of City ordinances and the policies of the Mayor and the City Council;
- n. Administer and supervise the carrying out of decisions, regulations, and policies of the various City departments, commissions, and boards; provided, that nothing herein shall be construed to abridge or to limit the responsibilities or authority of a civil service commission relative to uniformed personnel;
- o. Report regularly to the Mayor and the City Council concerning the status of all assignments, duties, projects, and functions of the various City offices, departments, commissions, and boards;
- p. Supervise all purchasing by the various City officers, departments, commissions, and boards, for the purpose of keeping the same within the limitation of the adopted budget and any long-range planning projected for the City;
- q. Maintain a current capital improvements program based on long-range plans and policies developed by the City;
- r. Analyze all facets of proposed capital expenditures in order to facilitate the decisions of the Mayor and the City Council;
- s. Assist each department in ascertaining whether or not all City departments are adequately and properly manned and organized in order to carry out their functions;
- t. Represent the City at meetings with other governmental units, agencies, commissions, and associations as directed by the Mayor;
- u. Be informed about and remain cognizant of federal and state grant and loan opportunities that could be of pecuniary value to the City, and to alert the proper City officials to any opportunities for taking advantage of federal and state grants which could benefit the City;
- v. Coordinate and work with all other municipal corporations;
- w. Conduct the City's business with the public (i.e., answer questions, provide information);
- x. Seek funding sources and prepares and processes grant and furtherance of municipal planning goals;
- y. Plan and prepare grants and monitor resultant program activity;
- z. Administer, enforce and implement the City development code (OMC titles 12, 13 and 15) and the Flood Control Code (OMC title 14); the Critical Areas and Shoreline Code (OMC Title 11); and, the Subdivision Regulations (OMC title 13);
- aa. Be the SEPA Responsible Official in accordance with OMC 15-14-2-4;
- bb. Lead, develop, and execute an economic development program or programs designed to foster economic vitality;
- cc. Research, plan, and implement development projects;
- dd. Lead development efforts for neighborhoods and business districts;
- ee. Advise other departments, the Mayor, and the City Council on issues and opportunities relating to economic development; and
- ff. Perform such other duties and possess such authority as assigned to the Office pursuant to law or ordinance, or as assigned by the Mayor.

4. Combination of Position. The Mayor may combine the office and position of City Administrator with any other appointive position in the City; provided that, when combined, the compensation shall be fixed by the City Council for the combined office and shall not necessarily be the total of the compensation fixed for each office individually.

5. Exclusive Employment. The City Administrator shall work exclusively for the City and shall not be allowed to work for any other municipality during his/her term as City Administrator.

6. Council Member Ineligible. No person elected to membership on the City Council shall, subsequent to such election, be eligible for the appointment of City Administrator until one year has elapsed following the expiration of the last term for which he/she was elected.

7. Mayoral Vacancy/Absence. In the event a vacancy occurs in the office of Mayor, or the Mayor is absent from office, the City Administrator shall report directly to the Deputy Mayor.

Section 4. Amendment of OMC 1-7-4 (Social Security System Participation). Section 1-7-4 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

1-7-4: SOCIAL SECURITY SYSTEM PARTICIPATION:

A. Membership: This municipality shall become a participant in the social security system and the benefits of old age and survivors' insurance shall be extended to its employees and officers.

B. Execution And Delivery Of Plan; Extension Of Coverage: The Mayor and the ~~clerk/treasurer~~City Treasurer are authorized to execute and deliver to the Washington department of employment security for its approval the plan or plans required under the provisions of section 5 of said enabling act and of the Social Security Act to extend coverage to the employees and officers of this Municipality and to do all other things necessary to that end.

C. Payments To Contribution Fund; Payroll Deductions: The proper fiscal officers are authorized to make all required payments into the contribution fund established by the enabling act and to establish such system of payroll deductions from the salaries of employees and officers as may be necessary to their coverage under the Old Age and Survivors' Insurance System.

D. Officials To Carry Out System Requirements: The proper officials of the Municipality shall do all things necessary to the continued implementation of the system.

E. Effective Date Of Participation: This Municipality shall become a participant in the Social Security System effective as of January 1, 1951.

Section 5. Amendment of OMC 1-7-5 (Retirement System). Section 1-7-5 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

1-7-5: RETIREMENT SYSTEM:

A. Membership: The City authorizes and approves the membership and participation of its eligible employees in the Washington Public Employees' Retirement System pursuant to RCW 41.40.410, and authorizes the expenditure of the necessary funds to cover its proportionate share for participation in the system.

B. Transmission Of Ordinance To Retirement Board: The ~~clerk/treasurer~~City Clerk is directed to transmit a certified copy of the ordinance codified in this Chapter to the Retirement Board of said system as evidence of such authorization and approval.

C. Effective Date Of Participation: Participation membership in the Washington Public Employees' Retirement System shall commence January 1, 1969.

Section 6. Amendment of OMC 1-7-8 (Care Of City Property). Section 1-7-8 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

1-7-8: CARE OF CITY PROPERTY:

A. Inventory Of Property: It shall be the duty of the ~~clerk/treasurer~~City Clerk to take an inventory of all property belonging to or controlled by the City, and keep in a suitable place a list of such property. An annual report shall be made to the Mayor and City Council at its first meeting in January of each year, showing the current status of all property.

B. Receipt For Property Belonging To City: Any City officer or employee in the service of the City to whom shall be entrusted the care of any property belonging to the City shall duly receipt for same, and before any final settlement for any service rendered by any City officer or employee of the City all City property for which he is responsible shall be turned over and he shall receive the ~~clerk/treasurer~~City Clerk's receipt for same, except for the ~~clerk/treasurer~~City Clerk who shall require the Mayor's receipt.

C. Loan Of City Property: It is unlawful for any City officer or employee in the service of the City to whom is entrusted the care of any property belonging to the City to loan same to any person or use same for his own personal use or for any other purpose other than for the use and benefit of the City. Any person who violates any of the provisions of this subsection C is guilty of a misdemeanor and, upon conviction thereof, shall be punished as provided in Section 1-4-1 of this Code.

Section 7. Amendment of OMC 2-3-1 (Board Established; Membership). Section 2-3-1 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

2-3-1: BOARD ESTABLISHED; MEMBERSHIP:

There is hereby established a Board of Trustees as set forth in RCW 41.50.055, consisting of the Mayor, City Clerk/~~Treasurer~~, and one Councilmember to be designated by the City Council, the Fire Chief, and one member of the Fire Department to be elected by the members of such Fire Department for a term of one year, and annually thereafter.

Section 8. Amendment of OMC 2-4-4 (Cemetery Lots). Section 2-4-4 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

2-4-4: CEMETERY LOTS:

A. Purchase; Deed; Maintenance Clause: For each grave, lot or other parcel of ground sold in the cemetery a deed shall be issued to the purchaser thereof, which shall be signed by the Mayor and City Clerk/~~Treasurer~~ as are other conveyances for the City, and each deed shall contain a clause providing that such parcel of ground shall receive perpetual care such as will maintain it in a neat and attractive appearance; provided, however, that no deed shall be delivered until the purchase price of the parcel of ground shall be fully paid.

B. Resale Of Lots To City: No cemetery lot, tract, or grave space purchased from the City shall be resold to any person other than the City. The City will, upon written application, return the purchase price of any lot, tract, or grave space at the price originally charged by the City.

Section 9. Amendment of OMC 2-4-6 (Interment Or Disinterment Requirements). Section 2-4-6 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

2-4-6: INTERMENT OR DISINTERMENT REQUIREMENTS:

No person or persons except bona fide employees of the City may dig any grave or make any interment or disinterment in the Orting Cemetery. Owners of graves must make arrangements for such interment or disinterment with the City Clerk. ~~Treasurer~~. No interments or disinterments may be made unless all fees for graves and for services have been paid or satisfactorily arranged for with the City Clerk/~~Treasurer~~.

Section 10. Amendment of OMC 3-1-2 (License Required; Application; Duration). Section 3-1-2 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

3-1-2: LICENSE REQUIRED; APPLICATION; DURATION:

After July 1, 1968, no person shall engage in or carry on any business, occupation, act or privilege for which a tax is imposed by section 3-1-3 of this chapter without first having obtained, and being the holder of, a license so to do, to be known as an occupation license. Each person shall promptly apply to the City ~~clerk~~/Treasurer for such license upon such forms as the City prepares and provides, giving such information as the City ~~clerk~~/Treasurer deems reasonably necessary to administer and enforce this chapter, and, upon acceptance of such application the City ~~clerk~~/Treasurer shall thereupon issue such license to the applicant. Such occupation license is personal and nontransferable, and shall be renewed annually on January 1, conditioned upon payment of the appropriate fee.

Section 11. Amendment of OMC 3-1-5 (Payment Periods; Return Requirements). Section 3-1-5 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

3-1-5: PAYMENT PERIODS; RETURN REQUIREMENTS:

The tax imposed by section 3-1-3 of this chapter shall be due and payable quarterly on November 15 of each year for the period ending September 30; on February 15 of each year for the period ending December 31 of the preceding year; on May 15 of each year for the period ending March 31 of such year; and on August 15 of each year for the period ending June 30 of such year. On or before the due date, the taxpayer shall file with the City ~~clerk~~/Treasurer a written return, upon such forms and setting forth such information as the City ~~clerk~~/Treasurer reasonably requires, together with the payment of the amount of the tax.

Section 12. Amendment of OMC 3-1-6 (Taxpayer Records Required). Section 3-1-6 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

3-1-6: TAXPAYER RECORDS REQUIRED:

Each taxpayer shall keep records reflecting the amount of his gross operating revenues, and such records shall be open at all reasonable times to the inspection of the City ~~clerk~~/Treasurer, or duly authorized persons, for verification of the tax returns or for the fixing of the tax of a taxpayer who fails to make such returns. Such record shall be maintained and available for inspection for three (3) years after the due date of any applicable tax.

Section 13. Amendment of OMC 3-1-9 (Additional Rules; Compliance Required). Section 3-1-9 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

3-1-9: ADDITIONAL RULES; COMPLIANCE REQUIRED:

The City ~~Clerk~~/Treasurer is authorized to adopt, publish and enforce, from time to time, such rules and regulations for the proper administration of this chapter as are necessary, and it is a violation of this chapter to violate or to fail to comply with any such rule or regulation lawfully promulgated under this chapter.

Section 14. Amendment of OMC 3-3-4 (Collection of Tax; Remission). Section 3-3-4 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

3-3-4: COLLECTION OF TAX; REMISSION:

Every person owning or conducting any place where any person is subject to the foregoing tax, shall collect the tax from each person so entering or taking part therein, and shall remit the same to the City ~~Clerk~~/Treasurer within thirty (30) days from the day the tax is due (except temporary entertainment which shall be remitted immediately after collection) and take the receipt of the City ~~Clerk~~/Treasurer therefor, and shall be liable to the City for the full amount of the tax for failure so to do.

Section 15. Amendment of OMC 3-3-5 (Monies Paid Into General Fund). Section 3-3-5 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

3-3-5: MONIES PAID INTO GENERAL FUND:

The City ~~Clerk~~/Treasurer shall, within ten (10) days, pay the same into the General Fund of the City.

Section 16. Amendment of OMC 3-5A-5 (Execution of Contract). Section 3-5A-5 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

3-5A-5: EXECUTION OF CONTRACT:

The Mayor and City ~~Clerk~~/Treasurer are authorized to enter into a contract with the Department of Revenue for the administration of this tax.

Section 17. Amendment of OMC 3-7-2 (Payrolls Fund). Section 3-7-2 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

3-7-2: PAYROLLS FUND:

A. Fund: There is created in the treasury of the City a special fund to be known and designated as "Payrolls Fund".

B. Purpose: The special fund is created for the purpose of paying all monies due employees for salaries and wages and any and all payroll deductions subsequent to April 1, 1971.

C. Transfer Of Funds: For the purpose of making expenditures from the payrolls fund as herein authorized the City ~~clerk~~/Treasurer is empowered to make current transfers of monies to the fund from the various other City funds heretofore or hereafter established in the City treasury against which such expenditures shall be properly chargeable.

Section 18. Amendment of OMC Chapter 4-5 (Gambling Activities Tax). Chapter 4-5 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

4-5-1: STATE STATUTES INCORPORATED:

The provisions of RCW 9.46 are incorporated in total by reference, including any amendments thereto. Taxation of gambling devices is covered by RCW 9.46.110.

4-5-2: PERSONS SUBJECT TO TAX; RATES:

A. Charitable, Nonprofit And Other Organizations: There is levied upon all charitable or nonprofit organizations and all associations conducting or operating within the City any of the activities listed below, a tax in the following amounts to be paid to the City:

1. Punchboards Or Pull-Tabs: Any punchboards or pull-tabs, in the amount of ten percent (10%) of the gross receipts less the amount paid out as prizes, generated directly from the operation of the punchboards and/or pull-tabs themselves.

2. Card Playing: Card playing in the amount of ten percent (10%) of the gross receipts received as fees charged persons for the privilege of playing in card games; provided, however, a minimum tax of one hundred dollars (\$100.00) per year shall be imposed on each licensee, said tax payable at such time as the licensee is authorized to conduct social card games within the City.

