

## Councilmembers

Position No.

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



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

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

May 25, 2016  
7 p.m.

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

Mayor Joachim Pestinger

### **A. 7:00 P.M. - CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL.**

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

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

- Minutes of May 11, 2016
- Payroll and Claims Warrants

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

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

#### **D. PRESENTATIONS:**

1. Confirmation of City Clerk

**Motion:** *Move to approve appointment of City Clerk.*

#### **E. COMMITTEE AND COUNCIL STANDING REPORTS:**

- Finance - **CM Ford /DM Birkes**
- Rules - **CM Harman/CM Drennen**
- Transportation- **CM Penner/CM McDonald**
- Emergency Preparedness – **CM Drennen/CM Ford**
- Mayor Report – **Mayor Pestinger**
- Miscellaneous activity reports, i.e. PSRC, special meetings, etc.

#### **F. PUBLIC HEARINGS:**

1. **AB16-47** – Closed Record Hearing -Village Green Ph.1 Div. 7

• **JC Hungerford**

**Motion:** *Move to approve / deny the Planning Commission recommendation on the Final Plat Phasing submittal of Village Green, Division 7- Phase One.*

## G. OLD BUSINESS:

1. **Discussion-** Bridgewater Plat Alternative Analysis
  - *Mayor Pestinger*

## H. NEW BUSINESS:

1. **AB 16-48-** Ordinance No. 2016-984, amending Section 9-1 Orting Municipal Code, relating to water use and regulations.
  - **CM McDonald / Scott Larson**  
**Motion:** *Move to adopt Ordinance No. 2016-984, amending Section 9-1 of the OMC, relating to water code regulations.*
2. **AB 16-49-** Resolution No. 2016-21, setting the penalty fees as described by 9-1-D-1B and 9-1D-2C of the OMC.
  - **CM McDonald/ Scott Larson**  
**Motion:** *Move to adopt Resolution No. 2016-21, setting the penalty fees as described by 9-1-D-1B and 9-1D-2C of the Orting Municipal Code.*
3. **AB16-50-** Washington Avenue Two-Way Left Turn project.
  - **JC Hungerford / CM McDonald**  
**Motion:** *Move to approve the scope and budget for the Washington Avenue Two-Way Left Turn Lane improvements. .*

- I. **PUBLIC COMMENTS:** *Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name and address for the record. Please limit your comments to 3 minutes. Thank you for attending.*

## J. EXECUTIVE SESSION

## K. ADJOURNMENT

**Motion:** *Move to Adjourn.*

### **Upcoming Meetings:**

**Next Regular Meeting: June 8, 2016 (PSB)**



# ORTING CITY COUNCIL MEETING MINUTES

Public Safety Building, 401 Washington Ave. SE

May 11, 2016

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

Mayor Joachim Pestinger called the meeting to order with the flag salute at 7:00 pm in the Orting Public Safety Building. Councilmember Gunther led the Pledge of Allegiance. Present: Deputy Mayor William Birkes, Councilmembers Scott Drennen, Barbara Ford, Josh Penner, Tod Gunther, Dave Harman and Nicola McDonald. Excused: Councilmember Penner.

### ATTENDANCE:

#### City Employees

Jane Montgomery, City Clerk  
Scott Larson, Treasurer

#### Professional Representatives

Charlotte Archer, Attorney- Kenyon Disend  
JC Hungerford, Engineer – Parametrix

#### Visitors (signed in)

Dixie Gatchel  
Buzz Grant  
Graham Hunt

## REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA

None

## B. CONSENT AGENDA

*Councilmember Ford moved to approve the Consent Agenda as prepared.  
Second by Councilmember Harmon. Motion carried (7-0).*

## C. COMMENTS FROM CITIZENS

None

## D. PRESENTATIONS

### 1. Foothill Rails to Trails- Foothills Trails Coalition

Councilmember Harmon introduced Dixie Gatchel who gave a power point presentation to the Council. Ms. Gatchel honored Ernie Bay for his contributions to the Trail system.

Buzz Grant then briefed the Council on the Foothills Rails to Trails Coalition.

## 2. School & Community Evacuation Drill

Councilmember Gunther gave a PowerPoint presentation on the School and Community Lahar Drill. The drill is performed annually. This year's drill will be on May 20<sup>th</sup>. Councilmember Gunther also spoke about every household being prepared for an emergency.

### E. COMMISSION REPORTS

Parks Commissioner Michele Gehring gave a report to the Council.

Planning Commissioner Brandon Hoyt gave a report to the Council.

