

Councilmembers

Sam Colorossi, Deputy Mayor
William Birkes
Rickord Fritz
Barbara Ford
Josh Penner
Scott Drennen
Tod Gunther



**Orting City Council
AGENDA**

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

September 24, 2014 – 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 September 10, 2014
- B. *Payroll and Claims Warrants

Motion: Move to approve Consent Agenda as prepared.

4. COMMENTS FROM CITIZENS

5. PRESENTATIONS

- A. Confirmation of Jami Moeller as Planning Commissioner – Mayor Pestinger
Motion: Move to approve Jami Moeller as Planning Commissioner
- B. Calistoga Setback Levee Update – Ken Wolfe, Building Official

6. COMMITTEE AND STANDING REPORTS

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

7. OLD BUSINESS

- A. * Ordinance No. 961 • Appointment and Confirmation of Employees -
Councilmember Fritz

Motion: Move to approve Ordinance No. 961, an ordinance of the City of Orting, Washington, relating to appointment and confirmation of employees; amending Section 1-7-1 of the Orting Municipal Code; providing for confirmation of non-classified appointed officers and employees; providing for severability; and establishing an effective date

8. NEW BUSINESS

- A. *Capital Asset Management Software Purchase – Councilmember Penner
Motion: Move to approve the contract for the purchase of Vision Capital Asset Management Software and implementation in the amount of \$7,725.00
- B. *Legislative Priorities – Councilmember Fritz

- C. *New Contract for Parametrix engineering services – Mark Bethune, City Administrator
Motion: *Move to approve new contract for Parametrix engineering services.*
- D. *Sewer Plant Uniform Cleaning Agreement – Deputy Mayor Colorossi
Motion: *Move to approve agreement with Unifirst for sewer plant uniform cleaning in the amount of \$2,600 annually.*
- E. *Park Bathroom Cleaning Agreement – Deputy Mayor Colorossi
Motion: *Move to approve agreement with Cintas for park bathroom cleaning services in the amount of \$2,000 annually.*
- F. *Sidewalk Repair Contract – Councilmember Gunther
Motion: *Move to approve contract with Precision Concrete Cutting for sidewalk repairs in the amount of \$6,013.75, using current sidewalk replacement program funds.*

9. ADJOURN

Motion: *Move to Adjourn.*

Note: An * indicates enclosures or attachments

Next Regular Meeting: October 8, 2014

ORTING CITY COUNCIL MEETING MINUTES

September 10, 2014

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 Sam Colorossi, Councilmembers Scott Drennen, Josh Penner, William Birkes, Barbara Ford and Tod Gunther. Councilmember Ford moved to excuse Councilmember Fritz. Second by Deputy Mayor Colorossi. Motion carried.

ATTENDANCE:

City Employees	Mark Bethune, City Administrator Gwen Robson, Executive Assistant Ken Wolfe, Building Official	Bill Drake, Police Chief Stephen Vincenti, Treasurer
Professional Representatives	Chris Bacha, Attorney – Kenyon Disend JC Hungerford, Engineer – Parametrix	
Visitors (signed in)	Tom Sharp, David Farris, Chris Hopfauf, Jami Moeller, Gary Johnson, Jackie Backus, Brian Backus, Craig Swanson, Doug Bishop, Graham Hunt	

REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA:

Mayor Pestinger	Executive Session to discuss Potential Litigation, as authorized by RCW 42.30.110(i).
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CONSENT AGENDA:

Deputy Mayor Colorossi moved to approve the Consent Agenda as prepared. Second by Councilmember Birkes. Motion carried.

COMMENTS FROM CITIZENS:

Chris Hopfauf discussed noise, vehicles, traffic and garbage issues. He disagrees with extending park hours to midnight.

Doug Bishop expressed his concerns about the expense of City purchasing bottled water when we state we have good tap water quality.

Brian Backus discussed his concerns about noise, bottled water and park hours.

PRESENTATIONS: (7:13)

Pumpkin Festival Event Fee Waiver	Gary Johnson requested a waiver of fees for the festival. Discussion ensued. Councilmember Penner moved to waive the fees for the Pumpkin Fest. Second by Councilmember Drennen. Motion failed. The issue will be taken to Parks Commission to consider sponsorship of the event in the future.
Lahar Siren Issues	Tom Sharp, Pierce County Emergency Management provided a presentation on the Mount Rainier Lahar Outdoor Siren Warning System.
Calistoga Setback Levee (8:05)	Building Official Ken Wolfe provided an update on construction of the Calistoga Setback Levee.

COMMISSION REPORTS: (8:13)

- Planning Commission** David Inge, Planning Commissioner reported on issues from the commission:
- Changes in commissioners
 - Comprehensive Plan open house
- Parks Commission** Craig Swanson, Parks Commissioner reported the commission is working on:
- Lighting improvements to the city parks
 - Calistoga Park improvements
 - Potential changes to park hours – keep current 10pm closure
 - Capital Improvement budget
 - Adopt-A-Park policy
 - Memorial Wall
 - Comprehensive Plan survey and open house

COMMITTEE AND STANDING REPORTS: (8:18)

- Community & Government Affairs** No report.
- Public Works** Councilmember Drennen reported on issues before the committee:
- Preparing utility rate proposal
 - Vision presentation for asset management program
 - Engineering services contract proposal
 - Uniform services agreement
- Finance & Cemetery** Deputy Mayor Colorossi recognized Jacqueline Krantz for her fine work maintaining the flowers and parks. He also provided a financial update.
- Public Safety** Councilmember Ford reported the committee reviewed the Police Department budget. Chief Drake provided additional information. The committee requests that the code be reviewed to address noise and junk vehicles, as well as public nuisance and abatement issues.
- Parks Department** No report.
- Miscellaneous** Councilmember Ford attended the Orting School Board meeting, where citizens expressed concerns about use fees and traffic impact on Hwy. 162.

OLD BUSINESS: (8:44)

- Ordinance No. 953 • Park Regulations** Councilmember Birkes moved to approve Ordinance No. 953, an ordinance of the City of Orting, Washington, relating to park regulations; updating the provisions of the park regulations; amending penalties for violations of the park regulations; providing for severability; and establishing an effective date, reflecting no changes to current park hours. Second by Councilmember Ford. Motion carried.

NEW BUSINESS: (8:48)

- Selection of Deputy Mayor for 2015** Deputy Mayor Colorossi reported that he will meet with Councilmembers Fritz and Drennen, and will bring a suggestion to the next Council meeting.

Kansas Street Outfall
Tideflex Installation

Councilmember Drennen moved to approve change order #1 for installation of a tideflex valve on the existing Kansas Street Outfall, not to exceed \$30,000. Second by Councilmember Penner. Motion carried.

EXECUTIVE SESSION:

Mayor Pestinger recessed to Executive Session to discuss Potential Litigation, as authorized by RCW 42.30.110(i) until 9:10pm. He announced no action would be taken during or after Executive Session. Extended 5 minutes.

Mayor Pestinger reconvened the Council meeting at 9:15pm.

ADJOURN:

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

ATTEST:

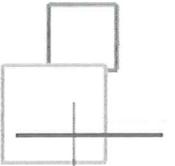
City Administrator Mark Bethune

Mayor Joachim Pestinger

Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2014 - September 2014 - 2nd Council
System Types: Financials

Fund Number	Description	Amount
001	Current Expense	\$26,558.23
101	City Streets	\$5,853.66
104	Cemetery	\$46.95
105	Park Improvement	\$3,551.27
401	Water	\$5,671.48
408	Wastewater	\$6,118.59
410	Stormwater	\$1,247.82
	Count: 7	\$49,048.00



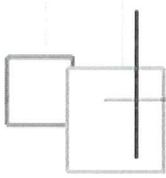
Register

Fiscal: 2014
Deposit Period: 2014 - September 2014
Check Period: 2014 - September 2014 - 2nd Council
Bank Accounts: Key Bank - 2000073
Register Types: Warrant
Show Outstanding: All
System Types: Financials
Outstanding Date: 9/18/2014 12:55:41 PM
Show Details: Hide

Number	Name	Print Date	Clearing Date	Amount
Key Bank	2000073			
41328	Aramark Uniform Services	9/24/2014		\$276.46
41329	Bhc Consultants	9/24/2014		\$5,490.45
41330	Bratwear	9/24/2014		\$2,117.97
41331	Brisco Inc.	9/24/2014		\$356.13
41332	Cassatt, Mike	9/24/2014		\$6.52
41333	CenturyLinkQwest	9/24/2014		\$76.02
41334	Cintas Corporation #461	9/24/2014		\$281.68
41335	Comcast	9/24/2014		\$20.50
41336	Cornerstone Electric, Inc	9/24/2014		\$212.16
41337	Discovery Benefits	9/24/2014		\$3.00
41338	DM Disposal Co., Inc	9/24/2014		\$995.47
41339	Enumclaw, City of	9/24/2014		\$3,390.00
41340	H D Fowler Company	9/24/2014		\$2,476.88
41341	HD Supply Waterworks, Ltd	9/24/2014		\$204.14
41342	Independent Stationers	9/24/2014		\$87.51
41343	Ishenart, Larry	9/24/2014		\$20.38
41344	Jordan Safe & Lock	9/24/2014		\$225.00
41345	Judicial Conference Registration	9/24/2014		\$40.00
41346	Kenyon Disend, Pllc	9/24/2014		\$4,191.55
41347	Konica Minolta Business Solutions	9/24/2014		\$331.54
41348	Law Offices of Matthew J Rusnak	9/24/2014		\$1,100.00
41349	Lemay Mobile Shredding	9/24/2014		\$33.00
41350	Miles Resources	9/24/2014		\$237.55
41351	Miller Paint Co	9/24/2014		\$572.74
41352	NAPA Auto Parts of Sumner	9/24/2014		\$188.89
41353	Northwest Cascade Inc	9/24/2014		\$887.24
41354	Orca Pacific, Inc	9/24/2014		\$1,257.45
41355	Orting Auto Parts	9/24/2014		\$13.00
41356	Orting Auto Repair & Towing Llc	9/24/2014		\$1,584.04
41357	P.c. Budget & Finance	9/24/2014		\$869.00

Account Number	Description	Posting Date	Amount
41358	Pestinger, Joachim	9/24/2014	\$73.84
41359	Popular Networks, Llc	9/24/2014	\$3,427.43
41360	Puget Sound Energy	9/24/2014	\$5,083.54
41361	Ricoh USA INC	9/24/2014	\$251.00
41362	Spectral Laboratories	9/24/2014	\$88.00
41363	Sunnyside, City Of	9/24/2014	\$5,103.82
41364	Tacoma Rubber Stamp	9/24/2014	\$17.94
41365	The Humane Society Tac/p.	9/24/2014	\$101.00
41366	The News Tribune	9/24/2014	\$71.54
41367	Utilities Underground Location Center	9/24/2014	\$41.58
41368	Vision Forms LLC	9/24/2014	\$1,870.51
41369	Wa. State Dept. of Ecolog	9/24/2014	\$1,711.43
41370	Washington State Patrol	9/24/2014	\$16.50
41371	Wex Bank	9/24/2014	\$3,643.60