3. Bingo: Bingo in the amount of ten percent (10%) of gross revenues, less amounts distributed for prizes.

B. Taverns And Restaurants: There is levied upon all commercial stimulant operators (taverns and restaurants) conducting or operating within the City any of the activities listed below, a tax in the following amounts to be paid to the City:

1. Punchboards Or Pull-Tabs: Any punchboards or pull-tabs, in the amount of four percent (4%) of the gross receipts generated directly from the operation of the punchboards and/or pull-tabs themselves.

2. Card Playing: Card playing in the amount of ten percent (10%) of the gross receipts received as fees charged persons for the privilege of playing in card games; provided, however, a minimum tax of one hundred dollars (\$100.00) per year shall be imposed on each licensee, said tax payable at such time as the licensee is authorized to conduct social card games within the City.

3. Bingo: Bingo in the amount of ten percent (10%) of gross revenues, less amounts distributed for prizes.

4-5-3: QUARTERLY COMPUTATION AND PAYMENT; EXCEPTIONS:

Each of the various taxes imposed by this Chapter shall be computed on the basis of activity during each calendar quarter year, shall be due and payable in quarterly installments, and remittance therefor, together with return forms, shall be made to the City, on or before the last day of the month next succeeding the quarterly period in which the tax accrued, that is, on January 31, April 30, July 31 and October 31 of each year; provided, that the following exceptions to this payment schedule shall be allowed, or required:

A. Whenever any person, association or organization taxable hereunder conducting or operating a taxable activity for a period of more than two (2) consecutive weeks, quits business, sells out, otherwise disposes of its business or terminates the business, any tax due hereunder shall become due and payable, and such taxpayer shall, within ten (10) days thereafter, make a return and pay the tax due.

B. Whenever it appears to the City ~~Clerk~~/Treasurer that the collection of taxes from any person, association or organization may be in jeopardy, the City ~~Clerk~~/Treasurer, after not less than ten (10) days' notice to the taxpayer, is authorized to require that taxpayer to remit taxes and returns at such shorter intervals than quarterly or annually, as the City ~~Clerk~~/Treasurer shall deem appropriate under the circumstances.

4-5-4: ADMINISTRATION AND COLLECTION; REPORT TO STATE:

A. Payment And Collection: Administration and collection of the various taxes imposed by this Chapter shall be the responsibility of the City ~~Clerk~~/Treasurer. Remittance of the amount due shall be accompanied by a completed return form prescribed and provided by the City ~~Clerk~~/Treasurer. The taxpayer shall be required to swear and affirm that the information given in the return is true, accurate and complete.

B. Return Forms: The City ~~Clerk~~/Treasurer is authorized, but not required, to mail to taxpayers forms for returns. Failure of the taxpayer to receive such a form shall not excuse a taxpayer from making the return and timely paying all taxes due. The City ~~Clerk~~/Treasurer shall make forms available to the public in reasonable numbers in the City ~~Clerk~~/Treasurer's office during regular business hours.

C. State Report: In addition to the return form, a copy of the taxpayer's quarterly report to the Washington State Gambling Commission required by WAC 230-08 for the period in which the tax accrued, shall accompany remittance of the tax amount due.

4-5-5: PAYMENT METHOD:

Taxes payable hereunder shall be remitted to the City ~~Clerk~~/Treasurer on or before the time required by bank draft, certified check, cashier's check, personal check, money order or in cash. If payment is made by draft or check, the tax shall not be deemed paid until the draft or check is honored in the usual course of business, nor shall the acceptance of any sum by the City ~~Clerk~~/Treasurer be an acquittance or discharge of the tax unless the amount paid is the full amount due. The return, and copy of quarterly report to the Washington State Gambling Commission, shall be filed in the office of the City ~~Clerk~~/Treasurer after notation by that office upon the return of the amount actually received from the taxpayer.

4-5-6: FAILURE TO MAKE PAYMENT:

A. Penalty Amount: If full payment of any tax or fee due under this Chapter is not received by the City ~~Clerk~~/Treasurer on or before the date due, there shall be added to the amount due a penalty fee as follows:

1. 1 - 10 days late, 10 percent of tax due
2. 11 - 60 days late, 30 percent of tax due

but in no event shall the penalty amount be less than ten percent (10%). In addition to this penalty, the City ~~Clerk~~/Treasurer may charge the taxpayer interest of nine percent (9%) of all taxes and fees due for each thirty (30) day period, or portion thereof, that said amounts are past due.

B. Civil And Criminal Violation: Failure to make payment in full of all tax amounts, and penalties, within sixty (60) days following the day the tax amount initially became due shall be both a civil and a criminal violation of this Section.

4-5-7: CONDUCTING TAXABLE ACTIVITY; DECLARATION OF INTENTION:

A. Filing Declaration: In order that the City may identify those persons who are subject to taxation under this Chapter, each person, association or organization, including charitable and nonprofit organizations, shall file with the City ~~Clerk~~/Treasurer a sworn declaration of intent to conduct an activity taxable under this Chapter upon a form to be prescribed by the City ~~Clerk~~/Treasurer together with a copy of the license issued therefor by the Washington State Gambling Commission. The filing shall be made not later than ten (10) days prior to conducting or operating the taxable activity. No fee shall be charged for such filing, which is not for the purpose of regulation of this activity but for the purposes of administration of this Chapter only.

B. Failure To File; Tax Liability: Failure to timely file shall not excuse any person, association or organization from any tax liability.

4-5-8: MAINTAINING RECORDS:

A. Duration Of Keeping Records: Each person engaging in an activity taxable under this Chapter shall maintain records respecting that activity which truly, completely and accurately discloses all information necessary to determine the taxpayer's tax liability hereunder during each base tax period. Such records shall be kept and maintained for a period of not less than three (3) years. In addition, all information and items required by the Washington State Gambling Commission under WAC 230-08, and the United States Internal Revenue Service respecting taxation, shall be kept and maintained for the periods required by those agencies.

B. Inspection And Audit: All books, records and other items required to be kept and maintained under this Chapter shall be subject to, and immediately made available for, inspection and audit at any time, with or without notice, at the place where such records are kept, upon demand by the City ~~Clerk~~/Treasurer or his designees, for the purpose of enforcing the provisions of this taxing ordinance codified herein.

C. Records Outside City Jurisdiction: Where a taxpayer does not keep all of the books, records or items required to be kept or maintained under this Chapter in this jurisdiction so that the City ~~Clerk~~/Treasurer may examine them conveniently, the taxpayer shall either:

1. Produce all of the required books, records or items within this jurisdiction for such inspection within ten (10) days following a request of the local official that he do so; or

2. Bear the actual cost of inspection by the City ~~Clerk~~/Treasurer or his designee, at the location at which such books, records or items are located, provided that a taxpayer choosing to bear these costs shall pay in advance to the City ~~Clerk~~/Treasurer the estimated cost thereof, including, but not limited to, round-trip fare by the most rapid means, lodging, meals and incidental expenses. The actual amount due, or to be refunded for expenses shall be determined following said examination of the records.

D. Jeopardy Fee Or Tax Assessment:

1. A taxpayer who fails, neglects or refuses to produce such books and records either within or without this jurisdiction, in addition to being subject to other civil and criminal penalties provided by this Chapter shall be subject to a jeopardy fee or tax assessment by the City ~~Clerk~~/Treasurer.

2. This penalty fee or jeopardy assessment shall be deemed prima facie correct and shall be the amount of fee or tax owing the City ~~Clerk~~/Treasurer by the taxpayer unless he can prove otherwise by competent evidence. The taxpayer shall be notified by mail by the City ~~Clerk~~/Treasurer of the amount of tax so determined by jeopardy assessment, together with any

penalty and/or interest, and the total of such amounts shall thereupon become immediately due and payable.

4-5-9: ERRONEOUS PAYMENTS:

If, upon application by a taxpayer for a refund or for an audit of his records, or upon any examination of the returns or records of any taxpayer, it is determined by the City ~~Clerk~~/Treasurer that within three (3) years immediately preceding receipt by the City ~~Clerk~~/Treasurer of the application of the taxpayer for a refund, or an audit, or, in the absence of such an application, within the three (3) years immediately preceding the commencement by the City ~~Clerk~~/Treasurer of such examination:

A. Overpayment: A tax or other fee has been paid in excess of that properly due, the total excess paid over all amounts due the City within such period of three (3) years shall be credited to the taxpayer's account or shall be allowed with respect to the City ~~Clerk~~/Treasurer more than three (3) years before the date of such application or examination;

B. Underpayment: A tax or other fee has been paid which is less than that properly due, or no tax or other fee has been paid, the City ~~Clerk~~/Treasurer shall mail a statement to the taxpayer showing the balance due, including separate, additional violation of this Chapter, both civil and criminal, if the taxpayer fails to make payment in full within ten (10) calendar days of such mailing.

4-5-10: FAILURE TO MAKE RETURN:

If any taxpayer fails, neglects or refuses to make and file his return as and when required under this Chapter, the City ~~Clerk~~/Treasurer is authorized to determine the amount of tax payable, together with any penalty and/or interest assessed under the provisions of this Chapter, and by mail to notify such taxpayer of the amount so determined, which amount shall thereupon become the tax and penalty and/or interest and shall become immediately due and payable.

4-5-11: TAX ADDITIONAL TO OTHERS:

The tax herein levied shall be additional to any license fee or tax imposed or levied under the law or any other ordinance of the City except as herein otherwise expressly provided.

4-5-12: DEBT TO CITY:

Any tax due and unpaid under this Chapter and all penalties or fees shall constitute a debt to the City, a municipal corporation, and may be collected by court proceedings the same as any other debt in like amount which shall be in addition to all other existing remedies.

4-5-13: LIMITATION ON RIGHT TO RECOVERY:

The right of recovery by the City from the taxpayer for any tax provided hereunder shall be outlawed after the expiration of three (3) calendar years from the date said tax became due. The right of recovery against the City because of overpayment of tax by any taxpayer shall be outlawed after the expiration of the three (3) calendar years from date such payment was made.

4-5-14: VIOLATION; PENALTY:

Any person violating or failing to comply with any of the provisions of this Chapter or any lawful rule or regulation adopted by the City ~~Clerk~~/Treasurer pursuant thereto is guilty of a misdemeanor.

Section 19. Amendment of OMC 5-1-4 (Offensive Noise Disturbances). Section 5-1-4 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

5-1-4: OFFENSIVE NOISE DISTURBANCES:

A. Definitions: The following terms contained in this section are defined as follows:

NOISE DISTURBANCE: Any sound which may be received by the listener at a level above that of normal conversational decibels.

NOISE SENSITIVE ZONE: Any areas such as schools, hospitals, nursing homes, convalescent centers and other areas where lower than normal volumes of outside noise interference are necessary in order to carry out the activities therein.

B. Prohibitions: The following activities are hereby prohibited as a nuisance within the corporate limits of the City:

1. Radio Or Television: Operating, playing or permitting the operation or playing of any radio, television, phonograph, musical instrument, sound amplifier, or similar device which produces, reproduces or amplifies sound:

a. Between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. in such a manner as to create a noise disturbance across a real property boundary or within a noise sensitive zone, except for activities sponsored by a public or private nonprofit agency or for which a permit has been issued.

b. In such a manner as to create a noise disturbance beyond fifty feet (50') from such device, when operated in or on a motor vehicle on a public right of way or public space or in a boat on public waters.

2. Loudspeakers:

a. Using or operating for any noncommercial purpose any loudspeaker, public address system, or similar device between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00)

A.M., so that the sound therefrom creates a noise disturbance across a residential real property boundary or within a noise sensitive zone.

b. Using or operating for any commercial purpose any loudspeaker, public address system, or similar device: 1) so that the sound therefrom creates a noise disturbance across a real property boundary or within a noise sensitive zone; or 2) between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. on a public right of way or public space except for activities sponsored by a public or private nonprofit agency or for which a permit has been issued.

3. Tools Or Equipment: Operating or permitting the operation of any tools or equipment used in construction, drilling or demolition work between the hours of ten o'clock (10:00) P.M. to seven o'clock (7:00) A.M. on weekdays or at any time on Sundays or holidays whereby the sound therefrom creates a noise disturbance across a residential real property boundary or within a noise sensitive zone except for emergency work or public service utilities for which a permit has been issued.

C. Permits: The City Clerk/~~treasurer~~ or his designated representative, in consultation with the Public Works Director, City Administrator, and/or Police Chief, may issue permits for the production of noise which exceeds the limitations designated herein or is produced at times prohibited herein, upon written application and for reasonable costs.

Section 20. Amendment of OMC 5-6-1 (Hazardous Waste Management Plan Adopted). Section 5-6-1 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

5-6-1: HAZARDOUS WASTE MANAGEMENT PLAN ADOPTED:

The City hereby adopts and incorporates herein by reference the hazardous waste management plan adopted by the City of Tacoma in Pierce County entitled "Tacoma - Pierce County Local Hazardous Waste Management Plan - Supplemental Draft, October 1990", one copy of which is on file with the City Clerk/~~Treasurer~~.

Section 21. Amendment of OMC 5-8-1 (Permissible Maximum Noise Levels). Section 5-8-1 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

5-8-1: PERMISSIBLE MAXIMUM NOISE LEVELS:

The "maximum environmental noise levels" rules promulgated by the department of ecology and codified in the Washington administrative code at title 173, chapter 173-60, one copy of which is on file with the City Clerk/~~treasurer~~, and any subsequent amendments therefor, are adopted and made a part hereof as though fully set forth in this chapter, and adopted as the maximum environmental noise levels for the City.

Section 22. Amendment of OMC 7-1-1 (Ordinance Adopted). Section 7-1-1 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

7-1-1: ORDINANCE ADOPTED:

A. Adopted By Reference: The "Washington Model Traffic Ordinance", chapter 308-330 WAC, is hereby adopted by reference as the traffic ordinance of the City as if set forth in full. One copy of said Model Traffic Ordinance shall be on file in the office of the City Clerk/~~Treasurer~~.

B. Sections Not Adopted: The following sections of the MTO are not adopted by reference and are expressly deleted: WAC 308-330-255, 500, 505, 510, 515, 520, 525, 530, 535, and 540, all of which pertain to the licensing of bicycles.

Section 23. Amendment of OMC 7-3-1 (Restricted Streets; Permit Required). Section 7-3-1 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

7-3-1: RESTRICTED STREETS; PERMIT REQUIRED:

It is unlawful for a person to ride or to lead a horse in the public parks, or upon the sidewalks, or upon the following sections of streets within the City: on Washington Street from Whitesell Street to Bridge Street; and on Van Scoyoc Street from Calistoga Avenue to Bridge Street; unless said person has first obtained a permit from the City Clerk/~~Treasurer~~.

Section 24. Amendment of OMC 7-3-2 (Permit Application; Fee). Section 7-3-2 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

7-3-2: PERMIT APPLICATION; FEE:

Applications for said permits shall be filed with the City Clerk/~~Treasurer~~, and a permit shall be issued for one day only upon the payment of a fee as prescribed by resolution of the Mayor and City Council.

Section 25. Amendment of OMC 8-2-3 (Grade Establishment; Permit). Section 8-2-3 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

8-2-3: GRADE ESTABLISHMENT; PERMIT:

A. Grades: Grades for construction, repair and/or replacement required by this chapter shall be established by the City.

B. Permit: A permit is required for all sidewalk repairs over sixteen (16) square feet of surface.

C. Fees: There shall be a minimum fee as determined by resolution of the Mayor and City Council to cover administration and inspection. If the City engineer, in coordination with the building inspector, is required to set grades and/or locations, the applicant shall pay to the ~~clerk~~/City Treasurer the estimated cost of the engineering fees as set by the City, and upon completion of engineering, the applicant shall be responsible for the actual costs of engineering fees.

D. Compliance With Specifications: Repairs must meet sidewalk specifications shown in this chapter.

Section 26. Amendment of OMC 8-7-3 (Enforcement; Resolution Ordering Abatement). Section 8-7-3 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

8-7-3: ENFORCEMENT; RESOLUTION ORDERING ABATEMENT:

A. Abatement Order By Resolution: The Building Inspector shall enforce this Chapter and if any property owner fails or refuses to abate any such nuisance as contemplated by Section 8-7-2, the City Council may, after report filed by the Building Inspector, by resolution require such property owner, in addition or alternative to the penalty prescribed by subsection 8-7-2D, to abate the nuisance by removal or destruction; and if the removal or destruction is not made by such owner within the time specified, the Building Inspector may abate the same as provided by Section 8-7-4.

B. Notice Of Proposed Resolution: The resolution mentioned in subsection A shall not be passed until the property owner is given at least five (5) days' notice of the pendency of the proposed resolution. Such notice shall be given by the City Building Inspector by mailing a copy of the notice to the owner as shown upon the records of the County Treasurer at the address shown thereon; and, if no owner and address is shown on such records, a copy of the notice shall be posted upon the property, and shall also be published in one issue of the official newspaper. The mailing, posting and publication shall be made at least five (5) days before the resolution is adopted and proof shall be made by affidavit of the City Building Inspector filed with the City Clerk/~~Treasurer~~. The notice shall include the resolution number and both shall describe the property involved and the nature of the hazardous condition constituting the nuisance.

Section 27. Amendment of OMC 9-1E-2 (Definitions). Section 9-1E-2 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

9-1E-2: DEFINITIONS:

CITY: The City of Orting, Washington, or as indicated by the context, may mean the Water Department, Water/Wastewater Plant Operator, City Clerk, ~~#City~~ Treasurer, Engineer or other employee or agent representing the City in the discharge of his duties.

CITY ENGINEER: The professional engineer regularly employed or retained by the City.

COMMERCIAL WATER SERVICE: Water service provided to premises utilized for business or industrial purposes.

CONSUMER: An individual dwelling unit or individual business which receives water through an individual meter or master meter.

COUNCIL: The City Council of the City of Orting.

MAINS: Water lines designed or used to serve more than one premises.

PERSON, CUSTOMER, OWNER AND OCCUPANT: Include natural persons of either sex, associations, copartnerships and corporations whether acting individually or by a servant, agent or employee; the singular number shall be held to include the plural and the masculine pronoun to include the feminine.

PREMISES: A continuous tract of land, building or group of adjacent buildings under a single control with respect to use of water and responsibility for payment therefor. Subdivisions of such use or responsibility shall constitute a division into separate premises as herein defined.

RESIDENTIAL WATER SERVICE: Domestic water service (including lawn and garden sprinkling) provided to a residential living unit.

STANDARD SPECIFICATIONS: The specifications set forth in the current volume of "Standard Specifications for Road, Bridge and Municipal Construction" prepared and distributed jointly by the Washington State Department of Transportation (WSDOT) and by the Washington State Chapter of the American Public Works Association (APWA) and the current "standards" of the American Water Works Association (AWWA).

WATER/WASTEWATER PLANT OPERATOR: The person duly appointed by the Mayor of the City as the Water/Wastewater Plant Operator and is in responsible charge of all day-to-day activities.

Section 28. Amendment of OMC 9-1E-5 (Design Standards). Section 9-1E-5 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

9-1E-5: DESIGN STANDARDS:

Design standards shall be adopted from time to time by the Council upon the recommendation of the Water/Wastewater Plant Operator and the City Engineer and one copy of the same shall be maintained on file at the office of the City Clerk/~~Treasurer~~.

Section 29. Amendment of OMC 9-2A-1 (Definitions). Section 9-2A-1 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

9-2A-1: DEFINITIONS:

Unless the context specifically indicates otherwise, the meaning of terms and words used in this Chapter shall be as follows:

BOD (biochemical oxygen demand): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure as described in the most current edition of Standard Methods for the Examination of Water and Wastewater in five (5) days at twenty degrees (20°) Celsius expressed in milligrams per liter.

BUILDING DRAIN: That part of the lowest horizontal piping of a drainage system which receives the discharge from sanitary waste floor drains and other drainage pipes inside the walls of the building and conveys it to the inner face of the building wall.

BUILDING SEWER, CONNECTING SEWER OR HOUSE LATERAL: The private extension from the building drain to the public sewer, STEP tank or other place of disposal.

CITY: The City of Orting, Washington.

CITY CLERK/~~TREASURER~~: The City Clerk/~~Treasurer~~ of the City of Orting.

CITY ENGINEER: The Engineer of the City of Orting or the person authorized by the Mayor to act as such.

CITY TREASURER: The City Treasurer of the City of Orting.

COLLECTION SYSTEM: The system of public sewers to be operated by the City designed for the collection of sanitary sewerage.

COMMERCIAL USER: Any premises used for commercial or business purposes which is not a residential user and not an industry as defined in this Article. A commercial user is one who introduces primary domestic wastes and wastes from sanitary conveniences into the sewer system.

CONNECTION CHARGE: That charge levied on sewer customers for connecting to the sewage works and consists of an inspection fee.

COUNCIL: The Council of the City of Orting.

COUNTY: Pierce County, Washington.

DOMESTIC WASTE: Any wastewater (sewage) emanating from a residence or from domestic activities performed outside the place of residence (in lieu of a home activity) by or for private citizens. The wastewater concentrations shall not exceed two hundred fifty (250) mg/l BOD5 and two hundred fifty (250) mg/l TSS.

EQUIVALENT RESIDENTIAL UNIT: The domestic waste usually generated by a residential user. The daily average concentration shall not exceed two hundred fifty (250) mg/l BOD5 and two hundred fifty (250) mg/l TSS.

GARBAGE: Solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

GENERAL FACILITY CHARGE: That charge levied on sewer customers for connecting to the sewage works which represents the property owner's pro rata share of the capital costs of the sewer utility facilities.

INDUSTRIAL USER: A nongovernmental user of the public treatment works identified in the Standards Industrial Classification Manual, 1972, Office of Management and Budget, as amended or supplemented.

INDUSTRIAL WASTE: That portion of wastewater emanating from an industrial user which is not domestic waste or waste from sanitary conveniences.

INSPECTOR: The person assigned by the City to inspect building sewer installation between the building and the public sanitary sewer line within the street. Inspectors shall operate under the direction of the Mayor or his designee.

LATERAL: A public sewer which receives flow from one or more side sewers and discharges into a trunk or interceptor.

MAYOR: The Mayor of the City of Orting, Washington.

NATURAL OUTLET: Any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.

NEW CONNECTION: Any new physical connection to the sewage works or a discontinued connection where the periodic user charges are not paid for a one year period.

OCCUPANT: Any person or owner in physical possession of a structure to which sewer service is available.

OPERATION AND MAINTENANCE: All activities, goods and services which are necessary to maintain the proper capacity and performance of the sewage works for which such works are designed and constructed.

pH: The logarithm of the reciprocal of the weight of hydrogen ions.

PERMIT: An application for a printed and serially numbered form issued by the City prior to construction of any side sewer.

PERSON: Any individual, firm, company, association, society, corporation or group.

PRIVATE SEWERAGE SYSTEM: An individual sewer line and disposal system that is privately owned and not connected to the City of Orting sewerage system. A private sewer shall be allowed only when connection to a City of Orting sewer is not required by this Chapter.

PROPERLY SHREDDED GARBAGE: The wastes from the preparation, cooking and dispensing of foods that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) centimeter in any dimension.

PUBLIC SEWER: A sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.

RESIDENTIAL USER: Those persons using the sewage works who reside in a single-family or multi-family structure.

STEP: Septic tank effluent pumping system and is more particularly described in the standards and specifications of the City of Orting.

SANITARY SEWER: A sewer which carries sewage and to which storm water, surface water, ground water and other unpolluted waters are not intentionally admitted.

SERVICE CONNECTION: Refers to the "side sewer" or pipe line with its appurtenances that branches off or connects the public lateral or trunk sewer in the right of way extending to the property line.

SEWAGE: A combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments.

SEWAGE TREATMENT PLANT: Any arrangement of devices and structures used for treating sewage.

SEWAGE WORKS: All facilities for collecting, pumping, treatment and disposing of sewage.

SEWER: A pipe or conduit for carrying sewage.

SHALL/MAY: "Shall" is mandatory. "May" is permissive.

SIDE SEWER: The service connection.

SLUG: Any discharge of water, sewage or industrial waste which, in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty four (24) hour concentration of flows during the normal operation.

STORM DRAIN (sometimes termed "storm sewer"): A sewer which carries storm waters and surface waters and drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water.

TOTAL SUSPENDED SOLIDS (TSS): All solids which are physically suspended in a sample of waste water under standard laboratory procedures as required by the Department of Ecology of the State of Washington.

USER: Every person using any part of the public sewage works of the City of Orting.

USER CHARGE: The periodic charges levied on all users of the public sewage works and shall, at a minimum, cover each user's proportionate share of the cost of operation and maintenance to include replacement.

Section 30. Amendment of OMC 9-2E-9 (Bonds and Liability Insurance Required).
Section 9-2E-9 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

9-2E-9: BONDS AND LIABILITY INSURANCE REQUIRED:

A. General Surety Requirements: The City engineer is authorized to require all persons constructing retention/detention facilities to post with the City ~~clerk~~/Treasurer surety and cash bonds. Where such persons have previously posted, or are required to post, other such bonds with the City ~~clerk~~/Treasurer, either on the facility itself or on other construction related to the facility, such persons may, with the permission of the City ~~clerk~~/Treasurer and to the extent allowable by law, combine all such bonds into a single bond; provided, that at no time shall the amount thus bonded be less than the total amount which would have been required in the form of separate bonds, and provided further, that such a bond shall on its face clearly delineate those separate bonds which it is intended to replace.

B. Construction Bond: Prior to commencing construction, the person constructing the facility shall post a construction bond in an amount sufficient to cover the cost of conforming said construction with the approved drainage plans. After determination by the City engineer that

all facilities are constructed in compliance with the approved plans, the construction bond shall be released.