Total	Check	
Total	2000073	\$49,048.00
Grand Total		\$49,048.00



Custom Council Report

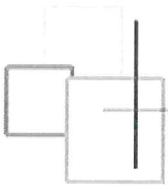
Vendor	Number	Invoice	Account Number	Notes	Amount
Aramark Uniform Services	41328	1987555942	408-535-10-31-03	Uniform Cleaning & Supplies	\$70.07
		1987567312	408-535-10-31-03	Uniform Cleaning & Supplies	\$68.16
		1987578693	408-535-10-31-03	Uniform Cleaning & Supplies	\$70.07
		1987590244	408-535-10-31-03	Uniform Cleaning & Supplies	\$68.16
		Total			
Bhc Consultants	41329	0006121/0006122	001-345-83-05-00	VG 7-VG 8-Majestic View	\$550.00
			001-558-60-41-02	2015 Comp Plan Update	\$1,916.89
			101-595-30-41-02	Washington Ave Turn Lane SEPA	\$220.00
			105-576-80-41-04	Park Plan & Gratzner Field Gratin	\$2,803.56
			Total		
Bratwear	41330	12695	001-521-20-31-01	Uniforms for Officer Telclemariam	\$968.19
			001-521-20-31-01	Uniforms for Officer Telclemariam	\$539.34
			001-521-20-31-01	Jump Suit for Officer Boone	\$569.97
			001-521-20-31-01	Uniform Items for Officer Boone	\$40.47
			Total		
Brisco Inc.	41331	Sept2014-401	001-524-20-32-01	Fuel	\$247.01
			001-576-80-32-00	Fuel	\$48.60
			410-531-38-32-02	Fuel	\$60.52
			Total		
Cassatt, Mike	41332	14-258	001-521-50-48-02	Car Light Replacement	\$6.52
				Total	
CenturyLink/Qwest	41333	492B-Sept2014	001-521-20-45-00	Cell Connection	\$76.02
				Total	
Cintas Corporation #461	41334	461476722	101-542-30-31-02		\$46.95
			104-536-20-31-00		\$46.95
			105-576-80-31-00		\$46.94
			401-534-10-31-04		\$46.94
			408-535-10-31-05		\$46.95
			410-531-38-31-00		\$46.95
			Total		

Vendor	Number	Invoice	Account Number	Notes	Amount		
Comcast	41335	5839-Sept2014	001-514-23-42-00	City Hall Internet	\$6.83		
			401-534-10-42-01	City Hall Internet	\$6.84		
			408-535-10-42-01	City Hall Internet	\$6.83		
				Total	\$20.50		
Cornerstone Electric, Inc	41336	Sept2014-402	408-535-50-48-04	Repair of Seal on Meadows Sewer Pump Station	\$212.16		
				Total	\$212.16		
Discovery Benefits	41337	0000478780-IN	001-518-10-41-01	Monthly Maintenance for High Ded Health Insurance-Bethune	\$1.50		
				0000485276-In	001-518-10-41-01	Monthly Maintenance for High Ded Health Insurance-Bethune	\$1.50
				Total	\$3.00		
DM Disposal Co., Inc	41338	5683274	408-535-60-47-00	WWTP-Garbage Service	\$995.47		
				Total	\$995.47		
Enumclaw, City of	41339	04181	001-523-60-41-00	Jail Fees-Aug 2014	\$3,390.00		
				Total	\$3,390.00		
H D Fowler Company	41340	I3734575	401-534-50-48-04	Fire Hydrant Base/2"cap/Water Meter Wrench	\$2,476.88		
				Total	\$2,476.88		
HD Supply Waterworks, Ltd	41341	C918847	401-534-10-31-00	Plastic Flip Reader/Ravemeter	\$204.14		
				Total	\$204.14		
Independent Stationers	41342	IN-000455489	001-511-60-31-01	Office Supplies	\$87.51		
				Total	\$87.51		
Isenhart, Larry	41343	14-260	001-521-50-48-02	Headlight Replacement	\$20.38		
				Total	\$20.38		
Jordan Safe & Lock	41344	090214-0	001-521-50-48-04	Repair on Police Dept Safe Lock	\$225.00		
				Total	\$225.00		
Judicial Conference Registration	41345	Sept-2014 Kainoa	001-512-50-49-03	DMCMA Training	\$40.00		
				Total	\$40.00		
Kenyon Disend, Pllc	41346	182114	001-515-30-41-01	Retainage	\$3,500.00		
			001-515-30-41-02	Legal Services	\$79.05		
			408-535-10-41-04	Public Works Policy	\$306.25		

Vendor	Number	Invoice	Account Number	Notes	Amount
Kenyon Disend, Pllc	41346	182114	410-531-39-41-04	Change Order for Levee Setback	\$306.25
				Total	\$4,191.55
Konica Minolta Business Solutions	41347	40056669-Sept2014	001-594-21-75-00	PD Copier Lease	\$331.54
				Total	\$331.54
Law Offices of Matthew J Rusnak	41348	27	001-512-50-49-01	Court Appointed Attorney	\$1,100.00
				Total	\$1,100.00
Lemay Mobile Shredding	41349	4401986	001-514-23-31-02	City Hall Shredding	\$33.00
				Total	\$33.00
Miles Resources	41350	240419	101-542-30-48-02	Liquid Asphalt/HMA Class 1/2-162 Water Main Repair	\$237.55
				Total	\$237.55
Miller Paint Co	41351	28321610	101-542-30-48-02 105-576-80-48-03 401-534-50-48-03	Paint & Supplies Paint & Supplies Paint & Supplies	\$190.92 \$190.91 \$190.91
				Total	\$572.74
NAPA Auto Parts of Sumner	41352	950236/950247	408-535-50-48-07	Battery-Carbon River Generator	\$188.89
				Total	\$188.89
Northwest Cascade Inc	41353	2-1009028	408-535-50-48-02	Honey Bucket Rental	\$162.50
		2-1011473	408-535-50-48-02	Honey Bucket Services	\$241.58
		2-1014170	408-535-50-48-02	Honey Bucket Services	\$241.58
		2-1014172	408-535-50-48-02	Honey Bucket Services	\$241.58
				Total	\$887.24
Orca Pacific, Inc	41354	11532	401-534-10-31-01	Sodium Hypochlorite	\$1,257.45
				Total	\$1,257.45
Orting Auto Parts	41355	1000-Sept2014	105-576-80-48-01	Parts for WWTP Mower	\$13.00
				Total	\$13.00
Orting Auto Repair & Towing Llc	41356	5385	401-534-50-48-06	Oil Change for 09 Ford	\$47.82
		5414	105-576-80-48-02	Fixed Steering Unit- Valve Cover Gasket- Water Pump-Belts	\$496.86
			401-534-50-48-06	Fixed Steering Unit- Valve Cover Gasket- Water Pump-Belts	\$496.86

Vendor	Number	Invoice	Account Number	Notes	Amount	
Orting Auto Repair & Towing Llc	41356	5414	408-535-50-48-08	Fixed Steering Unit-Valve Cover Gasket-Water Pump-Belts	\$496.86	
		5438	001-521-50-48-02	Oil Change 06 Crown Vic	\$45.64	
				Total	\$1,584.04	
P.c. Budget & Finance	41357	AR162456	001-523-60-41-00	Jail Fees-Aug 2014	\$869.00	
				Total	\$869.00	
Pestinger, Joachim	41358	14-257	001-521-20-31-03	Room Charge for Witness Custody	\$73.84	
				Total	\$73.84	
Popular Networks, Llc	41359	14959	001-513-23-41-01	Computer Management	\$74.20	
			001-514-23-41-04	Computer Management	\$211.10	
			001-524-20-41-01	Computer Management	\$142.65	
			001-525-60-41-03	Recovery Backup	\$508.00	
			001-575-50-41-03	Computer Management	\$142.65	
			101-542-30-41-04	Computer Management	\$74.70	
			401-534-10-41-05	Computer Management	\$278.55	
			408-535-10-41-05	Computer Management	\$278.55	
			410-531-38-41-04	Computer Management	\$210.60	
			14960	001-521-50-41-01	Computer Management	\$1,483.00
				001-525-60-41-03	Recovery Backup	\$23.43
			Total	\$3,427.43		
Puget Sound Energy	41360	200019646914-Sept2014	101-542-63-47-03	Street Lights	\$58.64	
		220000846174-Sept2014	101-542-63-47-03	Street Lights	\$22.34	
		300000002406-Sept2014	101-542-63-47-03	Street Lights	\$5,002.56	
				Total	\$5,083.54	
Ricoh USA INC	41361	93163795	001-594-14-75-00	City Hall Copier Lease	\$251.00	
				Total	\$251.00	
Spectral Laboratories	41362	92719	408-535-10-41-03	Lab Testing	\$88.00	
				Total	\$88.00	
Sunnyside, City Of	41363	0000231	001-523-60-41-00	Jail Fees-August 2014	\$5,103.82	
				Total	\$5,103.82	
Tacoma Rubber Stamp	41364	I-532585-1	001-511-60-31-01	Councilmember Gunther Name Tag	\$17.94	
				Total	\$17.94	

Vendor	Number	Invoice	Account Number	Notes	Amount
The Humane Society Tac/p.	41365	IVC0001356	001-554-30-31-00	Animal Control	\$101.00
				Total	\$101.00
The News Tribune	41366	257635-Sept2014	001-511-60-49-03	Publications	\$71.54
				Total	\$71.54
Utilities Underground Location Center	41367	4080179	401-534-60-41-00	Locates for Aug 2014	\$41.58
				Total	\$41.58
Vision Forms LLC	41368	2547	401-534-10-31-00	Utility Bill Processing & Mailing	\$181.88
			401-534-10-42-00	Utility Bill Processing & Mailing	\$441.63
			408-535-10-31-00	Utility Bill Processing & Mailing	\$181.87
			408-535-10-42-00	Utility Bill Processing & Mailing	\$441.63
			410-531-38-31-00	Utility Bill Processing & Mailing	\$181.88
			410-531-38-42-00	Utility Bill Processing & Mailing	\$441.62
				Total	\$1,870.51
Wa. State Dept. of Ecolog	41369	2015-BA0020303	408-535-50-51-02	Biosolids Permit-July 1 2014-June 30 2015	\$1,711.43
				Total	\$1,711.43
Washington State Patrol	41370	115001525	001-521-21-31-01	Background Checks-Aug2014	\$16.50
				Total	\$16.50
Wex Bank	41371	38214167	001-521-20-32-00	Fuel-PD	\$3,643.60
				Total	\$3,643.60
				Grand Total	\$49,048.00



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2014 - September 2014 - 2nd Council
System Types: Payroll

Fund Number	Description	Amount
001	Current Expense	\$66,729.65
101	City Streets	\$2,014.09
104	Cemetery	\$683.73
105	Park Improvement	\$3,778.42
401	Water	\$13,527.76
408	Wastewater	\$18,248.11
410	Stormwater	\$9,256.76
	Count: 7	\$114,238.52

CITY OF ORTING
WASHINGTON
ORDINANCE NO. 961

AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO APPOINTMENT AND
CONFIRMATION OF EMPLOYEES; AMENDING
SECTION 1-7-1 OF THE ORTING MUNICIPAL CODE;
PROVIDING FOR CONFIRMATION OF NON-
CLASSIFIED APPOINTED OFFICERS AND EMPLOYEES;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING
AN EFFECTIVE DATE

WHEREAS, the City Council is authorized pursuant to RCW 35A.12.090 to provide for City Council confirmation of officers and employees of the City; and

WHEREAS, OMC 1-7-1 currently provides that the City Council does not have authority to confirm all such officers and employees; and

WHEREAS, the City Council finds that it would be in the best interest of the public health, safety and welfare to confirm all Mayoral appointments of non-classified officers and employees of the City;

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, 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 of the above described appointive officers shall hold office at the pleasure of the Mayor and shall ~~not~~ be subject to confirmation by majority vote of 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. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____, 2014.

CITY OF ORTING

Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

Mark Bethune, City Administrator/Clerk

Approved as to form:

Chris D. Bacha
Kenyon Disend, PLLC
City Attorney

Passed by the City Council:
Ordinance No. 961



City of Orting
City Council Staff Report

Date: September 10, 2014

Prepared By: Mark Bethune

Agenda Item: Capital Asset Management Software

Issue Synopsis:	The City currently does not have a software management system for capital assets.
Background:	For the last 2 years the City staff tried to develop capital asset software but it was found to be insufficient to adequately allow for reporting of depreciation and to provide maintenance notifications. The City began a process through the Utility Committee to seek out adequate software. It turned out that the city's financial and utility software vendor, Vision, had recently developed capital asset software that would be compatible and connected with current financial software. The software was further amended to meet Orting's needs for now and in the future.
Policy Options:	Approve, amend, deny
Analysis:	The Vision Capital Asset Management software will allow the City to build a data base of all its capital assets. Reports from the data base will allow for the city to plan for depreciation of assets and to track maintenance needs of assets. The City will be better able to budget and plan financially with the software. The cost of the software purchase is \$6,000. The cost of software insurance/maintenance is \$900/year (pro-rated \$225 for 2014). The cost of implementation and training is \$1500. The total expense for this year, 2014 is \$7,725. The City's budget allowed for a total expense of \$8,600 for 2014.
Fiscal Impact:	Fund(s): 001, 101, 401, 408, 410 Expenditure Required: \$7,725 Amount Budgeted: \$8,600 Additional Appropriation Required: None
Policy Questions:	See above
Staff Recommendation:	Approve
Utility Committee Recommendation:	Approve
Attachments:	Software description



Vision Municipal Solutions, LLC

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888) 223-6007

Website: www.visionms.net Email: info@visionms.net

**Vision Software and Professional Services for:
The City of Orting**

Software:

Vision Fixed Assets

Vision Reporting Services

TOTAL SOFTWARE

Cost

\$6,000.00

Included

6,000.00

Software Assurance

\$900.00

Included

\$900.00

Professional Services:

Electronic conversion of Fixed Asset data

\$1,000.00

Configuration of Microsoft SQL Server

\$150.00

Remote training

\$350.00

Total Professional Services

\$1,500.00

GRAND TOTAL

\$7,500.00

Acceptance of Agreement:

Vision Municipal Solutions, LLC.

Accepted By (Signature)

Craig Lodgard

Printed Name

Managing Member

Title:

09/04/2014

Date

City of Orting

Accepted By (Signature)

Printed Name

Title

Date



Vision Municipal Solutions, LLC

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888)223-6007

Website: www.visionms.net Email: info@visionms.net

Software License Agreement between the City of Orting and Vision Municipal Solutions, LLC

This Software License Agreement ("Agreement") is made by and between **Vision Municipal Solutions, LLC** ("Developer") and the City of Orting ("Licensee").

Developer has developed and licenses to users its Software programs marketed and sold under the name "Vision Licenses," "Vision Cemetery," "Vision Parks and Recreation," and/or "Vision Reporting Services" (collectively, "Software").

Licensee desires to utilize a copy of the Software.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

1. License:

Developer hereby grants to Licensee a perpetual, non-exclusive, non-transferable, and irrevocable license to use the Software at the City of Orting, on the terms, and subject to the conditions, set forth herein.

2. Restrictions:

Licensee shall not modify Software source code, duplicate, copy, or reproduce Software, or transfer or convey Software, or any right in Software, to any third party without the express, prior written consent of Developer. Notwithstanding the foregoing, Licensee may make copies of Software for backup or archival purposes.

3. License Fee:

For and in consideration for the grant of the herein license and the use of Software, Licensee agrees to pay Developer the sum of \$6,000.00 plus any and all applicable sales or use tax.

4. Warranty:

A. Developer hereby represents and warrants to Licensee that Developer is the sole owner of the Software or otherwise has the right to grant to Licensee the rights to use Software.

B. For a period of one year (365 days) following the installation of Software to Licensee, Developer warrants that Software shall perform in all material respects according to Developer's specifications. In the event of any breach or alleged breach of this warranty, Licensee's sole and exclusive remedy shall be that Developer shall correct Software so that it operates according to the warranty. This warranty shall not apply if (i) Software is in anyway modified by Licensee, (ii) if Software is used improperly, including, without limitation, improper data entry, (iii) Software is not used with appropriate computer equipment, or (iv) if Software is used on operating systems or environments not approved by Developer.



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5. Annual Software Assurance Program Schedules:

The Software Assurance Program includes telephone support, email support, and on-line programs provided by Developer and product updates and enhancements to include any standard reports added to the system. Licensee will be required to have a high speed internet connection for Software updates and allow Developer the right to remote access for program updates and maintenance work when required. As part of the Software Assurance Program, Developer shall provide to Licensee any new, corrected, or enhanced versions of Software as created by Developer. Such enhancements shall include, but shall not be limited to, all modifications to Software that increase the performance, efficiency, or ease of use of the Software, or add additional capabilities or functionality to the Software. "Enhancements" do not include any customizations to Software requested by Licensee, which shall be quoted on a per-job basis at Developer's then hourly rate (currently, \$125.00 per hour, but such rate is subject to change).

Developer shall bill Licensee on an annual basis, payable in advance, for the Software Assurance Program, at Developer's then current rates.

6. Payment and acceptance:

Payment for Software, hardware, and installation services shall be made by Licensee after all items contracted for have been delivered and Licensee has deemed all Software, hardware, and installation services delivered and accepted.

7. Time Payment Schedule:

Licensee may at any time prepay without penalty or premium all amounts due under the payment plan.

If Licensee elects to terminate its agreement for software and services with Developer, all remaining amounts under the payment plan for Software, if any, are immediately due and payable, along with then applicable sales or use tax. The Software Assurance Program shall then immediately terminate and Developer shall not bill Licensee for any future years, nor shall Developer refund Licensee any amounts.

8. Limitation of Liability:

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential, or other indirect damages, whether based on lost revenue or otherwise. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee regardless of whether Licensee's claim is based on contract, strict liability, or product liability.

9. Installation Travel Expenses billed to the customer:

Licensee shall reimburse Developer for any and all travel expenses associated with the installation of Software at Licensee's site. If Developer uses Developer's vehicles (or Developer's employees use personal vehicles) Licensee shall reimburse Developer for mileage at then applicable IRS rates. If Developer (or employees of Developer) use a rental car, Licensee shall reimburse Developer for the actual rental car rate and actual gas charged. Licensee shall reimburse Developer for any and all per diem charges at the then current state published rate. Licensee shall reimburse Developer if Developer's employees are required to stay overnight.

New Draft July 2014
City of Orting Legislative Priorities

1. **Restore and maintain historical revenue sharing where the state taxes commercial industries including liquor and Marijuana.** The City's public safety services will be stretched given the public consumption of liquor and now marijuana. The enhanced public safety funding promised in the 2011 liquor privatization initiative hasn't been kept – in fact funding has been cut by legislative action and diverted to other uses. The new recreational marijuana industry is subject to up to a 75% state excise tax, but none of this potential revenue is directed to locals to address public safety needs and other local impacts. Cities and counties must enforce marijuana laws and need shared revenue to do this.
2. **Transportation priorities:** Capacity improvements to SR162/SR 162-Hwy 410 interchange. These projects are not included in the state's future transportation capital plan and funding at this time. We need a new initiative to keep them in the state transportation plan. Lobby against new home expansion in unincorporated Pierce County, particularly Tehaleh and South Hill until there is sufficient capacity improvement to SR162.
3. **Postpone/reduce requirements of National Pollutant Discharge Elimination System (NPDES) permit 2.** Orting has met NPDES requirements to date but the 2012-2014 requirements are vague or not yet stated. The known requirements will be expensive to implement, and still contain significant unfunded liability. This is not the time for unfunded mandates, new expenses, and risk for cities.
4. **Orting Valley/ Agriculture:** The City is looking for ways to accommodate and build upon the agriculture of the valley. Strategies include branding by delineating a portion of the valley to be known as "the Orting Agricultural Valley" as opposed to the "Puyallup Valley". The expectation is that the City will be able to provide the urban resources for the valley that might include a farmers market, a food coop, a feed store, farm machinery sales and repair, animal rendering, animal expos, commercial kitchen, food processing, and a food hub. Farming can be incentivized with lower property taxes, reduced environmental regulations, increased education, access to best practices, and access to low cost capital.
5. **Public Records requests:** Establish new statewide policies and procedures for Public Records Requests that set common sense limits on requests and penalties and provides remuneration to the City. Recently Orting received a public records request from a national data gathering for-profit business requiring the city to provide details of every purchase made since 2008 including all vendors' information during that time, electronically (no hard copies). The City estimates this request will cost at least \$10,000 to meet. State regulations do not provide a way for the City to recoup this expense. What will keep other commercial interests from requesting this level and volume of information?
6. **Preserve Agricultural Resource Lands for non-marijuana crops and farming:** Pierce County has moved to deny marijuana crop development in Ag Resource Lands which requires continued vigilance by the Orting City Council. State legislation has been proposed and defeated to decrease the distance from youth oriented facilities and marijuana operations which also will require city vigilance.
7. **Halt and refrain from raiding infrastructure funds like the Public Works Trust Fund and Model Toxics Control Accounts and build them back to health.** Our infrastructure is aging and we can't keep up with demands and regulatory requirements. Great cities don't just happen – we need planned and sustained investments in infrastructure in order for Washington to thrive.
8. **Pedestrian Evacuation Bridge (Bridge For Kids).** Seek state and federal financial support. Analysis indicates that during school time, many children will not make a walk to high ground in sufficient time to escape a volcanic lahar from Mt. Rainier.