C. Maintenance Bond: After satisfactory completion of the facilities and release of the construction bond by the City, the person constructing the facility shall commence a one year period of satisfactory maintenance of the facility. A cash bond to be used at the discretion of the City ~~clerk~~/Treasurer to correct deficiencies in maintenance affecting public health, safety and welfare must be posted and maintained throughout the one year maintenance period. The amount of the cash bond shall be determined by the City ~~clerk~~/Treasurer, but shall not be in excess of two thousand dollars (\$2,000.00). In addition, a surety bond or cash bond to cover the cost of defects or failures of the facilities shall also be posted and maintained throughout the one year maintenance period.

D. Liability Policy: The person constructing the facility shall maintain a liability policy in the amount of one hundred thousand dollars (\$100,000.00) per individual, three hundred thousand dollars (\$300,000.00) per occurrence, and fifty thousand dollars' (\$50,000.00) property damage, which shall name the City an additional insured, and which shall protect from any liability up to those amounts for any accident, negligence, failure of the facility, or any other liability whatsoever, relating to the construction or maintenance of the facility. The liability policy shall be maintained for the duration of the facility by the owner of the facility.

Section 31. Amendment of OMC 9-2E-13 (Drainage Improvements; Mandatory Requirements). Section 9-2E-13 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

9-2E-13: DRAINAGE IMPROVEMENTS; MANDATORY REQUIREMENTS:

A. Requirements:

1. Surface water entering the subject property shall be received at the naturally occurring locations, and surface water exiting the subject property shall be discharged at the natural locations with adequate energy dissipators within the subject property to minimize downstream damage and with no diversion at any of these points.

2. The design storm peak discharge from the subject property may not be increased by the proposed development.

3. Retention/detention facilities must be provided in order to maintain surface water discharge rates at or below the existing design storm peak discharge.

4. Where open channel construction is used to handle drainage within the subject property, a minimum of fifteen feet (15') will be provided between any structures and the top of the bank of the defined channel.

a. In open channel work, the water surface elevation will be indicated on the plan and profile drawings. The configuration of the finished grades constituting the banks of the open channel will also be shown on the drawings.

b. Proposed cross section of the channel will be shown with stable side slopes as approved by the City engineer.

c. The water surface elevation of the flow for the design storm will be indicated on the cross section.

5. When a closed system is used to handle drainage within the subject property, the system will be a minimum of ten feet (10') from all structures.

B. Compliance Required: To the extent possible, approved measures for controlling runoff during construction should comply with the above provisions.

C. Variances From Mandatory Requirements:

1. Criteria: Variances from the requirements of subsection A of this section may be permitted only after a determination by the City engineer using the comprehensive drainage plan (if available) and/or employing the following criteria:

a. Sufficient capacity of downstream facilities under design conditions;

b. Maintenance of the integrity of the receiving waters;

c. Possibility of adverse effects of retention/detention;

d. Utility of regional retention/detention facilities;

e. Capability of maintenance of the system; and

f. Structural integrity of abutting foundations and structures.

2. Requests: Request for variances shall be filed in writing with the City Clerk/~~Treasurer~~ and shall adequately detail the basis for granting an exemption.

Section 32. Amendment of OMC 9-5A-11 (Bonds and Liability Insurance Required).
Section 9-5A-11 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

9-5A-11: BONDS AND LIABILITY INSURANCE REQUIRED:

A. General Surety Requirements: The director is authorized to require all applicants, and/or their contractors, constructing stormwater facilities to post with the City Clerk/~~Treasurer~~ a

surety bond, cash deposit or other security (hereafter collectively referred to as "financial guarantee") as required in this article, in the form, amounts and content approved by the director. Where such persons have previously posted, or are required to post, other such financial guarantees with the City ~~clerk~~/Treasurer, either on the stormwater facility or on other construction related to the stormwater facility, such persons may, with the permission of the director and to the extent allowable by law, combine all such financial guarantees into a single financial guarantee; provided, that at no time shall the amount thus bonded or otherwise guaranteed be less than the total amount which would have been required in the form of separate financial guarantees, and provided further, that such a single financial guarantee shall on its face clearly delineate those financial guarantees which it is intended to replace.

B. Construction Bond: Prior to commencing construction, the applicant, and/or its contractor, constructing the stormwater facility shall post a construction bond in an amount sufficient to cover the estimated cost of construction of said stormwater facility in conformance with the approved drainage plans. After determination by the director that all stormwater facilities are constructed in compliance with the approved plans and that a maintenance bond has been filed as required below, the City shall release the construction bond. The construction bond shall be a noncancelable commitment issued by a surety to the City (obligee) guaranteeing that the applicant and/or the applicant's contractor will complete construction of the stormwater facilities in compliance with the approved drainage plans and further guaranteeing that all subcontractors, labor and material suppliers will be paid leaving the project lien free.

C. Maintenance Bond: After satisfactory completion of the stormwater facilities and release of the construction bond by the City, the applicant shall commence a two (2) year period of satisfactory maintenance of the stormwater facility. A cash deposit, in a form and content approved by the director, to be used at the discretion of the director to correct deficiencies in maintenance affecting public health, safety and welfare, must be posted and maintained throughout the two (2) year maintenance period. The amount of the cash deposit, and the form of any written instrument governing the same, shall be determined by the director, but the amount shall not be in excess of ten thousand dollars (\$10,000.00). In addition, a surety bond or cash deposit to cover the cost of defects or failures of the stormwater facilities shall also be posted with the City ~~clerk~~/Treasurer in an amount, form and content determined by the director, and maintained throughout the two (2) year maintenance period.

D. Liability Policy: The applicant and/or the contractor shall maintain a liability policy in the amount of one hundred thousand dollars (\$100,000.00) per individual, three hundred thousand dollars (\$300,000.00) per occurrence, and fifty thousand dollars (\$50,000.00) property damage, which shall name the City an additional insured, and which shall protect from any liability up to those amounts for any accident, negligence, failure of the facility, or any other liability whatsoever, relating to the construction or maintenance of the facility. The liability policy shall be maintained for the duration of construction of the stormwater facility and the duration of the maintenance bond. In the event that ownership of the stormwater facilities are to be conveyed to the City, the liability policy shall be maintained until the stormwater facilities are accepted by the City.

E. Transfers: In the event that during the term of an instrument providing a financial guarantee, ownership of the site is conveyed, assigned, or otherwise transferred to another person, the financial guarantee shall remain in place, until a new bond or other surety instrument is filed with the City ~~clerk~~/Treasurer, in a form, amount and content approved by the director.

Section 33. Amendment of OMC 10-2-3 (Amendments to Fire Code). Section 10-2-3 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

10-2-3: AMENDMENTS TO FIRE CODE:

The following amendments and additions to the international fire code are hereby adopted:

A. Permit Fees: All applicable permits or fees required by the international fire code shall be assessed in accordance with the fee schedule of the international building code and if no fee schedule is applicable, in accordance with such fee schedule as established by resolution or ordinance of the City Council.

B. Map: The entire incorporated area of the City is established as a fire district, and the fire district shall be known and designated as fire zones 3 and 3A, and each such zone shall include such territory or portions of the City as illustrated, outlined and designated on that certain map on file in the office of the City Clerk/~~Treasurer~~, being marked and designated as "fire zone of the City of Orting", which is adopted as the fire zoning map of the City for the application of the regulations included in the international fire code.

Section 34. Amendment of OMC 10-8-1 (Standard Specifications Adopted). Section 10-8-1 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

10-8-1: STANDARD SPECIFICATIONS ADOPTED:

The "Standard Specifications for Road, Bridge and Municipal Construction", the 1984 Edition, and related standards, published by the State of Washington, one copy of which is on file in the office of the City Clerk/~~Treasurer~~, are adopted as the standard specifications for road, bridge and Municipal construction standards of the City.

Section 35. Amendment of OMC 10-10-1 (Historic Building Code Adopted). Section 10-10-1 of the Orting Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

10-10-1: HISTORIC BUILDING CODE ADOPTED:

The "Washington State Historic Building Code", as adopted by the State of Washington, under Washington Administrative Code, title 51, chapter 19, one copy of which is on file in the

office of the City Clerk/~~Treasurer~~, is adopted and made a part hereof as though fully set forth in this Chapter, and the same is adopted as the Historic Building Code of the City.

Section 36. Amendment of OMC 11-4-1-E (Transfer of Development Rights). Section 11-4-1-E of the Orting Municipal Code is hereby amended (amendments shown in legislative revision marks) to read as follows:

E. Transfer Of Development Rights: If a site contains a regulated wetland and/or buffer, a property owner may transfer residential development rights from the regulated wetland and/or buffer to another site or sites within the City. The transfer of development rights (TDR) shall meet the following criteria:

1. The idea of transfer of development rights is based upon the legal concept of property law that the right to develop real estate is one of the "bundle of rights" included in fee simple ownership of land. Fee simple ownership of real estate allows the owner to sell, lease, or trade any one or all of the "bundle of rights" to his property which includes the right to use, lease, sell, or abandon the property or any of its components of ownership not retained by a previous owner such as mineral, oil, gas, air, and/or development rights. These rights of ownership are subject to the limitation and legislative powers of the local government.

2. A development right is a simple extension of the rights normally associated with land ownership. When legally established, a development right has value separate from the land itself. It can be subject to reasonable regulation by local government under the police power. The development right can be transferred by the owner, by means of gift or sale, to another property. The landowner may sell the development rights and still retain the title to the land and the right to use the surface of the land on a limited basis.

3. The planning commission shall consider the request for TDR at the public hearing for the land use proposal for the receiving parcel.

4. To assure that the sending parcel is adequately protected, a restriction shall be placed on the deed which expressly prohibits all regulated activities within the wetland and/or buffer. This restriction shall be required regardless of the number of dwelling units for which the development rights are transferred. A memorandum of agreement (MOA) between the applicant and the City shall be recorded with the City Clerk/~~Treasurer~~. The MOA shall refer to all deed restrictions related to the property.

5. If the wetland and/or buffer is degraded as a result of human or agricultural activity, the applicant may be required to enhance the wetland and/or buffer according to an enhancement plan approved by the planning commission.

6. Except for required enhancement, the buffer and wetland shall remain in a natural condition. This shall be indicated by a note on the face of any final plat, final site plan, or other final approval for activity on the sending site. In the case of a formal subdivision, the wetland and buffer shall be placed in a separate tract.

7. TDR shall not exceed the number of dwelling units which would be allowed on the sending parcel according to the zoning designation of the sending parcel, if there were no development restrictions tied to wetland areas. This number of dwelling units shall be equal to the number of dwelling units that could be produced on the wetland and/or buffer if the sending parcel were subdivided in terms of the minimum requirements of the underlying zone as evidenced by a preliminary plan sketch.

8. TDR may go to more than one receiving parcel; however, this shall not increase the total number of transferred dwelling units which are allowed.

9. The increased number of dwelling units on the receiving parcel shall not be more than twenty five percent (25%) above the number of dwelling units allowed according to the zoning designation on the receiving parcel(s).

10. TDR shall be allowed only if the land use proposal on the receiving parcel(s) is designed in such a way that the increased density:

a. Is consistent with any land use plan associated with the receiving parcel and with goals, purposes, and intents of the zoning designation of the receiving parcel; and

b. Is compatible with the existing and likely future developments in the vicinity; and

c. Adequately addresses infrastructure, natural and other constraints, and does not result in significant environmental impacts.

11. TDR shall not be approved until final plat approval or other final approval for the receiving parcel is granted by the City Council.

Section 37. Amendment of OMC 11-4-2-G (Transfer of Development Rights). Section 11-4-2-G of the Orting Municipal Code is hereby amended (amendments shown in legislative revision marks) to read as follows:

G. Transfer Of Development Rights:

1. The idea of transfer of development rights is based upon the legal concept of property law that the right to develop real estate is one of the "bundle of rights" included in fee simple ownership of land. Fee simple ownership of real estate allows the owner to sell, lease, or trade any one or all of the "bundle of rights" to his property which includes the right to use, lease, sell, or abandon the property or any of its components of ownership not retained by a previous owner such as mineral, oil, gas, air, and/or development rights. These rights of ownership are subject to the limitation and legislative powers of the local government.

2. A development right is a simple extension of the rights normally associated with land ownership. When legally established a development right has value separate from the land itself.

It can be subject to reasonable regulation by local government under the police power. The development right can be transferred by the owner, by means of gift or sale, to another property. The landowner may sell the development rights and still retain the title to the land and the right to use the surface of the land on a limited basis.

3. For the purposes of this chapter, the owner of any vacant and/or undeveloped parcel of land with a lot slope of greater than forty percent (40%) may transfer the development rights (TDR) allocated to the parcel of land to any person at any time.

4. The planning commission shall consider the request for TDR at the public hearing for the land use proposal for the receiving parcel.

5. To assure that the sending parcel is adequately protected, a restriction shall be placed on the deed which expressly restricts the use of said property in perpetuity to open space uses. The restriction shall be required regardless of the number of dwelling units for which the development rights are transferred. A memorandum of agreement (MOA) between the applicant and the City shall be recorded with the City Clerk/treasurer. The MOA shall refer to all deed restrictions related to the property.

6. TDR shall not exceed the number of dwelling units which would be allowed on the sending parcel according to the zoning designation of the sending parcel, if there were no development restrictions tied to steep slopes. This number of dwelling units shall be equal to the number of dwelling units that could be produced on the parcel if the sending parcel were subdivided in terms of the minimum requirements of the underlying zone as evidenced by a preliminary plan sketch.