City of Orting
City Council Staff Report

Date: September 24, 2014

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

Agenda Item: Parametrix Professional Services Agreement

Issue Synopsis:	Requesting approval of new 3 year Professional Services Agreement for Parametrix
Background:	The on-call Professional Services Agreement for Parametrix has expired. The Utility Committee is recommending approval of the attached agreement for 3 years.
Policy Options:	Approve, amend, deny
Analysis:	This contract does not have any fiscal impact. Per typical practice, each individual project scope and budget will be approved at City Council. Verbal or written direction for small on-call tasks is authorized as well for tasks requiring immediate attention. The budget for on-call tasks for each utility is specified in the annual City Budget.
Fiscal Impact:	None
Policy Questions:	None
Staff Recommendation:	<i>APPROVE</i>
(Committee) Recommendation:	Approve
Attachments:	Parametrix Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT Summary of Terms

A. CLIENT NAME:	City of Orting
Address:	110 Train Street SE, Orting, WA 98360-0489
B. PROJECT NAME:	
C. PARAMETRIX:	
Office Address:	1019 39th Avenue SE, Suite 100, Puyallup, WA 98374
Project Number:	
D. EXECUTION DATE:	
(date of latest signature by parties)	
E. TERM:	3 Years
(time for completion; see Exhibit B for work schedule)	

F. COMPENSATION (check one):	[See Section 2.1 of the Terms and Conditions for Description; See Exhibit C for Compensation Schedule.]		
<input type="checkbox"/> Lump Sum	Lump Sum Amount:	\$	_____
<input checked="" type="checkbox"/> Negotiated Billing Rates	Total Compensation Amount:	\$	_____
<input type="checkbox"/> Salary Multiplier _____	Total Compensation Amount:	\$	_____
<input type="checkbox"/> Other: _____	Total Compensation Amount:	\$	_____

G. NOTICES:	
If to Client:	If to Parametrix:
Address: <u>110 Train Street SE</u>	Address: <u>1019 39th Ave SE, Ste. 100</u>
<u>Orting, WA 98360-0489</u>	<u>Puyallup, WA 98374</u>
Attention: _____	Attention: _____
(name of designated client representative)	(name of Parametrix signator)
Phone: _____	Phone: <u>253-604-6600</u>
Fax: _____	Fax: <u>1-855-542-6353</u>
E-mail: _____	E-mail: _____

PROFESSIONAL SERVICES AGREEMENT

Terms and Conditions

This Professional Services Agreement (this "Agreement") is entered into by and between Parametrix, Inc. ("Parametrix" or "Consultant") and _____ City of Orting ("Client" or "City") as of the Execution Date referred to in the Summary of Terms (page 1 of this Agreement). (Parametrix and Client are each referred to herein as a "Party" and collectively as the "Parties.") The Summary of Terms shall be incorporated with this Agreement by reference.

1. Authorization to Proceed.

1.1 Services by Parametrix.

- (a) Parametrix has been hired to provide professional engineering services as requested by the City. The services to be performed are generally described in the scope of work attached to this Agreement as Exhibit "A" (the "Scope of Work").
- (b) The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.
- (c) Parametrix represents that it, its staff to be assigned to the work, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities.

1.2. Schedule of Task.

- (a) On-Call Services. The City Contract Administrator will issue a verbal or written request to Parametrix to proceed with non-project on-call engineering services (the "On-call Services").
- (b) Project Specific Services. Project specific engineering services for which the City Council has approved a budget and scope of services may only be commenced pursuant to a project engineering services task request in the form attached hereto as Exhibit "B" (the "Task Scope of Work"). Parametrix shall perform the services described in the Task Scope of Work in accordance with the schedule and scope of work set forth therein.
- (c) Prosecution of Work. Parametrix shall meet all schedule requirements as to the work provided in each Task Scope of Work. Parametrix will diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Task Scope of Work in a timely manner. If factors beyond Parametrix' s control that could not have been reasonably foreseen as of the date of this on-call task request cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. Parametrix shall provide the City with notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after

Parametrix becomes aware of the delay or potential delay.

- (d) Parametrix is authorized to proceed with services upon issuance of each **Task Scope of Work issued** by the City, unless otherwise specified in the **Task Scope of Work**.

1.3 Contract Administration.

The City Administrator, or his or her designee, shall be responsible for the administration of this Agreement on behalf of the City and shall be the designated City Contract Administrator. The City Contract Administrator, and his or her designee, is authorized to exercise the authority given pursuant to Section 1.2(a) of this Agreement. Parametrix shall designate a person(s) responsible for administration of this Agreement on behalf of Parametrix.

1.3 Deliverables.

Client acknowledges and agrees that Parametrix will be providing the Services and the Work Deliverables (as defined in Section 12) specifically for and solely with respect to the On-call Services or Task Scope of Work and that attempts to reuse the Work Deliverables outside the context of the On-call Services or Task Scope of Work may cause substantial damage. Therefore, Client covenants and agrees that it shall not use the Work Deliverables, and shall not permit the Work Deliverables to be used, other than with respect to the Project, unless it has received the specific written approval of Parametrix.

2. Compensation.

- 2.1 Parametrix' s compensation for On-call and Task Scope of Work services under this Agreement, shall be as set forth in the Summary of Terms and may be based on any one of the following:

- (a) Lump Sum. Under this compensation structure, Parametrix charges Client a fixed lump sum amount for the Services to be performed for the Project; Parametrix shall be responsible for all wages or salaries of its employees and costs of subconsultants. The lump sum amount shall include all Direct Labor costs and Expenses, Indirect costs (overhead), and Profit.
- (b) Negotiated Billing Rates. Under this compensation structure, Parametrix charges Client on the basis of negotiated (hourly, daily, etc.) rates for work performed on Client's Project by Parametrix employees of the indicated classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overhead, and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.

- (c) **Salary Multiplier.** Under this compensation structure, Parametrix charges Client rates equal to the direct wages or salaries Parametrix pays to its employees for work performed directly on the Project, multiplied by a negotiated multiplier to cover payroll-related taxes, payments, premiums, benefits, and other indirect costs, plus overhead and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.
- 2.2 In addition to any of the fee structures set forth above in 2.1(b) and (c), Parametrix may charge Client for Direct Expenses. Direct Expenses include those costs incurred on or directly for the Project, including, but not limited to, necessary transportation costs, including current rates for Parametrix vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services; telephone; printing, binding, and reproduction charges; all costs associated with outside consultants, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Parametrix. In either case, a service processing charge of 15 percent will be added to Direct Expenses.
- 2.3. **Maximum Compensation; Council Authorization.**
The total **ANNUAL** maximum compensation for On-call Services provided under this agreement shall not exceed \$_____ (computed based upon year of payment) without the authorization of the City Council. The maximum compensation for the services provided pursuant to a Task Scope of Work shall not exceed the amount set forth therein without the authorization of the City Council.
- 3. Payment to Parametrix**
- 3.1 Parametrix will issue monthly invoices for the compensation due as a result of services provided under this Agreement to that time, less services previously billed. Invoices are due and payable on receipt. In the event that any portion of an invoice is disputed, payment will be made for the non-disputed amounts. Parametrix will charge interest at the rate of 1½ percent per month, or the maximum permitted by law if less, on all past-due amounts starting 30 days after date of invoice. Parametrix will credit payments first to interest and then to principal.
- 3.2 Consultant shall maintain time and expense records and provide them to the Client monthly, along with monthly invoices, in a format acceptable to the Client for work performed to the date of the invoice.
- 3.3 All invoices shall be paid by Client within sixty (60) days of actual receipt by the Client of an invoice conforming in all respects to the terms of this Agreement.
- 3.4 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by Client representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the Client on request.
- 3.5 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The Client

may withhold payment for such work until the work meets the requirements of the Agreement.

4. Standard of Care

Parametrix shall perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Parametrix makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Services.

5. Term and Termination

5.1 **Term.** The term of the Agreement shall be as set forth in the Summary of Terms; provided that the obligations of Parametrix and the City under a pending Task Scope of Work issued prior to the expiration date shall survive the expiration of this Agreement until such time as all obligations of the Parties there under is complete or such request is otherwise cancelled or terminated by the City. If a term is not specified in the Summary of Terms, Parametrix's obligation to render the Services under this Agreement will be for a period that may reasonably be required for the completion of the Services.

5.2 **Termination For Cause.** This Agreement may be terminated by (a) either Party if 1) the other Party fails to perform substantially in accordance with this Agreement through no fault of the other Party and does not commence correction of such failure within ten (10) days after written notice thereof and diligently completes the correction promptly thereafter, or 2) the performance of the Services pursuant to this Agreement are delayed or suspended for more than ninety (90) days for reasons beyond Parametrix's control; (b) Parametrix, upon seven (7) days' written notice if Parametrix believes that Client is requesting it to furnish or perform services contrary to Parametrix's responsibilities as a licensed professional.

5.3 **For Convenience.** Either Party may terminate this Agreement for any reason, or for no reason, upon thirty (30) days' written notice to the non-terminating Party provided that the obligations of Parametrix and the City under a pending Task Scope of Work issued prior to the termination date shall survive the termination of this Agreement until such time as all obligations of the Parties there under is complete or such request is otherwise cancelled or terminated by the City.

5.4 **Payment Upon Termination.** On termination, Client shall pay Parametrix for all authorized work performed up to the termination date plus costs related to the billing of work up to the date of termination.

6. Cost Opinions

Any cost opinions or economic evaluations provided by Parametrix will be on a basis of experience and judgment, but, since Parametrix has no control over market conditions, including cost of labor, materials, equipment, or services furnished by others, or bidding procedures, Parametrix does not warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions. Client waives any claim for the accuracy or inaccuracy of such opinions.

7. (Intentionally Omitted)

8. Indemnification

8.1 By Parametrix. Parametrix shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Parametrix or its officers, directors, employees, and consultants.

8.2 By Client. Client shall indemnify and hold harmless Parametrix, Parametrix's officers, directors, partners, employees, and any individuals or entities that have a contract with Parametrix to furnish services with respect to the Project from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Client or its officers, directors, employees, and consultants.

9. Hazardous Substances

9.1 Client has disclosed to Parametrix all data available to Client concerning the known or suspected presence of chemicals and/or chemical categories, as defined by the most current listing, 40 CFR 372 Subpart D – Specific Toxic Chemical Listings, at the Project site, including radioactive materials (a "Hazardous Substance") in connection with the Services or has represented to Parametrix that, to the best of Client's knowledge after due inquiry, Hazardous Substances do not exist at or near the Project site.

9.2 Notwithstanding any other provision contained in this Agreement and to the maximum extent permitted by law, Client shall indemnify and defend Parametrix and its officers, employees, subconsultants, and agents from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorneys' fees arising out of or relating to the presence, discharge, release, or escape of Hazardous Substances on or from the Project site, except to the extent such claims, damages, losses, and expenses, arise out of the negligent acts of Parametrix.

10. Insurance

10.1 Parametrix shall maintain public liability and property damage insurance that shall protect Parametrix from personal injury or property damage claims arising from its negligent acts or omissions in the performance of the Services under this Agreement.

10.2 Parametrix will maintain throughout the term of this Agreement the following insurance and will submit certificates verifying such to the Client promptly after execution of this Agreement and upon request thereafter:

- (a) Worker's compensation and employer's liability insurance as required by the state or province where the work is performed.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired

vehicles, with \$1,000,000 combined single limits.

(c) Comprehensive general liability insurance covering claims for injuries arising out of any negligent act or omission of the Sub or of any of its employees, agents, or subcontractors, with \$1,000,000 combined single limits.

(d) Professional liability insurance of \$2,000,000.

10.3 The Client shall be named as an additional insured on the policies listed in subsections (b) and (c) above. Parametrix shall ensure that current Certificates of Insurance are on file with the Client. The Client may withhold payment to Parametrix at any time that Insurance Certificates have not been provided indicating that insurance coverage is current.

10.4 All insurance certificates shall provide that the insurance carrier will give the Client at least thirty (30) days' notice of any cancellation of the policies.

11. Confidentiality

11.1 Definition of Confidential Information. "Confidential Information" means all nonpublic information, in whatever form (including without limitation orally disclosed information), that either Party to this Agreement (each a "Disclosing Party") designates as confidential at the time of disclosure to the Party that receives such information (each a "Receiving Party") or that, based on the nature of the information or circumstances surrounding its disclosure by or on behalf of Disclosing Party, Receiving Party should in good faith treat as confidential. Confidential Information includes without limitation, practices, procedures, specifications, drawings, sketches, models, samples, data, plans, computer programs, records, documentation, or other technical or business information. Except as otherwise indicated, the term "Receiving Party" also includes all affiliates of the Receiving Party. If information is disclosed in intangible form without being designated as confidential, Disclosing Party may still designate it as confidential by providing Receiving Party with written notice stating that designation and providing Receiving Party with a written summary of the confidential information, within twenty (20) days of initial disclosure.

11.2 Exclusion. Confidential Information does not include information that Receiving Party can document: (a) was generally known to the public at the time it was disclosed by Disclosing Party; (b) became generally known to the public other than through a breach of this Agreement by Receiving Party after the time of disclosure to Receiving Party by Disclosing Party; (c) was independently developed by Receiving Party without reference to or use of Confidential Information or (d) required by statute, regulation, court or regulatory order, to be disclosed.

11.3 Receiving Party Obligations. Receiving Party will not use or disclose any Confidential Information except in furtherance of the parties' mutually agreed business relationship. Receiving Party will not disclose, give access to, or distribute any Confidential Information to any third party, except upon Disclosing Party's prior, written authorization. Receiving Party will take reasonable security precautions to keep Confidential Information confidential, which precautions shall be at least as protective as the precautions Receiving Party takes to preserve its own Confidential Information of a similar nature.

12. Ownership

12.1 Work Deliverables. "Work Deliverables" shall mean the final plans, designs, reports, and/or other documents prepared by Parametrix for delivery or presentation to Client as called for in Exhibit A (the Scope of Work). All Work Deliverables produced by Parametrix for or at the direction of Client hereunder shall be the property of Client and, to the extent subject to copyright protection, shall be deemed "work for hire" as such term is defined under U.S. copyright law; provided, however that (a) Parametrix may retain copies of all such Work Deliverables in accordance with Section 14 of this Agreement, and (b) Client irrevocably grants Parametrix a world-wide, perpetual, non-exclusive license to use, reproduce, create derivative works from, and distribute or have distributed to or by third parties, the Work Deliverables.

12.2 Project Documents. All Project Documents shall be the sole property of Parametrix. "Project Documents" shall mean all studies, reports, evaluations, designs, drawings, procedures, field data, notes, specifications, plans, and all other documentation, including all documents on electronic media that are produced or acquired by Parametrix for or at the direction of Client pursuant to this Agreement, other than Work Deliverables.

13. Electronic Files and Data

Subject to the provisions of Section 11, Parametrix will provide certain information, including drawings and other electronic format data files, to Client for Client's use and reference. However, Parametrix is neither accountable nor responsible for the validity of data contained on electronic files once surrendered to Client. Parametrix does not warrant the accuracy of the content as contained in the electronic file(s) against computer viruses, unauthorized revisions to the files, or any other alterations or data destruction to the file(s). Parametrix shall not have any liability for Client use of any electronic form file(s) or its content, including without limitation, any transmittal of bugs, viruses, or other destructive or harmful programs, scripts, applets, or files to the computers or networks of Client. Parametrix's preparation of a transfer copy of electronic data will be made or completed through reproduction from the file retained and archived at the offices of Parametrix. Client acknowledges that the content of the transfer copy may not be an exact and virus-free copy of the master file. Client acknowledges and agrees that Client shall be solely responsible for inspection and testing of the electronic file(s) provided by Parametrix to verify the content is free from bugs, viruses, or other destructive or harmful programs, scripts, applets, or files, before accessing or using. The original files containing the information and data maintained at Parametrix shall be considered Confidential Information under the terms of Section 11.

14. Document Retention

14.1 Work Deliverables. Work Deliverables are the property of Client and will be delivered to Client at Client's request. Notwithstanding the foregoing, Client acknowledges and agrees that unless Client specifically requests that such documents be delivered, all Work Deliverables left in Parametrix's possession after ten (10) years following the completion of the Project, regardless of whether this Agreement may still be in effect, may be retained or destroyed by Parametrix in its sole discretion.

14.2 Project Documents. All Project Documents may be retained or destroyed by Parametrix in its sole discretion.

15. Compliance with Laws

Parametrix will: (a) comply with federal, state and local laws, ordinances, regulations, and orders as in effect as of the Execution Date with respect to its performance of the Services pursuant to this Agreement, (b) file all required reports and pay all filing fees and federal, state, and local taxes applicable to Parametrix's business as the same shall become due, and (c) pay all amounts required under local, state, and federal workers' compensation acts, disability benefit acts, unemployment insurance acts, and other employee benefit acts when due.

16. (Intentionally Omitted)

17. Independent Contractor

Parametrix shall be deemed to be an independent contractor in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venturer, or partner of Client, its parent or affiliates, if any. All persons furnished, used, retained, or hired by or on behalf of Parametrix shall be considered to be solely the employees, personnel, or contractors of Parametrix, and Parametrix at all times shall maintain such supervision and control over its employees, personnel, and contractors as is necessary to preserve its independent contractor status. Parametrix shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees, as applicable, including any related assessments or contributions required by law.

18. Dispute Resolution

18.1 All disputes arising between the Parties relating to the making or performance of the Services shall be resolved in the following order of preference:

- (a) By good faith negotiation between representatives of Parametrix and Client who have authority to resolve the dispute fully and finally. The existence and substance of any negotiations pursuant to this Section shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.
- (b) In the event that the negotiations provided by Section 18.1(a) fail to resolve the dispute, the Parties may endeavor to resolve the dispute by voluntary non-binding mediation under the Commercial Mediation rules of the American Arbitration Association ("AAA") using a neutral mediator mutually acceptable to the Parties and with the costs therefore shared equally. All proceedings pursuant to this Section 18.1(b) shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision, and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.
- (c) In the event that the mediation provided by Section 18.1(b) fails to resolve the dispute, the dispute shall be resolved pursuant to Section 19.1.
- (d) Notwithstanding anything to the contrary contained in this Section, the Parties reserve the right to seek equitable remedies with respect to the enforcement of any provision of this Agreement.

Initials:

Notify City of Orting prior to destruction.

19. General Provisions

- 19.1 Governing Law; Venue; Attorneys' Fees. This Agreement will be governed by the laws of the state of Washington, excluding conflict of laws provisions. Exclusive jurisdiction and venue will lie with the state and federal courts sitting in Pierce County, Washington, and each of the parties hereby irrevocably consents to such jurisdiction.
- 19.2 Notices. Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the Summary of Terms, and given personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt. The addresses, phone numbers, facsimile numbers, and email addresses for the Parties provided in the Summary of Terms may be changed by means of a written notice given to the other Party.
- 19.3 Assignment. Neither Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that either Party may assign this Agreement to an Affiliate without the other Party's prior written consent. If such an attempted assignment occurs, the nonassigning Party will have the right to terminate this Agreement upon written notice to the assigning Party. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assignees to the extent permitted by this Section. "Affiliate" means, with respect to any legally recognizable entity, any other such entity directly or indirectly controlling, controlled by, or under common control with such entity.
- 19.4 Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than Client and Parametrix and has no third party beneficiaries.
- 19.5 Survival. All express representations, covenants, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination (for any reason) for a period of three (3) years, provided, however, that the confidentiality provisions of Section 11 shall survive indefinitely.
- 19.6 Non-Waiver. No waiver of any provision of this Agreement will be effective unless it is in writing signed by an authorized executive of the waiving Party and labeled as a "Waiver," and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. Non-enforcement of any provision of this Agreement by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 19.7 Severability. If a court of competent jurisdiction holds any term, covenant, or restriction of this Agreement to be illegal, invalid, or unenforceable, in whole or in part, the remaining terms, covenants, and provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated. If any provision in this Agreement is determined to be unenforceable in equity, then the court making that determination will have the power to reduce or limit such provision, and such provision will be then enforceable in equity in its reduced or limited form.
- 19.8 Headings. The headings used in this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of the terms hereof.
- 19.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all

of which together shall be deemed to be one and the same instrument.

- 19.10 Entire Agreement. This Agreement, including the Summary of Terms and the exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications with respect to that subject matter.

20. Discrimination and Compliance with Laws

- 20.1 Parametrix agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
- 20.2 Parametrix and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- 20.3 Any violation of this Section shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the Client, in whole or in part, and may result in Parametrix's ineligibility to conduct further work for the Client.

21. Conflict of Interest; Non-Collusion

- 21.1 No officer, employee, or agent of the Client, nor any member of the immediate family of any such officer, employee, or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. Parametrix shall comply with all federal, state, and Client conflict of interest laws, statutes, and regulations. Parametrix represents that Parametrix presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of Parametrix's services and obligations hereunder. Parametrix further covenants that, in performance of this Contract, no person having any such interest shall be employed by Parametrix. Parametrix's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.
- 21.2 Parametrix warrants and represents that Parametrix has not, nor has any other member, employee, representative, agent, or officer of Parametrix, entered into or offered to enter into any combination, collusion, or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

22. Exhibits and Schedules

The following exhibits and schedules are hereby made a part of this Agreement:

- Exhibit A – Scope of Work
- Exhibit B – Task Scope of Work
- Exhibit C – Schedule of Compensation

Signature Page – Professional Services Agreement

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Execution Date referred to in the Summary of Terms.

CLIENT

By: _____

Name: _____
(Please Print)

Title: _____

Date: _____

PARAMETRIX, INC.

By: _____

Name: _____
(Please Print)

Title: _____

Date: _____

Exhibit A – Scope of Work

Scope of Work includes on-call professional engineering and planning services on an as needed basis for project task work and non-project work as more specifically described below. The services are to be defined in an individual Council-approved Scope of Work and Budget for each project task or as defined by City Staff for non-project task work either verbally or via email or other written communication.