7. TDR may go to more than one receiving parcel; however, this shall not increase the total number of transferred dwelling units which are allowed.

8. The increased number of dwelling units on the receiving parcel shall not be more than twenty five percent (25%) above the number of dwelling units allowed according to the zoning designation on the receiving parcel(s).

9. TDR shall be allowed only if the land use proposal on the receiving parcel(s) is designed in such a way that the increased density:

a. Is consistent with any land use plan associated with the receiving parcel and with goals, purposes, and intents of the zoning designation of the receiving parcel; and

b. Is compatible with the existing and likely future developments in the vicinity; and

c. Adequately addresses infrastructure, natural and other constraints, and does not result in significant environmental impacts.

10. TDR shall not be approved until final plat approval or other final approval for the receiving parcel is granted by the City Council.

Section 38. Amendment of OMC 11-5-2 (Appeals). Section 11-5-2 of the Orting Municipal Code is hereby amended (amendments shown in legislative revision marks) to read as follows:

11-5-2: APPEALS:

A. Filing: An appeal of the City Administrator's decision to require a critical area study must be filed with the City Clerk/~~treasurer~~ within ten (10) working days after said decision. The planning commission shall initially hear the appeal and shall thereafter forward its findings and recommendations to the council for final decision.

B. Procedure: Any decision to approve, condition or deny a development or alteration proposal based on the requirements of this title may be appealed in accordance with the procedures and standards applicable to the subject development or alteration proposed.

Section 39. Amendment of OMC 12-6-1 (Requirements for Completed Application). Section 12-6-1 of the Orting Municipal Code is hereby amended (amendments shown in legislative revision marks) to read as follows:

12-6-1: REQUIREMENTS FOR COMPLETED APPLICATION:

A. Construction Drawings: Five (5) copies of as built construction drawings. Applicants are also encouraged to provide one digital copy on a CD in a CAD program compatible with AutoCad or ArcView.

B. Certification Of City Work: Certification of work done by City in connection with the checking, computing and correcting of the plat, and for plan checking, inspecting, and testing of plat improvements, including water lines, sanitary sewer lines, storm water retention and drainage systems, streets, curbs, gutters and sidewalks.

C. Application Contents: In addition to the requirements for a completed application set forth in title 15 of this code, the applicant shall submit the following:

1. Final plat on reproducible Mylar or equivalent, twenty four inches (24") wide by thirty six inches (36") long, scale of one hundred feet to one inch (100' = 1") or larger (preferred scale 50 feet to 1 inch). Applicants are also encouraged to provide one digital copy on a CD in a CAD program compatible with AutoCad or ArcView. The plat must contain:

a. Primary control points, approved by the City engineer, or descriptions and "ties" to such control points, to which all dimensions, angles, bearings, and similar data on the plat shall be referred;

b. Tract boundary lines, right of way lines of streets, easements and other rights of way, and property lines of residential lots and other sites, with accurate dimensions, bearings, and radii, arcs, central angles of all curved arcs;

c. Name and right of way width of each street or other right of way;

d. Location, dimensions and purpose of any easement;

e. Tract number to identify each lot or site;

f. Purpose for which sites, other than residential lots, are dedicated or reserved;

g. Minimum building setback line on all lots and other sites;

h. Location and description of monuments by symbol. Unless otherwise approved, monuments shall be placed at street intersections, centers of cul-de-sacs, and points of curve and tangency in curvilinear streets;

i. Reference to plats of adjoining land by their recorded name, date, volume and page number;

j. Certification by licensed land surveyor or licensed professional civil engineer substantially giving a full and correct description of the lands divided as they appear on the plat, including a statement that the subdivision has been made with the free consent and in accordance with the desires of the owner(s). If the plat contains a dedication, the certificate shall also contain the dedication of all streets and other areas to the public, and individual(s), religious society or societies or to any corporation, public or private, as shown on the plat and a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage, and maintenance of the road. The certificate shall be signed and acknowledged before a notary public by all parties having any interest in the lands subdivided.

2. Every plat containing a dedication filed for record must be accompanied by a title report confirming that the title of the lands as described and shown on the plat is in the name of the owners signing the certificate.

3. An offer of dedication may include a waiver of right of direct access to any street from any property, and if the dedication is accepted, any such waiver is effective. Such waiver may be required by the City as a condition of approval. Roads not dedicated to the public must be clearly marked on the face of the plat. Any dedication, donation, or grant as shown on the face of the plat shall be considered to all intents and purposes as a quitclaim deed to the recipient or recipients, grantee or grantees for his, her, or their use for the purpose intended by the donors or grantors as aforesaid.

4. Plat name, scale, north arrow, date and legend of symbols.

5. Plans and profiles of all utilities and street improvements showing approval of the design by the City engineer.

6. Certificate of completion of one of the following alternatives, as directed by the City, shall accompany the final plat:

a. All improvements have been installed in accord with the requirements of these regulations and accepted by the City upon the recommendation of the City engineer as certified by the City Clerk/~~treasurer~~;

b. Approved plans are on file with the City engineer for all required utilities and street improvements and a cash or surety bond as required in section 12-8-1 of this title has been posted with the City Clerk/~~treasurer~~ and deposited with the City Clerk/~~treasurer~~.

7. Signatures of the county treasurer, City Clerk/~~treasurer~~, City engineer, planning commission chair, and Mayor.

Section 40. Amendment of OMC 15-6A-2 (Definitions). Section 15-6A-2 of the Orting Municipal Code is hereby amended (amendments shown in legislative revision marks) to read as follows:

15-6A-2: DEFINITIONS:

The following are definitions provided for administering the transportation impact fee and supplement those definitions already set forth in chapter 2 of this title. The City shall have the authority to resolve questions of interpretation or conflicts between definitions.

ADEQUATE LEVEL OF TRANSPORTATION SERVICE: A system of transportation facilities, which has the capacity to serve development without decreasing levels of service below the City's minimum established in the City of Orting transportation plan.

ATTACHMENT A: The "attachment A - transportation impact fee methodology" included in the City of Orting 2030 transportation plan technical appendices and future amendments or modifications thereof.

CAPACITY: The maximum sustainable flow rate at which vehicles or persons can be expected to traverse a point or uniform segment of a lane or roadway during a specified time period, usually expressed as vehicles per hour, passengers per hour, or persons per hour.

CITY CLERK/~~TREASURER~~: The City Clerk/~~treasurer~~ of the City of Orting or his/her designee.

CITY TREASURER: The City Treasurer of the City of Orting or his/her designee.

DEVELOPER Any person who proposes an action or seeks a permit regulated by this title or title 10, 12, or 13 of this code.

DEVELOPMENT ACTIVITY: Any construction or expansion of a building, or structure, or use, or any changes in the use of land, that creates additional demand and need for public facilities.

DIRECTOR: The director of the department of public works of the City of Orting or his/her designee.

IMPACT FEE OR TRANSPORTATION IMPACT FEE: A payment of money imposed upon development approval to pay for public streets and roads needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for public streets and roads, that is a proportionate share of the cost of the public streets and roads, and that is used for public streets and roads that reasonably benefit the new development. "Impact fee" does not include a reasonable permit or application fee otherwise established by City Council resolution.

JURISDICTION: The authority of the City of Orting to regulate development within its limits.

OFF SITE TRANSPORTATION ROAD IMPROVEMENT: Improvement, except a frontage improvement, to an existing or proposed City road or street outside the boundaries of a development, which improvement is required or recommended in accordance with this title.

OWNER: The person(s) with legal right of possession or lawful title.

PROJECT IMPROVEMENTS: Site improvements and facilities that are planned and designed to provide service for a particular development project that are necessary for the use and convenience of the occupants or users of the project, and are not system improvements. No improvement or facility included in the capital facilities element or the six (6) year plan approved by the City Council shall be considered a project improvement.

SERVICE AREA: A geographic area defined by ordinance or intergovernmental agreement in which a defined set of public streets and roads provides service to the development within the area.

SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP): A subset of projects contained in the City's capital improvement element. The TIP is a set of comprehensive street programs/projects which after a public hearing is annually adopted by the City Council for the purpose of advancing plans for not less than six (6) years as a guide for carrying out the coordinated transportation/street construction program. The six (6) year TIP shall contain a small group of capacity projects, which will be considered reasonably funded for determining transportation concurrency and impact fees. The adoption of the six (6) year TIP will obligate the

City to actively pursue funds to implement the capacity component of the transportation improvement program as best as is possible with the available resources.

SYSTEM IMPROVEMENTS: Public facilities that are included in the capital facilities plan and are designed to provide service areas within the community at large, in contrast to project improvements.

Section 41. Amendment of OMC 15-13-1 (Comprehensive Plan Adopted). Section 15-13-1 of the Orting Municipal Code is hereby amended (amendments shown in legislative revision marks) to read as follows:

15-13-1: COMPREHENSIVE PLAN ADOPTED:

A. Official Document: The Orting comprehensive plan as amended, including land use designation maps, is approved in its entirety as the official land use classification and development guidance document for the City.

B. Copy Available For Inspection: The adopted Orting comprehensive plan as amended, shall be filed with the City Clerk/~~Treasurer~~ and shall be available for public inspection upon its effective date.

C. Filed With State: The City Clerk/~~Treasurer~~ shall transmit a copy of the comprehensive plan as adopted to the state department of community trade and economic development within ten (10) days of the effective date of its adoption, and to such other offices and agencies as may be required by law.

D. Compliance With Plan, Revisions: The planning commission shall be responsible for recommending amendments to the City development regulations to be consistent with the Orting comprehensive plan.

E. City Planning Boundary: The planning area designated in the 1996 Orting comprehensive plan as approved shall serve as the City's planning boundary until such time as it is amended by the City Council.

Section 42. 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 43. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 9TH DAY OF JULY, 2014.

CITY OF ORTING

Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

Mark Bethune,
City Administrator/City Clerk

Approved as to form:

Chris D. Bacha
Kenyon Disend, PLLC
City Attorney

Passed by the City Council: 7/9/14
Ordinance No. 958

**CITY OF ORTING
CONTRACT FOR SERVICES**

This Agreement is entered into by and between the City of Orting, Washington, a non-charter optional municipal code city referred to as “the City”, and Gwen Robson, hereinafter referred to as “the Consultant”.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services, and

WHEREAS, the City desires to have the Consultant perform such services pursuant to certain terms and conditions, now therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be performed by Consultant. The Consultant shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Consultant shall at all times comply with all Federal, State and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall request and obtain approval from the City Administrator if the scope or schedule is to be modified in any way.
2. Compensation and Method of Payment. The City shall pay the Consultant for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference.
3. Consultant Budget. The Consultant shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Consultant shall request prior approval from the City whenever the Consultant desires to amend the budget set forth in this document in any way.
4. Duration of Agreement. This Agreement shall be in full force and effect for a period of three (3) months unless sooner terminated under the provisions hereinafter specified.
5. Hours of Service. Both the City and the Consultant shall mutually agree upon the hours of service.
6. Liability Insurance. For the purposes of this Agreement only, the City of Orting agrees to extend general liability insurance coverage through the

Association of Washington Cities (AWC) Risk Management Services Agency with a limit of \$2 million per occurrence to the Consultant. All provisions of the insuring Agreement that the City of Orting has with the AWC Risk Management Services Agency apply.

7. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed under this Agreement, and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

B. These records shall be maintained by the City for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

8. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement. All permits, applications, records, data and forms will remain with and are the property of the City of Orting.

9. Termination. This Agreement may at any time be terminated by the City or Consultant, for any reason, by giving thirty (30) days written notice of the intention to terminate the same.

10. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status or presence of any sensory, mental or physical handicap.

11. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

12. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Agreement. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this Agreement.

13. Notices. Notices to the City of Orting shall be sent to the following address:

City Treasurer
City of Orting
P.O. Box 489
Orting, WA 98360-0489

Notices to the consultant shall be sent to the address provided by the consultant upon the signature line below.

15. Applicable Law, Venue, Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event of any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this 29th day of April, 2015

Joachim Pestinger, Mayor

Gwen Robson, Consultant

ATTEST:

Address:

Mark Bethune-Administrator

218 Johns St. NE
Orting, WA 98360
Cell (253) 232-7974

Exhibit A

At the request and direction of the City of Orting, the Consultant shall perform the following services as required:

1. City Clerk Services

Perform services normally and customarily associated with the City Clerk position identified in the Orting Municipal Code including but not limited to: record keeping processes, legal notifications, land use permitting, public records/information requests, administrative support and assistance to the Mayor and City Administrator. The Consultant will complete and maintain all appropriate paperwork.

Exhibit B

The Consultant shall be compensated at \$35.00 per hour when involved in City Clerk activity. The Consultant will provide the Clerk/Treasurer with an invoice with dates and hours worked and the amount to be paid. This invoice should be on the Contractor's letterhead with address for payment. Payment will be made up to twice a month given appropriate timing of invoice. The Consultant will not be compensated for travel time to and from the city.