Transportation Planning and Traffic Engineering

- Corridor studies
- Comprehensive plans
- Transportation modeling
- Roundabout modeling and site analysis
- Traffic impact analysis
- Traffic impact fee analysis
- Traffic calming analysis

Design Engineering

- Preparation of Contract Documents (Plans and Specifications for bidding) for:
 - Freeways, highways, and interchanges
 - Arterials and local streets
 - Intersections including roundabouts and/or signalized controls
 - Storm sewer and stormwater mitigation
 - Multi-modal transit centers
 - Traffic calming
 - Non-motorized facilities such as paths, bike lanes, sidewalks, and joint-use facilities
 - Low-impact development best management practices
- Utility Coordination, Design, and Relocation:
 - Facilities such as pump stations, treatment plants, disinfection stations, and storage reservoirs
 - Low-impact development best management practices
- Utility Design, Coordination and Relocation

Survey

- Mapping
 - Topographic Mapping and Basemap Preparation
 - Construction Staking
- Right of Way
 - Determination and mapping of R.O.W., easements, tracts, etc.
 - Legal descriptions and exhibits
 - Preparation of R.O.W. plans
 - R.O.W. acquisition assistance

Stormwater Runoff Mitigation Design

- Stormwater comprehensive planning and hydraulic modeling
- Hydrologic modeling using single event and continuous runoff models (SBUH, WWHM, MGS Flood, etc.)
- Stormwater mitigation determination, BMP selection and design
- Drainage report preparation
- Stormwater Pollution Prevention Plan preparation
- Low Impact Development BMP selection and design

Structural Engineering

- Federal, state, and local bridge design
- Retaining walls and engineered embankment design
- Type, size, and location reports for retaining walls and bridges
- Structural inspections
- Load rating

Environmental Services

- Environmental planning, permitting, and documentation (NEPA and SEPA)
- Environmental classification (federal funding requirement per LAG Manual, etc.)
- Environmental impact statements and assessments
- Wetland delineation and mitigation
- Stream delineation, classification and mitigation
- Wildlife biology
- Hazardous material investigation and remediation

Transit Planning and Design

- Multi-modal system planning
- Travel demand and patronage forecasting
- Transit facility planning
- Intermodal facility planning
- Light rail transit design
- Bus rapid transit design

Cost Estimating

- Planning level estimating
- Project level estimating

Funding Assistance

- Multi-modal system planning
- Travel demand and patronage forecasting
- Transit facility planning
- Highway, collector, and local roadway funding
- Grant writing assistance

Construction Services

- Construction Ad and Award Assistance
- Construction engineering support
- Construction administration and observation
- Construction documentation (e.g., LAG Manual compliance or equivalent to comply with Federal Acquisition Regulations and Audit requirements)

Exhibit B – Task Scope of Work

A large, empty rectangular box with a thin black border, occupying the central portion of the page. It is intended for the user to enter the details of the task scope of work.

Exhibit C – Schedule of Compensation

See attached Puget Sound Billing Rates.

Puget Sound Billing Rates - October 1, 2013 through September 30, 2014

Classification	Grade	Rate for Billing	Classification	Grade	Rate for Billing
CADD Operator I	8	\$80	Jr. Planner	8/9	\$75
CADD Operator II	9/10	\$90	Planner I	10	\$90
CADD Operator III	11	\$110	Planner II	11	\$105
CADD Supervisor/Technical Lead	12	\$125	Planner III	12	\$120
CADD Services Manager	14	\$135	Planner III	13	\$125
			Planner IV	14	\$140
Designer I	10	\$100	Sr. Planner	15	\$155
Designer II	11	\$110	Sr. Planner	16	\$175
Designer III	12	\$125	Sr. Planner	17	\$190
Designer III	13	\$140			
Designer IV	14	\$145	Jr. Scientist/Biologist	8/9	\$80
Sr. Designer	15	\$160	Scientist/Biologist I	10	\$85
Sr. Designer	16	\$170	Scientist/Biologist II	11	\$110
Sr. Designer	17	\$180	Scientist/Biologist III	12	\$115
			Scientist/Biologist III	13	\$125
Engineering Technician I	8	\$80	Scientist/Biologist IV	14	\$135
Engineering Technician II	9	\$90	Sr. Scientist/Biologist	15	\$160
Engineer I	10	\$100	Sr. Scientist/Biologist	16	\$170
Engineer II	11	\$110	Sr. Scientist/Biologist	17	\$180
Engineer III	12	\$125			
Engineer III	13	\$135	Environmental Technician I	8	\$90
Engineer IV	14	\$145	Environmental Technician II	9	\$95
Sr. Engineer	15	\$155	Environmental Technician III	10	\$100
Sr. Engineer	16	\$170			
Sr. Engineer	17	\$180	Hydrogeologist I	10	\$100
Sr. Consultant	18	\$190	Hydrogeologist II	11	\$105
Sr. Consultant	19	\$190	Hydrogeologist III	12/13	\$115
			Hydrogeologist IV	14	\$130
Jr. Surveyor	8	\$70	Sr. Hydrogeologist	15	\$150
Surveyor I	9	\$85	Sr. Hydrogeologist	16	\$175
Surveyor II	10	\$90	Sr. Hydrogeologist	17	\$180
Surveyor III	11	\$110			
Sr. Surveyor	12	\$125	GIS Technician	9	\$90
Sr. Surveyor	13/14	\$150	GIS Analyst	10	\$95
Survey Supervisor	15	\$160	Sr. GIS Analyst	11	\$100
Sr. Surveyor for Operations	17	\$175			
Survey Prevailing Wage*			Graphic Designer	11	\$90
			Sr. Graphic Designer	12	\$110
Construction Technician I	8/9	\$90			
Construction Technician II	10	\$105	Technical Aide	7	\$70
Construction Technician III	11	\$120	Sr. Technical Aide	8	\$80
Construction Technician IV	12	\$130	Project Coordinator	9	\$95
Sr. Construction Technician	13	\$140	Sr. Project Coordinator	10	\$100
Construction Manager I	11	\$110	Project Controls Specialist	11	\$110
Construction Manager II	12	\$130	Sr. Project Controls Specialist	12	\$120
Construction Manager III	13	\$140			
Construction Manager IV	14	\$145	Project Accountant	9	\$95
Sr. Construction Manager	15	\$155	Sr. Project Accountant	10	\$105
Sr. Construction Manager	16	\$165	Sr. Accounting Specialist	10	\$100
Sr. Construction Manager	17/18	\$190	Sr. Contract Administrator	11	\$125
Division Manager	16/17	\$195	Office Clerk	4	\$55
Division Manager	18/19	\$195	Receptionist	6	\$65
Operations Manager	17/18	\$195	Admin Assistant	6	\$65
Program Manager	19	\$195	Admin Assistant	7	\$70
Program Manager	20	\$195	Sr Admin Assistant	8	\$80
Principal Consultant	19	\$195	Sr Admin Assistant	9	\$90
Principal Consultant	20	\$195	Office Administrator	10/11	\$100
Principal	19/20	\$195	Sr. Office Administrator	12/13	\$125
			Office Administrative Manager	14/15	\$145
Publications Specialist I	9	\$85			
Publications Specialist II	10	\$95	Expert Witness		\$350
Sr. Publications Specialist	11	\$105			
Technical Editor	10	\$110			
Publications Supervisor	12	\$115			

Direct project expenses and reproduction costs are billed at cost plus 10%

Public hearing testimony services are billed at hourly rates plus 30%

* Prevailing Wage Rates apply to construction surveying on all Washington Public Works Projects.



City of Orting
City Council Staff Report

Date: August 7, 2014

Prepared By: Mark Bethune

Agenda Item: Sewer plant uniform cleaning agreement with Unifirst

Issue Synopsis:	The City wants to change uniform cleaning providers from Aramark to Unifirst to decrease expense
Background:	Aramark Uniform Service agreement expires October 16, 2014. The Council will be looking at an agreement with Unifirst for 60 months with a 90 day notice to terminate.
Policy Options:	Approve, amend, deny
Analysis:	Currently the City pays \$4500 a year for uniform cleaning at the sewer plant. This type of commercial cleaning is necessary due to the pathogens that even commercial washing machines cannot guarantee will be eliminated. Unifirst has offered to do the same cleaning service for \$2,600 a year. Thus a savings of \$1,900 a year and a savings of \$800 for the rest of 2014.
Fiscal Impact:	Fund(s): 408 Expenditure Required: Savings of \$800 for 2014 Amount Budgeted: \$4,500 Additional Appropriation Required: None
Policy Questions:	See above
Staff Recommendation:	Approve
Utility Committee Recommendation:	Approve
Attachments:	Unifirst Uniform Cleaning agreement, chart report

**Cintas Facility Services
WWTP and Parks**

Weekly Uniform Service Rates	Aramark	Cintas	Unifirst
Denis (weekly)			
Pants	\$3.01	\$1.05	\$4.18
Shirts	\$5.80	\$6.35	\$4.84
Ed (weekly)			
Coveralls	\$5.48	\$2.94	\$8.91
Facility Products (as needed)***			
Jumbo roll toilet Paper	\$2.65	\$4.59	\$3.50
Moisturizing Hand Soap	\$2.78	\$1.82	\$2.20
Papre Towels	\$4.33	\$6.88	\$7.50
Heavy Duty Hand Soap	\$6.36	\$2.37	\$17.25
Bag & Bag Rack	\$1.11	\$0.00	\$0.00
Weekly Service Charge	\$43.66	\$35.00	\$5.00
Total Uniform Services	\$75.18	\$61.00	\$53.38



City of Orting
City Council Staff Report

Date: August 7, 2014

Prepared By: Mark Bethune

Agenda Item: Park bathrooms cleaning agreement with Cintas

Issue Synopsis:	The city park bathrooms are difficult to clean and sanitize. A commercial company, Cintas, provides this service.
Background:	The Council will be looking at an agreement with Cintas for uniform cleaning. The company specializes in sanitation. The agreement is for 12 months and requires 90 day notice for termination.
Policy Options:	Approve, amend, deny
Analysis:	Cintas has proposed an agreement to provide full service cleaning to the downtown park men/women's bathroom and the north park bathroom. The cost is \$1,827.84 for 18 cleanings over a year. The frequency is flexible so that the city can have more cleaning in the summer than the winter. The city staff do not have the kind of commercial cleaning equipment sufficient to achieve a high level of sanitation in the bathrooms and the bathrooms typically have odors even after a thorough cleaning. Cintas demonstrated a cleaning for the city this summer and the results were excellent with all odors gone. Although the expense for staff cleaning has not been determined the staff spend at least 100 hours in this function plus the expense of cleaning materials and equipment.
Fiscal Impact:	Fund(s): 408 Expenditure Required: \$2,000 annually, \$326.40 for the rest of 2014. Amount Budgeted: \$25,000 Repair and maintenance + salaries/benefits Additional Appropriation Required: \$2,000
Policy Questions:	See above
Staff Recommendation:	Approve
Utility Committee Recommendation:	Approve
Attachments:	Cintas facility agreement + chart

Restroom Cleaning Services (Cintas)