Police Guild Collective Bargain Agreement: Primary changes from previous contract (Through Binding Arbitration)

- Medical Insurance changed from Regence HealthFirst no deductible to Regence HealthFirst 250 deductible 7/1/15
- Wage steps decreased from 8 to 6, but still 3% increase between steps
- COLA 2.25% for 2014, CPI for 2015 (2%) and 2016 (minimum 2%)
- Longevity

<u>2011/2012/2013</u>	To	<u>2014/2015/2016</u>
○ From 10 yrs – 2%	To	8yrs – 2%
○ From 15 yrs – 3%	To	13 yrs – 3%
○ From 20 yrs – 4%	To	18 yrs – 4%
○ NA	To	23 yrs – 5%

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2015-5

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, AUTHORIZING THE MAYOR TO ENTER
INTO AN AGREEMENT WITH THE ORTING POLICE
GUILD**

WHEREAS, the City entered into negotiations with the Orting Police Guild in 2014 concerning the collective bargaining agreement; and

WHEREAS, on May 29, 2014, the Executive Director of the Public Employment Relations Commission certified that the City of Orting and the Orting Police Guild had reached an impasse in bargaining for a successor collective bargaining agreement; and

WHEREAS, an interest arbitration hearing was conducted on October 7, 2014, on three remaining issues; and

WHEREAS, the Arbitrator issued an Interest Arbitration Award on February 13, 2015; and

WHEREAS, the City seeks approval of the collective bargaining agreement as amended by the Interest Arbitration Award issued on February 13, 2015;

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

Section 1. The Mayor is hereby authorized to enter into the City of Orting & Orting Police Guild Collective Bargaining Agreement, attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 29TH DAY OF APRIL, 2015.

CITY OF ORTING

Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

Mark Bethune, City Administrator/Clerk

Approved as to form:

John P. Long, Jr., City Attorney

Filed with the City Clerk:
Passed by the City Council: 4/29/15
Resolution No.: 2015-5
Date Posted:

CITY OF ORTING

&

ORTING POLICE GUILD

**COLLECTIVE BARGAINING
AGREEMENT**

ARTICLE 1 PREAMBLE

This Agreement is by and between the City of Orting, Washington, (Employer) and Orting Police Guild.

ARTICLE 2 RECOGNITION

The Employer recognizes the Guild as the designated representative of all regular full time and regular part time Police Officer, Corporals and Sergeants of the City of Orting.

All collective bargaining shall be conducted only by authorized representatives of the Guild and the Employer.

ARTICLE 3 SENIORITY/PROMOTIONS/LAYOFFS

Seniority shall consist of length of continuous service with the Employer; provided however no employee shall have seniority established prior to the completion of six (6) months of probationary employment with the Employer. The Employer shall establish the pay rate for employees during their probationary period. Part-time employees shall accrue seniority on a pro rata basis.

Seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary lay-off of not more than sixty (60) days. A seniority list shall be posted in a conspicuous place by the Employer on or about January 1 of each year.

For newly hired entry level employees with no prior Reserve Officer experience, probationary employment will be in effect while waiting for attendance to, and during attendance at, the Basic Law Enforcement Academy (BLEA) and may continue for up to twelve months post successful completion of field training. An individual hired as a lateral officer, is subject to twelve months of probationary status employment post the completion of field training. Any individual who is hired as a Full time Police Officer or Provisional Police Officer and is, at the time of being hired; 1) an Orting Police Reserve Officer in good standing, and 2) has successfully completed their Reserve Officer Field Training with the Orting Police Department, will be deemed to have successfully completed their probationary period WITH THE EXEPTION of the period of time they are attending the Basic Law Enforcement Academy. An individual in probationary status is subject to discipline / termination without the benefit of security. The probationary status of an individual may be reduced/terminated by the Chief of Police at his/her discretion.

Promotion to a higher job classification shall be determined by the rules of the City of Orting Civil Service Commission.

When a vacancy or new position is created, a notice of such vacancy or new position shall be posted on a bulletin board for a period of five (5) working days.

Layoffs – Should it become necessary to reduce the force, Reserve Officers will be laid off prior to any layoff of an employee. Ability and qualifications shall be used to determine the layoff order. Where ability and qualifications are equal, layoff shall be determined by seniority. Each employee involved shall be given two (2) weeks notice, unless circumstances of the layoffs are beyond the control of the Employer.

Recall from Layoff – Employees shall be recalled from layoff in reverse order of their layoff, provided the employee is qualified to perform the duties previously assigned. An employee who is not recalled within eighteen (18) months of the layoff shall lose all recall rights.

ARTICLE 4 GUILD SECURITY

Guild Security – All employees who are members of the Guild on the effective date of this Agreement shall remain members in the Guild. All future employees shall, as a condition of employment, become members of the Guild within thirty-one (31) days after being employed.

ARTICLE 5 HOLIDAYS

Holidays – The following statutory holidays shall be recognized as paid holidays:

- | | |
|----------------------|----------------------------|
| New Year’s Day | Labor Day |
| President’s Birthday | Veteran’s Day |
| Memorial Day | Thanksgiving Day |
| Fourth of July | Day after Thanksgiving Day |
| Day before Christmas | Christmas Day |
| (1) Floating Holiday | |

Employees shall receive ten (10) hours holiday pay or ten (10) hours off at the regular straight time hourly rate of pay for all holidays.

If an employee works on a holiday, the employee shall be compensated at the rate of one and one-half (1 ½) times the employee’s straight time hourly rate of pay for working their regularly scheduled shift. An employee who is required to work overtime during one of the listed holidays above shall receive two and one quarter (2.25) their regular rate of pay.

To be eligible for holiday compensation an employee must be employed in a paid position both before and after the holiday. Holidays shall not accrue in advance.

Holiday pay may not be converted into compensatory time.

ARTICLE 6 SICK LEAVE

Sick Leave – A limit of nine hundred and sixty (960) hours of sick leave may be accrued at the rate of eight (8) hours per month.

Permissible Use of Paid Sick Leave – The following shall be permissible use of paid sick leave:

Illness or injury which incapacitates the employee and prevents the employee from performing normal duties; or

Illness or disability due to pregnancy of the employee or conditions related thereto; or

Medical, dental or vision examinations or treatments, if an appointment cannot be scheduled during off-duty time.

Any leave pursuant to Washington State parental leave laws, RCW 49.78.

Bereavement Leave – All employees who suffer a death or serious injury in their immediate family shall be allowed up to three (3) days’ off, with pay. If additional leave is necessary it may be granted, subject to the approval of the Employer and such additional bereavement leave may be deducted from accrued vacation, sick leave or leave without pay.

Immediate family shall be defined a spouse, Domestic Partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, step child and step parent, sister-in-law, brother-in-law and grandchildren and grandparents on both sides.

ARTICLE 7 VACATION

Vacation – Regular full-time employees shall earn vacation time on the following basis, and, except in the case of first year employees:

	Hours per pay period	Hours per year
1 year’s service	3 hours	72 hours
2 through 4 years’ service	4 hours	96 hours
5 through 7 years’ service	5 hours	120 hours
8 through 10 years’ service	5.66 hours	136 hours
11 years’ service	6 hours	144 hours
12 years’ service	6.33 hours	152 hours
13+ years’ service	6.66 hours	160 hours

Employees may accumulate up to two hundred forty (240) hours of vacation time to be taken as it was earned, providing Employer and employee execute a written consent to said excess accrual.

Any employee voluntarily terminating employment, who provided two weeks notice is laid off, or who retired (medical or normal service) with the exception of first year employees, shall be paid for vacation time accrued to date of termination.

Upon successful completion of the Police Academy and one (1) year of service the employee may request vacation.

Employee shall select vacation time in order of seniority within their department. Where an employee chooses to split vacation into two or more periods, no second or third choice may be made until all other employees have made their first selection or second selection respectively. The Employer will post a department vacation roster on or about November 15th, and will reserve the right to make final changes or modifications depending on bona fide operational requirements.

ARTICLE 8 HOURS OF WORK

Work Week – The work week shall consist of forty (40) hours with four (4) consecutive ten hour shifts followed by three (3) consecutive days off. Shift schedule rotations should occur on the first day of April and October each year. The bidding rules are to be determined by the Guild. The bid process shall begin no later than February 15th for the April rotation and August 15th for the October rotation. Any work performed in excess of ten (10) hours per day or forty (40) hours per week shall be compensated for at the rate of time and one-half (1 ½) the employee's regular straight time hourly rate of pay. The use of vacation, holiday, sick leave and compensatory time shall, for the purposes of overtime calculation, constitute hours worked. Overtime shall be offered to regular employees first and will only be offered to reserves if the overtime shift is not filled by a regular employee. A regular employee has the ability to bump a reserve that has signed up for a shift up to seventy-two (72) hours before the scheduled shift.

In the event that twelve (12) hour shifts are implemented, any work performed in excess of twelve (12) hours a day or forty (40) hours per week shall be compensated for at the rate of time and one-half (1 ½) the employee's regular straight time hourly rate of pay.

Call-out – When an employee is called out for work after their normal work hours they shall receive a minimum of two (2) hours compensation at one and one-half (1½) times their regular rate of pay. If the Employee is called out during a scheduled vacation, their compensation shall be a minimum of four (4) hours at one and one-half times their regular straight time hourly rate of pay.

Compensatory Time – Employees may accrue up to eighty (80) hours of compensatory time. Such time shall be schedule by mutual agreement between the employee and Employer.

ARTICLE 9 Out of Classification Pay

Employees who are formally assigned (by the Mayor or designee) the work of a higher paid classification shall be compensated at a rate of pay within the higher classification that represents an increase over the employee's current rate of pay when any such assignment of duties exceeds ten (10) working days.

ARTICLE 10 Discipline

Whenever the Employer intends to administer a written reprimand, a suspension without pay, demotion or dismissal of an employee for just cause, the Employer shall give written notice to the employee clearly identifying the proposed discipline. The notice of proposed discipline shall include:

The specific reason(s) for the alleged personnel action and an attached copy of supporting materials relied upon by the Employer for proposing the discipline.

A statement that the employee has a right to answer orally or in writing or both and to furnish affidavits and other documentary evidence in support of the answer;

The amount of time allowed for the employee to answer and a statement that consideration shall be given to extending the time if the employee requests an extension and provides sufficient reason for the request.

ARTICLE 11 Employee Rights

Employee Protection – All employees within the bargaining unit shall be entitled to the following protection:

Application of Discipline – Any formal discipline of employees shall be applied by the Employer. Discipline may include documented: oral warnings, written warnings, suspension or discharge for just cause. No employee covered by this Agreement shall formally discipline another employee, provided however, nothing in this Article shall prevent such employee from directing the workforce when so assigned the Employer.

An employee subject to discipline shall be afforded the right to have the Guild Representative present, if requested.

Any document which may relate to disciplinary action shall be signed by the affected employee prior to placement of such document in the employee's personnel file. Items not bearing such signature shall have no evidentiary value in a discipline hearing.

Investigations and Interrogations – The employee shall be informed in writing, of the nature of the investigation and whether the employee is a witness or a suspect before any interrogation commences, including the name, address and other information necessary to reasonably apprise the employee of allegations of such complaint.

Any interrogation of an employee shall be at a reasonable hour, when employee is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations shall be scheduled for the daytime.

The interrogation (which shall not violate the employee's Constitutional rights) shall take place at an Employer's facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with the Guild Representative before being interrogated. The Guild Representative shall be present during the interrogation, if requested.

The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, telephone calls, and counseling.

The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain the employee's resignation, nor shall the employee be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.

All employees may request a representative of their choosing to be present during a departmental investigation. The cost of such representative shall be paid by the employee requesting representation.

Polygraph Tests – No employee shall be required to take or be subjected to any polygraph as a condition of continued employment.

Substance Abuse Tests – No employee, except those employees required by state or federal law, shall be required to take or be subjected to any random alcohol or drug testing as a condition of continued employment. Post-accident testing and testing for probable cause are permissible under this section.

ARTICLE 12 LABOR-MANAGEMENT COMMITTEE

Labor Management – The Employer and the Guild agree that a need exists for closer cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Guild and the Employer require consideration. To accomplish this objective, the Employer and the Guild agree that no more than two (2) duly authorized employee representatives of the Guild shall function as one-half (1/2) of a Labor-Management Committee, the other half being no more than two (2) certain representatives of the Employer named for that purpose. The committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties.

Should the Guild and Employer mutually agree to change, add, or delete any provision of this agreement, such change shall be set forth in an Appendix to this Agreement.

ARTICLE 13 HEALTH/DENTAL/LIFE/DISABILITY/EAP - INSURANCE

2014 Medical Health Plans will be Health First or Group Health (\$15 Copay plan); Employer Premiums 100% paid for employees;

Health First - employee pays \$80 per month for each eligible family member and not to exceed \$160 per month;

Group Health – Employee pays \$60 per month for each eligible family member and not to exceed \$120 per month.

2015 Medical Health Plans: Effective July 1, 2015, (or as soon thereafter as administratively possible) the plan will be AWC Health First 250, with a premium share of \$0.00 for employee only; \$80.00 for the first dependent; and \$160.00 maximum for two or more dependents.

2016 Medical Health Plans: Effective January 1, 2016, the plan will be AWC Health First 250, with a premium share of \$0.00 employee only; \$100.00 for the first dependent; and \$200.00 maximum for two or more dependent.

The Dental and Vision Plan is offered through Washington State Council of County & City Employees – Health & Welfare Trust: Dental Plan - X (Ten) Vision Care Plan - 1

2014 - 2016 - Dental and Vision: Premiums 100% paid for employees. The employee will pay \$20 per month for each dependent not to exceed \$40 per month.

Employee Assistance Program – The Employer shall make available the AWC Employee Assistance Plan (EAP) for all full time employees, and shall continue to pay one hundred (100%) percent of the premium.

Long-Term Disability – The Employer shall make available the AWC Plan B long-term disability program underwritten by Standard Insurance Company for all full-time employees, and shall continue to pay one hundred (100%) percent of the premium.

Life – The Employer shall make available the AWC Life Insurance in the amount of ten thousand (10,000) dollars for all full time employees, and shall continue to pay one hundred (100%) percent of the premium.

ARTICLE 14 CLOTHING

The Employer shall provide the following equipment and uniforms for members of the police department:

Handcuffs/key

Ammunition cases

Baton, PR-24; or A.S.P with employee provided certification

Ballistic vest

2 Short Sleeved Uniform Shirts

City of Orting / Orting Police Guild
Collective Bargaining Agreement 2014 - 2016

Draft TA(MLG).2-24-15

OC Spray	2 Long Sleeved Uniform Shirts
Holster	2 Pair Uniform Trousers
Utility belt and accessories	1 Utility Jacket
Tie & Tie Bar	1 Jumpsuit
Service Weapon	

All items will be issued on a hand receipt and signed for by the individual officer involved.

Replacement of any of the above uniform items shall be based on fair wear and tear as determined by the employer.

ARTICLE 15 GRIEVANCE PROCEDURES

Grievance Definition – For the purpose of this provision, the term “grievance” means any dispute by the Guild against the Employer with respect to an alleged violation of an express term or provision of the Agreement and to address alleged improper or inappropriate disciplinary action against an employee. Probationary employees may not use the grievance procedure to appeal disciplinary action.

Employees grieving disciplinary action may utilize the established Civil Services procedure or the contractual grievance procedure. Once the procedure is initiated, access to the other shall be deemed to have been waived.

A grievance may be initiated with the Employer within thirty (30) calendar days of the Guild’s or grievant’s knowledge of the alleged violation, but in no event may a grievance be initiated after ninety (90) calendar days of the alleged violation or disciplinary action taken.

Procedure

Step One: Oral Discussion – Employees may notify their supervisor of the grievance and then, if they so desire, shall discuss the grievance with the Guild Representative. If the Guild Representative considers the grievance to be valid, then the employee and/or the Guild Representative will contact the Chief of Police to effect a settlement of the complaint.

Step Two: Written Submission – If the grievance is not resolved to the Guild’s satisfaction at Step One, the Guild shall submit the grievance in writing to the Mayor or designee. The written grievance shall contain the specific Article/Section allegedly violated, any and all relevant facts, and the remedy requested. The Mayor or designee shall render a written decision within fifteen (15) calendar days.

Step Three: Arbitration – The Guild may appeal an adverse decision of the Mayor or designee to a neutral arbitrator. The Guild shall give written notice to the Employer of its intent to submit

a grievance to arbitration within thirty (30) calendar days of the Mayor's decision. The Guild shall, within ten (10) calendar days of the Guild's request to arbitrate, requesting a Public Employment Relations Commission (PERC) staff arbitrator.

The decision of the arbitrator shall be made in writing after the conclusion of testimony and shall be final and binding by both parties.

The cost of the arbitrator shall be borne equally by the Employer and the Guild, and each party shall bear the cost of presenting its own case. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided however, if the other party requests a copy, such cost shall be shared equally.

Failure of the grievant or the Guild to meet any of the above time limits shall cause the grievance to be deemed abandoned.

ARTICLE 16 – PAYROLL AND PAYROLL DEDUCTION

Upon receipt of written signed authorization, the Employer shall deduct in the manner provided by law, Guild dues and assessments from wages of its employees, and remit such deductions each month to the Guild's central office.

The pay period for employees shall be semi-monthly. Pay dates shall be on the 5th and 20th of each month. Should either the 5th or 20th fall on a City recognized holiday or on a Saturday or Sunday, said pay date will be the last work day preceding the weekend or City recognized holiday.

The Guild shall hold the Employer harmless from any claims filed by any bargaining unit employee arising out of the Guild membership and payroll deduction provisions of this Agreement.

ARTICLE 17 MANAGEMENT RIGHTS

Direction of Workforce – The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer, including but not limited to the right to contract services of any and all types. The direction of its working force is vested exclusively in the Employer. This shall include, but not be limited to, the rights to (a) direct employees; (b) hire, promote, transfer, assign and retain employees; (c) suspend, demote, discharge, or take legitimate disciplinary action against employees for just cause; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the city; (f) determine methods, means and personnel by which such operation are to be conducted; and (g) take any actions necessary in conditions of emergency regardless of prior

commitments, to carry out the mission of the agency; provided, however, that items (a) through (g) shall not conflict with the city ordinances, personnel rules and the terms of this Agreement.

Employer Rules and Regulation – The Employer shall have the right to make such reasonable direction, rules and regulations as may be deemed necessary by the Employer for the conduct and the management of the affairs of the Employer, and the Guild agrees that the employees shall be bound by and obey such directions, rules, and the regulations insofar as the same do not conflict with the terms of the contract.

Application of Rules – Rules shall be applied in a fair and equitable manner to all employees. Rules and regulation shall be made available by the Employer in writing to all employees.

ARTICLE 18 – GUILD REPRESENTATION – ACCESS TO EMPLOYEES

The Staff Representative of the Guild shall be allowed access to all facilities of the City wherein the employees covered under this contract may be working for the purposes of investigating grievances, provided such Representative or steward does not interfere with the normal work process. No Guild member or officer shall conduct any internal Guild business on City time and no Guild meetings will be on City time.

The Employer agrees that employees covered by this Agreement shall not be discharged or discriminated against for upholding lawful Guild principles or for performing duties authorized by the Guild so long as these activities do not interfere with normal work processes of the Employer.

Bulletin Boards – The Employer shall provide suitable, no-public space for the Bargaining Unit to use a bulletin board in each City building staffed by bargaining unit employees. Postings by the Bargaining Unit on such boards shall be confined to official business of the Guild.

ARTICLE 19 NONDISCRIMINATION

It is mutually agreed that there shall be no unlawful discrimination because of lawful Guild activity, race, creed, color, religion, sex, age, marital status, national origin or physical, mental or sensory handicaps that do not prevent proper performance of the job, unless based upon a bona fide occupational qualification. The Guild and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been unlawfully discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels.

ARTICLE 20 STRIKES OR LOCKOUTS

During the term of this Agreement, neither the Guild nor any employee shall cause, engage in, sanction, encourage, direct, request, or assist in a slow-down, work stoppage, interruption of work strike of any kind, including a sympathy strike, against the Employer. The Guild and its

representatives will undertake every reasonable measure to prevent and/or terminate all such strikes, slow-downs, or stoppage of work. The Employer may discipline or discharge any employee who violates this Article. This remedy shall not be exclusive of any other remedy available to the Employer. The sole question which may be processed through the grievance and arbitration procedure in the event of discipline or discharge for violation of this Article is whether in fact the employee did violate this Article. During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees. Both the employee and Employer shall comply with State Law as prescribed by the Revised Code of Washington 41.56.120 and 41.56.490.

ARTICLE 21 COMPLETE AGREEMENTS

The Agreement expressed herein in writing constitutes the entire Agreement between the parties. All matters not specifically covered in the Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains a full and complete Agreement on all bargainable issues between the parties hereto and for all whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue except as otherwise specified herein. While those Letters of Intent executed concurrent with this Agreement are not specifically part of this Agreement, they represent a continuing intent of the Employer to abide with their terms during this Agreement. The parties agree that no changes in wages, hours, or working conditions shall be made without negotiating such changes as required by law.

ARTICLE 22 APPENDIX PROVISIONS, WAGES AND CLASSIFICATIONS

Appendix Provisions – The classifications, hourly rates of pay and department specific provisions are set forth in the attached appendices and, by reference herein are made a part of this Agreement.

ARTICLE 23 EMPLOYEE DEFINITIONS

Regular Full-Time Employee – A regular full-time employee is defined as an employee who has completed the probationary period and works forty (40) hours per week.

Regular Part-Time Employee – Should the Employer anticipate hiring regular part-time employees to do bargaining unit work, the Employer shall meet with the Guild to discuss wages and benefits.

ARTICLE 24 PREMIUM PAY

Longevity – Longevity pay shall be added to the employee's base pay according to the following schedule: Lateral hires one (1) year of full time police officer services shall compute to one (1) year toward City longevity pay up to a maximum of 5 years:

Upon completion of 8 years of service 2.0% base pay

Upon completion of 13 years of service 3.0% of base pay

Upon completion of 18 years of service 4.0% of base pay

Upon completion of 23 years of service 5.0% of base pay

Education Incentive - Any employee who has earned an Associate Degree in a job related field of study as determined by the Employer, shall receive two and one half (2.5%) percent of their base monthly wage.

Any employee who has earned a Bachelor's Degree in a job related field of study as determined by the Employer, shall receive five (5%) percent of their base monthly wage.

Any employee who has earned a Masters Degree in a job related field of study, as determined by the Employer, shall receive seven and one half (7.5%) percent of their base monthly wage.

This education incentive will be based on transcripts or other reports from accredited colleges, universities, or approved training schools provided by the officer. This incentive pay will not be available to probationary employees.

Specialty Assignment Pay – An employee assigned to the Detective position shall receive a three (3%) percent premium over their regular rate of pay. An employee assigned as a field-training officer shall receive a three (3%) percent premium over their regular rate of pay. An employee who is a certified DRE (drug recognition expert) shall receive a three (3%) premium over their regular rate of pay. An employee can receive no more than two specialty pays at a time and must have completed probation to receive specialty pay.

ARTICLE 25 SAVINGS CLAUSE

In the event that any portion of this Agreement is in violation of any law not existing or hereinafter adopted, the remaining provisions shall remain in full force and effect.

ARTICLE 26 DURATION

This agreement shall take effect upon the signatures of the Employer and the Guild and shall remain in full force and be effective from January 1, 2014 through December 31, 2016.

Signed this ____ day of _____, 2015.

CITY OF ORTING

ORTING POLICE GUILD

By:

By:

Honorable Joachim Pestinger, Mayor

Title

By:

Title

Appendix A – COLA

- A.2 Each step in the wage matrix shall be twelve (12) months in duration. Progression through the steps of the wage matrix shall be based on satisfactory performance as evidenced by the employee's annual evaluation.
- A.3 Employees who are promoted to a higher range shall be placed into a step within the new range that represents an increase over the rate from which they were promoted.
- A.4 Effective January 1, 2014 the rates of pay set forth in section B.1 shall be increased by 2.25%.
- A.5 Effective January 1, 2015 the rates of pay set forth in section B.1 shall be increased by an amount equal to one hundred (100%) of CPI-U for the Greater Seattle Metropolitan Area from June 2013 to June 2014, by a minimum of 2%.
- A.6 Effective January 1, 2016 the rates of pay set forth in section B.1, shall be increased by an amount equal to one hundred (100%) of CPI-U for the Greater Seattle Metropolitan Area from June 2014 to June 2015, by a minimum of 2%.
- A.7 Effective as soon as administratively possible, the City will eliminate the first two steps on the wage scale (Steps A and B).

Appendix B.1: Wage Matrix
2013 Wage Matrix

Step	A	B	C	D	E	F	G	H
Range								
24	\$24.73	\$25.47	\$26.24	\$27.02	\$27.83	\$28.67	\$29.53	\$30.41
28	\$27.83	\$28.67	\$29.53	\$30.41	\$31.33	\$32.27	\$33.23	\$34.23

Appendix B.1: 2014 Wage
Matrix 2.25% Increase

Step	C	D	E	F	G	H
Range						
24	\$26.83	\$27.63	\$28.46	\$29.31	\$30.19	\$31.10
28	\$30.19	\$31.10	\$32.03	\$32.99	\$33.98	\$35.00

Appendix B.1: 2015
Wage Matrix - 2%
Increase

Step	C	D	E	F	G	H
Range						
24	\$27.36	\$28.18	\$29.03	\$29.90	\$30.80	\$31.72
28	\$30.80	\$31.72	\$32.67	\$33.65	\$34.66	\$35.70



City of Orting
City Council Staff Report

Date: April 29, 2015

Prepared By: J.C. Hungerford, P.E.