Service	Rate	
Monthly restroom cleaning services	\$100.00	per visit
x 6 (off-peak months: October-March)	\$652.80	
Bi-Weekly restroom cleaning services	\$90.00	per visit
x 12 (high use: April thru Sept)	\$1,175.04	
2015 Total	\$1,827.84	
(2014 Oct, Nov Dec)	\$326.40	
2014 Total includes 8.8% tax		
2015 Total includes 8.8% tax		
***As needed, potential lower weekly costs)		
City has option to increase/decrease restroom cleaning services as needed, but must maintain a min. level of service for 12 months		



City of Orting
 Attn. Dean Kaelin
 110 Train Street Se
 Orting WA 98360
 360.893.2219
dkaelin@cityoforting.org

August 22, 2014
 Bid #: W2165J

Precision Concrete Cutting
 3191 North Canyon Road
 Provo, Utah 84604
 (801) 224-0025 - phone
 (801) 855-7150 - fax
 Federal ID #: 04-3800739

Color Key for Map



Sidewalk Cut
 Curb Cut
 Cracks
 X-Cuts

Total Ln. Ft.
 853.0

Total In. Ft.
 356.03

PRECISION CONCRETE CUTTING							
No.	Size	Size	Lineal Feet	Cut Type	Location	Inch Feet	Map Number
141	10.375	0.000	3	Cracks	317 Varner Ave driveway	15.56	1
161	2.500	1.625	4	Sidewalk	308 Calistoga St. SE	8.25	2
191	1.500	0.000	4	Xcut	404 Varner Street by Tree	3.00	3
192	1.500	0.000	4	Sidewalk	404 Varner Street by Tree	3.00	4
168	1.375	0.625	4	Sidewalk	Across 206 River Ave Directly in front of Tree	4.00	5
182	1.375	1.250	5	Sidewalk	108 Bridge Street	6.56	6
201	1.375	0.250	4	Sidewalk	423 Hardefeldt St SE	3.25	7
25	1.250	0.000	4	Sidewalk	120 Varner Ave	2.50	8
38	1.250	0.500	4	Sidewalk	228 Varner St SE. Corner	3.50	9
40	1.250	0.000	4	Xcuts	304 Varner St SE.	2.50	10
60	1.250	1.125	4	Sidewalk	422 Varner St.	4.75	11
148	1.250	1.000	4	Sidewalk	Intersection of Bridging and Varner St	4.50	12
167	1.250	1.000	4	Sidewalk	316 Calistoga St. SE - Possible Replacement - Chain Link Corner	4.50	13
8	1.125	0.000	5	Sidewalk	On Washington Ave across Law office of J. McMahon	2.81	14
24	1.125	0.000	4	Sidewalk	Ording Christian church	2.25	15
36	1.125	0.375	4	Sidewalk	228 Varner St SE.	3.00	16
172	1.125	0.000	4	Xcut	Across River Ave & Bridge St SE intersetion	2.25	17
173	1.125	0.000	4	Cracks	307 River Ave SE	2.25	18
45	1.000	0.250	4	Sidewalk	322 Varner St. By alley	2.50	19
63	1.000	0.500	4	Sidewalk	508 Mill St.	3.00	20
79	1.000	0.500	4	Sidewalk	112 River Ave., Northeast	3.00	21
83	1.000	0.000	4	Sidewalk	505 Factory St. SE.	2.00	22
95	1.000	0.000	1	Sidewalk	504 Factory St.	0.50	23
121	1.000	0.000	4	Cracks	312 Bridge St.	2.00	24
158	1.000	0.000	4	Sidewalk	306 Calistoga St. SE - By Hydrant	2.00	25
171	1.000	0.000	4	Xcut	Across River Ave & Bridge St SE intersetion	2.00	26
193	1.000	0.000	4	Sidewalk	416 Hardefeldt St SE by Tree	2.00	27
209	1.000	0.375	4	Sidewalk	419 Hardefeldt St	2.75	28
213	1.000	0.125	4	Sidewalk	419 Hardefeldt St	2.25	29
220	1.000	0.500	4	Sidewalk	By cut #13 - Patch	3.00	30
1	0.875	0.000	9	Sidewalk	Intersection of Washington Ave and Train Street by fire hydrant	3.94	31
108	0.875	0.500	4	Sidewalk	201 Bridge St.	2.75	32
7	0.750	0.000	5	Sidewalk	On Washington Ave across Law office of J. McMahon	1.88	33
13	0.750	0.000	4	Sidewalk	On Washington Ave in front 324	1.50	34
39	0.750	0.750	4	Sidewalk	304 Varner St SE.	3.00	35
43	0.750	0.250	4	Sidewalk	304 Varner St SE. Alley	2.00	36
80	0.750	0.375	4	Sidewalk	202 River Ave. SE.	2.25	37
81	0.750	0.125	4	Sidewalk	403 Factory St. SE.	1.75	38
87	0.750	0.000	2	Sidewalk	602 Factory St. SE.	0.75	39

90	0.750	0.000	4	Xcuts	602 Factory St. SE.	1.50	40
92	0.750	0.750	4	Sidewalk	Tan house across from 505 Factory St. SE. No address	3.00	41
114	0.750	0.375	4	Sidewalk	305 Bridge St.	2.25	42
116	0.750	0.000	3	Sidewalk	307 Bridge St.	1.13	43
119	0.750	0.000	2	Sidewalk	312 Bridge St.	0.75	44
125	0.750	0.250	4	Sidewalk	304 Bridge St. Severe	2.00	45
137	0.750	0.500	4	Sidewalk	411 Varner Ave	2.50	46
150	0.750	0.625	4	Xcuts	Calistoga St. & Ammons Ln SE, along Fence	2.75	47
166	0.750	0.375	4	Sidewalk	314 Calistoga St. SE - 2nd Driveway	2.25	48
186	0.750	0.625	4.5	Sidewalk	Side of 325 Varner Street	3.09	49
202	0.750	0.000	4	Xcut	423 Hardefeldt St SE	1.50	50
208	0.750	0.000	4	Xcut	Mint Green house - Hardefeldt St	1.50	51
212	0.750	0.500	4	Sidewalk	419 Hardefeldt St	2.50	52
5	0.625	0.250	5	Sidewalk	Intersection of Washington Ave and Bridge Street	2.19	53
9	0.625	0.000	4	Sidewalk	On Washington Ave across Law office of J. McMahon	1.25	54
11	0.625	0.000	3	Sidewalk	On Washington Ave in front 314	0.94	55
12	0.625	0.000	3	Sidewalk	On Washington Ave in front 314	0.94	56
17	0.625	0.500	7	Sidewalk	Calistoga Street East bank drive-through	3.94	57
22	0.625	0.000	4	Sidewalk	Ording Christian church	1.25	58
23	0.625	0.000	4	Sidewalk	Ording Christian church	1.25	59
46	0.625	0.000	4	Sidewalk	322 Varner St.	1.25	60
50	0.625	0.250	3	Cracks	322 Varner St. Driveway	1.31	61
59	0.625	0.000	2	Sidewalk	420 Varner St.	0.63	62
66	0.625	0.000	4	Sidewalk	401 Mill St.	1.25	63
68	0.625	0.375	4	Sidewalk	401 Mill St.	2.00	64
75	0.625	0.500	4	Sidewalk	508 Train St. SE.	2.25	65
78	0.625	0.250	4	Sidewalk	412 Train St. SE. Possible replace Spauling	1.75	66
86	0.625	0.000	4	Sidewalk	601 Factory St. SE.	1.25	67
99	0.625	0.250	4	Cracks	408 Factory St.	1.75	68
68	0.625	0.375	4	Sidewalk	401 Mill St.	2.00	69
Cost for 1" and Above:						\$6,091.31	
115	0.625	0.250	4	Sidewalk	307 Bridge St.	1.75	-
120	0.625	0.000	1	Cracks	312 Bridge St.	0.31	-
132	0.625	0.000	4	Cracks	415 Varner Ave driveway	1.25	-
149	0.625	0.000	4	Sidewalk	Calistoga St. & Ammons Ln SE, along Fence	1.25	-
152	0.625	0.625	4	Sidewalk	212 Calistoga St. SE	2.50	-
156	0.625	0.375	6	Sidewalk	302 Calistoga St. SE	3.00	-
162	0.625	0.125	4	Sidewalk	314 Calistoga St. SE - Driveway	1.50	-
169	0.625	0.375	4	Sidewalk	Across 208 River Ave	2.00	-
170	0.625	0.250	4	Sidewalk	Across River Ave & Bridge St SE intersetion	1.75	-
175	0.625	0.375	5	Cracks	307 River Ave SE	2.50	-
196	0.625	0.500	4	Sidewalk	416 Hardefeldt St SE	2.25	-
210	0.625	0.375	4	Sidewalk	419 Hardefeldt St	2.00	-
221	0.625	0.000	20	Sidewalk	Tan house by 314 Washington Ave	6.25	-
2	0.500	0.375	9	Sidewalk	Intersection of Washington Ave and Train Street next to electrical box	3.94	-
3	0.500	0.125	5	Sidewalk	On Washington Ave 50 ft south of electrical box	1.56	-
14	0.500	0.375	4	Sidewalk	On Washington Ave across Public Safety fire station	1.75	-
15	0.500	0.250	4	Sidewalk	On Washington Ave in front 412	1.50	-
16	0.500	0.250	21	Sidewalk	Corner of 162 Washington Ave. and Calistoga St., East	7.88	-
18	0.500	0.125	7	Sidewalk	Calistoga Street East bank drive-through	2.19	-
20	0.500	0.375	4	Sidewalk	Varners Ave., South East and Calistoga St., East by fire hydrant	1.75	-
27	0.500	0.250	4	Sidewalk	1203 Train St. SE. Corner	1.50	-
28	0.500	0.500	4	Sidewalk	204 Train St. SE.	2.00	-
29	0.500	0.000	4	Sidewalk	211 Varner St SE.	1.00	-
41	0.500	0.375	4	Sidewalk	304 Varner St SE.	1.75	-
44	0.500	0.375	4	Sidewalk	304 Varner St SE. Alley	1.75	-
47	0.500	0.000	4	Xcuts	322 Varner St.	1.00	-
48	0.500	0.000	4	Sidewalk	322 Varner St.	1.00	-
51	0.500	0.375	2	Sidewalk	407 Varner St.	0.88	-