Agenda Item: 6 Year Transportation Improvement Program

Issue Synopsis:	Requesting approval of the attached resolution and 6 Year Transportation Improvement Program (TIP).
Background:	This is an annual action that must be done by July 1. The updated TIP includes the projects for the 2015 and 2016 Transportation Benefit District (TBD). On the attached 6 Year TIP you will see highlighted changes from the version approved in 2015.
Policy Options:	Approve, amend, deny
Analysis:	N/A
Fiscal Impact:	N/A
Policy Questions:	None
Staff Recommendation:	Approve
(Committee) Recommendation:	Approve
Attachments:	Resolution and 6 Year TIP

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2015-6

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, ADOPTING THE 2016-2021 SIX-YEAR
TRANSPORTATION IMPROVEMENT PROGRAM**

WHEREAS, state law provides at RCW 35.77.010 that, pursuant to one or more hearings, the City Council shall by July 1st of each year prepare and adopt a comprehensive transportation program (Transportation Improvement Program) for the ensuing six calendar years; and

WHEREAS, the Growth Management Act requires (RCW 36.70A.070) that the City of Orting Comprehensive Plan include a transportation element that is consistent with the City's six-year Transportation Improvement Program; and

WHEREAS, the City's adopted comprehensive plan at the Transportation Appendix, page TA-13, incorporates by reference the updated Transportation Improvement Program as part of the Transportation Element of the Comprehensive Plan; and

WHEREAS, the Six-Year Transportation Improvement Program is reviewed annually by the City Council, including conducting a public hearing to obtain citizen input on the Program; and

WHEREAS, the City duly noted and conducted a public hearing regarding amendments and updates to the Transportation Improvement Program on April 29, 2015; and

WHEREAS, the City Council desires to adopt the City's 2016 – 2021 Six-Year Transportation Improvement Program following such annual review;

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

Section 1. 2016–2021 Six-Year Transportation Improvement Program Adopted. The City of Orting hereby adopts the 2016–2021 Six-Year Transportation Improvement Program, attached hereto as Exhibit "A" and by this reference fully incorporated herein. Said Transportation Improvement Program is adopted with an effective date of July 1, 2015 and the appendix to the Transportation element of the City of Orting Comprehensive Plan is amended, as provided therein, to include the updated 2016-2021 Transportation Improvement Program.

Section 2. Submittal to Secretary of Transportation. The Mayor is requested to direct the City Administrator to forward the adopted Transportation Improvement Program to the Secretary of Transportation as required by RCW 35.77.010(3).

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
29th DAY OF APRIL, 2015.

CITY OF ORTING

Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

Mark Bethune, City Clerk/Treasurer

Approved as to form:

John P. Long, Jr.,
Kenyon Disend, PLLC
City Attorney

Filed with the City Clerk:
Passed by the City Council: 4/29/15
Resolution No.: 2015-6
Date Posted:

Agency: Orting

 Co. No.: 27

 City No.: 940

 Co. Name: Pierce County

 MPO/RPTO: PSRC

Hearing Date: _____

Amend Date: _____

Adoption Date: _____

Resolution No. _____

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road – Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federal Funded Project Only	
							Project Phase	Phase Start (mm/dd/yyyy)	Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (mm/yy)
									Federal Fund Code	Federal Cost by Phase										
1	2	3	4	5	6	7	8	9	10	12	13	14	15	16	17	18	19	20	21	
6	1	SR 162 TWLTL SR 162 (Washington Avenue) from: Cardinal Lane to: Leber Rechannelization, minor widening.	6 12	P	0.14		ALL	9/1/2015					466	466	466					No
							Totals					466	466	466						
6	2	Kansas Street Regrade from: Harman to: Calistoga Regrade, sidewalks, storm, sewer.	3	P	0.5	GS	ALL	1/1/2017					2,544	2,544	2,544					No
							Totals					2,544	2,544	2,544						
7	3	Calistoga Street W. from: Corrin Avenue to: Puyallup River Bridge Regrade, sidewalks, curb and gutter, planter strips, parking, sewer, storm, water. Asphalt Overlay 2013 Block Number: 200,300,400, 500, 600, 700, 800	3	P	0.7 mi.	GP SWO	ALL	1/1/2018					4,028	4,028	4,028					No
							Totals					4,028	4,028	4,028						
7	4	Eldredge Avenue NW Regrade Eldredge Avenue NW from: Whitesell St. NW to: Calistoga St. W Regrade, paving, parking, sidewalks, sewer, storm. Block Number: 100, 200 (Also scheduled for chipseal – Priority # 8)	3	P	0.2	GOS	ALL	1/1/2019					1,219	1,219	1,219					
							Totals					1,219	1,219	1,219						

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							Project Phase	Phase Start (mm/dd/yyyy)	Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (mm/yy)	
									Federal Fund Code	Federal Cost by Phase											
									10												
1	2	3	4	5	6	7	8	9	10	12	13	14	15	16	17	18	19	20	21		
6	5	Whitehawk Blvd/SR 162 Intersection Improvement Whitehawk Boulevard from: to: Signalize intersection with existing lane configurations.	3 12	P	N/A		ALL	1/1/2017					636	636	636						Yes
							Totals					636	636	636							

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									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds						
									Federal Fund Code	Federal Cost by Phase										
1	2	3	4	5	6	7	8	9	10	12	13	14	15	16	17	18	19	20	21	
7	6	Bridge St. SW from: Eldredge to: Corrin Chip/Seal Block Number: 200	7	P	0.073		ALL	1/1/2016												No
							Totals													
7	7	Leber Ct. NW from: Eldredge to: Dead End Chip/Seal Block Number: 300	7	P	0.03		ALL	1/1/2016												No
							Totals													
7	9	Taylor St. SW from: Eldredge to: Deeded Chip/Seal Block Number: 300	7	P	0.08		ALL	1/1/2016												No
							Totals													
7	9	Train Ave SE from: Eldredge to: Deeded Chip/Seal Block Number: 200	7	P			ALL	1/1/2016												No
							Totals													

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							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (mm/yy)
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds						
									Federal Fund Code	Federal Cost by Phase										
1	2	3	4	5	6	7	8	9	10	12	13	14	15	16	17	18	19	20	21	
7	10	Whitesell Court NW from: Eldredge to: Dead End Chip/Seal Block Number: 300	7	P	0.3		ALL	1/1/2016												No
							Totals													
7	11	Belfair St. SW from: Skinner Way. to: Belfair Ct Chip/Seal Block Number: 800	7	P	0.03		ALL	1/1/2016												No
							Totals													
7	12	River Ave NE from: Calistoga to: Dead End Chip/Seal Block Number: 100	7	P	0.13		ALL	1/1/2016												No
							Totals													
7	13	Leber ST NW from: Van Scoyoc to: Corrin Chip/Seal Block Number: 100	7	P	0.04		ALL	1/1/2016												No
							Totals													
7	14	Belfair St. SW from: Skinner Way to: Belfair Ct. Chip/Seal	7	P	0.05		ALL	1/1/2016												No

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									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds						
									Federal Fund Code	Federal Cost by Phase										
1	2	3	4	5	6	7	8	9	10	12	13	14	15	16	17	18	19	20	21	
		Block Number: 500					Totals													
7	15	Corrin Ave SW. from: Train to: Bridge Chip/Seal Block Number: 200	7	P	0.1		ALL	1/1/2016												No
							Totals													

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									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
7	16	Corrin Ave SW. from: Calistoga to: Train Chip/Seal Block Number: 100	7	P	0.1		ALL	1/1/2016													No
							Totals														
7	17	Bridge St. SE from: Varner to: River Chip/Seal Block Number: 300	7	P	0.05		ALL	1/1/2016													No
							Totals														
7	18	Bridge ST SE from: River to: Mill Chip/Seal Block Number: 200, 300	7	P	0.18		ALL	1/1/2016													No
							Totals														
7	19	River Ave SE from: Ammons to: Factory Chip/Seal Block Number: 300	7	P	0.05		ALL	1/1/2016													No
							Totals														
7	20	River Ave SE from: Bridge to: Factory Chip/Seal	7	P	0.07		ALL	1/1/2016													No
							Totals														

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							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (mm/yy)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	12	13	14	15	16	17	18	19	20	21		
		Block Number: 300					Totals														
7	21	River Ave SE from: Factory to: Train Chip/Seal Block Number: 100	7	P	0.07		ALL	1/1/2016												No	
							Totals														

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									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
7	22	River Ave SE from: Train to: Calistoga Chip/Seal Block Number: 100	7	P	0.07		ALL	1/1/2016													No
							Totals														
7	23	Calistoga Ct. SW from: Calistoga to: Dead End Chip/Seal Block Number: 700	7	P	0.02		ALL	1/1/2016													No
							Totals														
7	24	Skinner Way SW from: Calistoga St W to: Belfair Ave Chip/Seal Block Number: 600	7	P	0.15		ALL	1/1/2016													No
							Totals														
7	25	Skinner Way SW from: Belair Ave to: Grinnell Ave Chip/Seal Block Number: 500	7	P	0.13		ALL	1/1/2016													No
							Totals														
7	26	Tacoma Ave SW from: Calistoga to: Dead End Chip/Seal	7	P	0.15		ALL	1/1/2016													No
							Totals														

Agency: Orting

Co. No.: 27

City No.: 940

Co. Name: Pierce County

MPO/RPTO: PSRC

Hearing Date: _____

Amend Date: _____

Adoption Date: _____

Resolution No. _____

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road – Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federal Funded Project Only		
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (mm/yy)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10		12	13	14	15	16	17	18	19	20	21	
		Block Number: 100					Totals														

Agency: Orting

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							Project Phase	Phase Start (mm/dd/yyyy)	Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (mm/yy)
									Federal Fund Code	Federal Cost by Phase										
1	2	3	4	5	6	7	8	9	10	12	13	14	15	16	17	18	19	20	21	
7	27	Tacoma Ave. NW from: Calistoga to: NW End Chip/Seal Block Number: 100	7	P	0.05		ALL	1/12/2016												No
							Totals													
7	28	Van Scoyoc Ave SW from: Calistoga to: Train Chip/Seal Block Number: 100	7	P	0.1		ALL	1/1/2016												No
							Totals													
7	29	Van Scoyoc Ave SW from: Train to: Bridge Chip/Seal Block Number: 200	7	P	0.09		ALL	1/1/2016												No
							Totals													
7	30	Varnier Ave SE from: Bridge to: Hardefelt Chip/Seal Block Number: 300	7	P	0.09		ALL	1/1/2016												No
							Totals													
7	31	Bridge Street SE Regrade Bridge St. SE from: Washington Ave. S. to: River Ave. SE Curve regrade, paving, parking, curb/gutter, sidewalks, replace water main.	3	P	0.13	GOW	ALL	1/1/2016					795	795	795				CE	No

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							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (mm/yy)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	12	13	14	15	16	17	18	19	20	21		
		Block Number 100-300					Totals						795	795	795						
9	32	River Avenue SE Regrade River Avenue SE from: Calistoga St. E. to: River Ave. SE Curve Block Number: 100-300 Regrade, paving, parking, sidewalks, replace water main, sewer, storm.	3	P	0.16	GW	ALL	1/1/2017				981	981	981							
							Totals						981	981	981						

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Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road – Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federal Funded Project Only	
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (mm/yy)
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds						
									Federal Fund Code	Federal Cost by Phase										
1	2	3	4	5	6	7	8	9	10	12	13	14	15	16	17	18	19	20	21	
14	33	Bridge for Kids at Gratzer Avenue NW Pedestrian Bridge over SR 162	14	P	0.02	GOSW	ALL	1/1/2016	STP(s)	742	PSMP	1,590	0	2,332	2,332					
							Totals		742		1,590	0	2,332	2,332						
6	34	Southwest Connector Orting Ave. NW to Groff Avenue NW Whitehawk Boulevard from: Orting Ave. NW to: Groff Avenue NW Southwest Connector	1	P	0.21	WSOG	ALL	1/1/2017				2,332	2,332	2,332						Yes
							Totals					2,332	2,332	2,332						
6	35	Whitehawk Extension – Groff to Calistoga Whitehawk Boulevard from: Groff Ave. NW to: Calistoga Street Construct 2/3 lane arterial from Groff Ave. to Calistoga St. at Skinner Way SW, water, sewer, storm, curb, sidewalk. (Cost is road only.)	1	P	0.42	GOWS	ALL	1/1/2017				3,710	3,710	3,710						Yes
							Totals					3,710	3,710	3,710						
6	36	Whitehawk Extension – Calistoga St. Intersection Whitehawk Extension from: to: Construct intersection improvements as part of Whitehawk Extension at Skinner Way SW/Calistoga Street West intersection.	3 12	P	N/A		ALL	1/1/2017				1,166	1,166	1,166						Yes
							Totals					1,166	1,166	1,166						

GRAND TOTALS FOR ORTING:	742	1,592	246,846	246,846
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David Inge
PO Box 252
Orting, WA 98360

April 18, 2015

City Administrator Mark Bethune

City Of Orting, Washington

PO Box 489

Orting, WA 98360

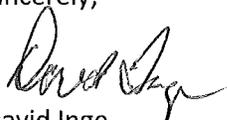
Dear Mr. Bethune,

I have previously submitted a letter to you expressing my interest in serving as a member of the Orting Civil Service Commission. This letter is intended to briefly provide some detail to my involvement in community activities since becoming a resident of Orting.

- Moved to Orting in 1986
- Married 35 years. Two children - attended Orting schools
- 23 years combined on Orting City Council and Orting Planning Commission
- 27 years coordinating Orting Daffodil Parade
- Business owner in Orting

Thank you for your time.

Sincerely,


David Inge