53	0.500	0.250	5	Sidewalk	420 Varner St.	1.88	-
61	0.500	0.000	2	Sidewalk	502 Varner St.	0.50	-
62	0.500	0.250	4	Sidewalk	510 Mill St. driveway	1.50	-
69	0.500	0.000	4	Xcuts	401 Mill St.	1.00	-
77	0.500	0.500	4	Sidewalk	506 Train St. SE.	2.00	-
89	0.500	0.000	3	Sidewalk	602 Factory St. SE.	0.75	-
91	0.500	0.000	4	Xcuts	602 Factory St. SE.	1.00	-
93	0.500	0.375	4	Sidewalk	Tan house driveway across from 505 Factory St. SE. No address	1.75	-
96	0.500	0.250	4	Sidewalk	502 Factory St.	1.50	-
101	0.500	0.000	4	Sidewalk	408 Factory St.	1.00	-
102	0.500	0.000	2	Sidewalk	406 Factory St.	0.50	-
104	0.500	0.375	4	Sidewalk	306 River Ave. SE.	1.75	-
109	0.500	0.000	1	Sidewalk	201 Bridge St.	0.25	-
112	0.500	0.375	4	Sidewalk	207 Bridge St.	1.75	-
126	0.500	0.000	4	Sidewalk	304 Bridge St. Severe	1.00	-
134	0.500	0.250	4	Sidewalk	411 Varner Ave	1.50	-
135	0.500	0.250	4	Sidewalk	411 Varner Ave	1.50	-
136	0.500	0.375	4	Sidewalk	411 Varner Ave	1.75	-
138	0.500	0.250	4	Sidewalk	401 Varner Ave corner	1.50	-
139	0.500	0.000	4	Sidewalk	325 Varner Ave	1.00	-
140	0.500	0.125	4	Sidewalk	325 Varner Ave	1.25	-
142	0.500	0.500	4	Sidewalk	317 Varner Ave	2.00	-
143	0.500	0.500	4	Sidewalk	317 Varner Ave	2.00	-
144	0.500	0.125	4	Sidewalk	317 Varner Ave corner of fence	1.25	-
146	0.500	0.500	5	Sidewalk	317 Varner Ave open field	2.50	-
147	0.500	0.000	3	Sidewalk	Along Varner Ave. Side of 116 Bridge St. side of	0.75	-
153	0.500	0.500	4	Sidewalk	214 Calistoga St. SE	2.00	-
154	0.500	0.000	4	Sidewalk	214 Calistoga St. SE	1.00	-
155	0.500	0.000	4	Sidewalk	302 Calistoga St. SE	1.00	-
159	0.500	0.000	4	Xcut	308 Calistoga St. SE	1.00	-
160	0.500	0.000	4	Xcut	308 Calistoga St. SE	1.00	-
178	0.500	0.000	5	Sidewalk	102 Bridge Street SE	1.25	-
184	0.500	0.250	5	Sidewalk	116 Bridge Street	1.88	-
188	0.500	0.000	1	Cracks	301 Hardefeldt St SE	0.25	-
194	0.500	0.000	4	Sidewalk	416 Hardefeldt St SE	1.00	-
199	0.500	0.000	4	Sidewalk	422 Hardefeldt St SE - Gate	1.00	-
205	0.500	0.000	4	Sidewalk	Mint Green house - Hardefeldt St	1.00	-
207	0.500	0.125	4	Sidewalk	Mint Green house - Hardefeldt St	1.25	-
214	0.500	0.250	4	Sidewalk	419 Hardefeldt St	1.50	-
216	0.500	0.375	4	Sidewalk	415 Hardefeldt St - Telephone Pole	1.75	-
218	0.500	0.250	4	Sidewalk	407 Hardefeldt Street	1.50	-
219	0.500	0.000	4	Sidewalk	407 Hardefeldt Street - Corner	1.00	-
4	0.375	0.000	4	Sidewalk	On Washington Ave in front of Orting Liquor store	0.75	-
6	0.375	0.000	4	Sidewalk	On Washington Ave across Law office of J. McMahon	0.75	-
10	0.375	0.000	4	Xcuts	On Washington Ave in front 314	0.75	-
19	0.375	0.375	7	Sidewalk	Calistoga Street East bank drive-through	2.63	-
30	0.375	0.000	4	Xcuts	211 Varner St SE.	0.75	-
31	0.375	0.000	4	Xcuts	212 Varner St SE.	0.75	-
34	0.375	0.250	4	Sidewalk	216 Varner St SE.	1.25	-
35	0.375	0.000	4	Xcuts	228 Varner St SE.	0.75	-
37	0.375	0.000	4	Xcuts	228 Varner St SE.	0.75	-
42	0.375	0.000	4	Cracks	304 Varner St SE.	0.75	-
49	0.375	0.250	3	Sidewalk	322 Varner St. Driveway	0.94	-
52	0.375	0.250	4	Sidewalk	420 Varner St.	1.25	-
56	0.375	0.125	4	Sidewalk	420 Varner St.	1.00	-
58	0.375	0.375	4	Sidewalk	420 Varner St.	1.50	-
65	0.375	0.000	3	Sidewalk	401 Mill St.	0.56	-
67	0.375	0.000	3	Sidewalk	401 Mill St.	0.56	-
70	0.375	0.000	4	Sidewalk	401 Mill St. By tree	0.75	-
71	0.375	0.000	4	Sidewalk	401 Mill St. By tree	0.75	-
72	0.375	0.000	4	Xcuts	401 Mill St. By tree	0.75	-
73	0.375	0.125	4	Sidewalk	Long Mill Street side of 602 Factory St. SE.	1.00	-
74	0.375	0.000	4	Sidewalk	508 Train St. SE.	0.75	-
76	0.375	0.250	4	Sidewalk	506 Train St. SE.	1.25	-
82	0.375	0.000	5	Sidewalk	403 Factory St. SE.	0.94	-
84	0.375	0.000	4	Sidewalk	601 Factory St. SE.	0.75	-
85	0.375	0.125	4	Sidewalk	601 Factory St. SE.	1.00	-

94	0.375	0.000	4	Sidewalk	504 Factory St. driveway	0.75	-
97	0.375	0.375	4	Sidewalk	502 Factory St.	1.50	-
100	0.375	0.000	4	Cracks	408 Factory St.	0.75	-
103	0.375	0.250	4	Sidewalk	402 Factory St.	1.25	-
105	0.375	0.000	4	Sidewalk	306 River Ave. SE.	0.75	-
106	0.375	0.000	4	Sidewalk	201 Bridge St.	0.75	-
107	0.375	0.000	4	Sidewalk	201 Bridge St.	0.75	-
110	0.375	0.250	4	Sidewalk	201 Bridge St.	1.25	-
111	0.375	0.125	4	Sidewalk	201 Bridge St.	1.00	-
113	0.375	0.000	4	Sidewalk	303 Bridge St. Driveway	0.75	-
117	0.375	0.125	4	Sidewalk	312 Bridge St.	1.00	-
118	0.375	0.000	3	Cracks	312 Bridge St.	0.56	-
122	0.375	0.375	4	Sidewalk	House across from 307 Bridge St.	1.50	-
124	0.375	0.000	3	Sidewalk	204 Bridge St. Severe	0.56	-
127	0.375	0.000	2	Sidewalk	304 Bridge St. Severe	0.38	-
129	0.375	0.000	4	Sidewalk	505 Varner Ave	0.75	-
130	0.375	0.000	3.5	Sidewalk	425 Varner Ave	0.66	-
131	0.375	0.000	4	Cracks	415 Varner Ave driveway	0.75	-
133	0.375	0.000	4	Cracks	415 Varner Ave driveway	0.75	-
145	0.375	0.000	5	Cracks	317 Varner Ave open field	0.94	-
151	0.375	0.375	4	Sidewalk	Calistoga St. & Ammons Ln SE, along Fence - Asphalt	1.50	-
157	0.375	0.125	2.5	Sidewalk	306 Calistoga St. SE - By Hydrant	0.63	-
163	0.375	0.000	4	Xcut	314 Calistoga St. SE - Driveway	0.75	-
164	0.375	0.000	4	Sidewalk	314 Calistoga St. SE	0.75	-
165	0.375	0.000	2.5	Sidewalk	314 Calistoga St. SE	0.47	-
174	0.375	0.000	3	Cracks	307 River Ave SE	0.56	-
176	0.375	0.000	4	Sidewalk	111 Bridge Street SE	0.75	-
180	0.375	0.000	5	Sidewalk	102 Bridge Street SE	0.94	-
183	0.375	0.125	5	Sidewalk	108 Bridge Street	1.25	-
185	0.375	0.000	4	Sidewalk	Side of 325 Varner Street	0.75	-
187	0.375	0.000	3	Cracks	301 Hardefeldt St SE	0.56	-
189	0.375	0.000	4	Sidewalk	301 Hardefeldt St SE - Driveway	0.75	-
190	0.375	0.125	4	Sidewalk	Side of 401 Varner Street East by bush	1.00	-
195	0.375	0.000	4	Sidewalk	416 Hardefeldt St SE	0.75	-
197	0.375	0.000	4	Sidewalk	418 Hardefeldt St SE	0.75	-
198	0.375	0.375	4	Sidewalk	418 Hardefeldt St SE - End of Fence	1.50	-
200	0.375	0.250	4	Sidewalk	425 Hardefeldt St Se - By hydrant	1.25	-
203	0.375	0.125	4	Sidewalk	423 Hardefeldt St SE	1.00	-
204	0.375	0.125	4	Sidewalk	Mint Green house - Hardefeldt St	1.00	-
206	0.375	0.375	4	Sidewalk	Mint Green house - Hardefeldt St	1.50	-
211	0.375	0.000	4	Sidewalk	419 Hardefeldt St	0.75	-
215	0.375	0.250	4	Sidewalk	415 Hardefeldt St - Telephone Pole	1.25	-
222	0.375	0.250	4	Sidewalk	314 Washington Ave - Driveway	1.25	-
21	**Recommended for Replacement**			Replace	Varner Ave., East 106 replace	Recommend Replace	-
26	**Recommended for Replacement**			Replace	203 Train St. SE. Severe spalling - Replace	Recommend Replace	-
32	**Recommended for Replacement**			Replace	214 Varner St SE.	Recommend Replace	-
33	**Recommended for Replacement**			Replace	216 Varner St SE.	Recommend Replace	-
54	**Recommended for Replacement**			Replace	420 Varner St.	Recommend Replace	-
55	**Recommended for Replacement**			Replace	420 Varner St.	Recommend Replace	-
57	**Recommended for Replacement**			Replace	420 Varner St. Severe spalling gap	Recommend Replace	-
64	**Recommended for Replacement**			Replace	406 Mill St.	Recommend Replace	-
88	**Recommended for Replacement**			Replace	602 Factory St. SE.	Recommend Replace	-
98	**Recommended for Replacement**			Replace	502 Factory St. Very severe cracking and separation	Recommend Replace	-
123	**Recommended for Replacement**			Replace	House across from 307 Bridge St. Severe Spauling	Recommend Replace	-
128	**Recommended for Replacement**			Replace	304 Bridge St. Severe Spauling	Recommend Replace	-
177	**Recommended for Replacement**			Replace	111 Bridge Street SE	Recommend Replace	-
179	**Recommended for Replacement**			Replace	102 Bridge Street SE	Recommend Replace	-
181	**Recommended for Replacement**			Replace	102 Bridge Street SE	Recommend Replace	-
217	**Recommended for Replacement**			Replace	409 Hardefeldt St - Driveway	Recommend Replace	-
Totals:				853.0		356.03	
Remaining Hazards cost:						\$6,013.75	

**Fills and Replacements are the responsibility of the property owner and are only included for informational purposes. No charge is associated. Please note, this estimate does not include taxes and price is subject to change.