### F. COMMITTEE AND STANDING REPORTS

**Finance-** Finance Committee Chair Barbara Ford reported that the May Finance Committee meeting has been rescheduled to May 23<sup>rd</sup>.

**Public Works-** Public Works Chair Nicola McDonald reported to Council on :

- Orville Road;
- Rainier Meadows;
- High Cedars.

**Public Safety-** No Report

**Emergency Evacuation Bridge System-** Councilmember Drennen reported on the May 6<sup>th</sup> meeting. He reported that progress has been made by the Engineering firm, and he discussed future funding efforts.

**Mayor's Report-** Mayor Pestinger asked the Council if they approved of using the services of Pete Butkus to facilitate the Council Retreat. **Action:** approved Pete Butkus. The Mayor introduced Charlotte Archer the City's new Attorney.

The Mayor then briefed on the following:

- Farmer's Market starts on June 10<sup>th</sup>.
- The award for the Calistoga Setback Levee;
- June 8<sup>th</sup> Community Network Meeting;
- Meeting with Congressman Dave Reichart;
- Meeting with County Executive;
- Chamber of Commerce meeting.

## G. PUBLIC HEARINGS

### AB16-43 – Closed Record Hearing -Village Green Ph.2 Div. 7

Mayor Pestinger opened the Hearing at 8:09 p.m.

JC Hungerford from Parametrix gave a brief update on Phase 2 of Village Green. He recommended moving approval of Planning Commission Recommendations to a future Council Meeting. **Action:** Move forward to a future Council meeting.

Mayor Pestinger Closed the Hearing at 8:11 p.m.

## H. OLD BUSINESS

### AB16-44 - Ordinance No. 2016-983, Astound Broadband Franchise Agreement.

- Mayor Pestinger

**Motion:** to adopt Ordinance No. 2016-983, granting to Astound Broadband, LLC, a limited liability company, a nonexclusive telecommunications franchise to install, construct, maintain, repair, and operate a telecommunications system within the public rights of way.

**Councilmember McDonald made a motion to approve Ordinance No. 2016-983. Second by Councilmember Penner. Motion Carried (7-0)**

### AB16-45 – Resolution No. 2016-20, Six Year TIP 2017-2022

- JC Hungerford, Parametrix-City Engineer

**Motion:** to adopt Resolution No. 2016-20, 2017-2022 Six Year TIP

JC Hungerford briefed on this agenda item. The Public Hearing took place at the Council meeting on the 27<sup>th</sup> of April. The deadline is July 1<sup>st</sup>.

**Councilmember Drennen made a motion to approve Resolution No. 2016-20. Second by Councilmember McDonald. Motion Carried (7-0)**

### Discussion - Bridgewater Plat Alternative Analysis

Mayor Pestinger briefed on this agenda item. It was decided that they should discuss this in an executive session later in the meeting.

## I. NEW BUSINESS

### AB16-46- Rainier Meadows Lift Station Upgrade

- JC Hungerford, Parametrix-City Engineer

**Motion:** to approve the scope and budget for the Rainier Meadows Lift Station Upgrade.

JC Hungerford and Councilmember McDonald briefed on the condition of the pumps. Discussion Ensued. This is a priority expense. Maintenance programs and practices were also discussed.

**Councilmember McDonald made a motion to approve the scope and budget for the Rainier Meadows Lift Station. Second by Councilmember Penner. Motion Carried (7-0)**

## **J. PUBLIC COMMENTS**

Chris Hopfauf expressed concerns about Management of the Police Department and general hiring practices of the department. He discussed Civil Service Rules and procedures. He also discussed his recent records request to the City regarding legal fees for the Pickens case and his concerns about the current administration.

## **K. EXECUTIVE SESSION**

Mayor Pestinger recessed the meeting to go into executive session at 8:32 p.m. The Mayor stated that the session is expected to last for 15 minutes and Council will not take action after they return. The purpose of the Executive session pursuant to RCW 42.30.110.1 (i), to discuss potential litigation regarding real estate.

*Councilmember Drennen moved to recess to executive session. Second by Councilmember McDonald.*

8:32 p.m. Recessed to Executive Session.

8:47 p.m. Extended for 15 minutes.

8:52 p.m. Extended for 3 minutes.

8:55 p.m. Meeting reconvened.

## **J. ADJOURN:**

*Deputy Mayor Birkes moved to adjourn. Second by Councilmember Penner Motion carried (7-0).*

Meeting ended at 8:56 p.m.

## **ATTEST:**

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Joachim Pestinger, Mayor

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Jane Montgomery, City Clerk

CITY OF ORTING  
VOUCHER/WARRANT REGISTER  
FOR MAY 25, 2016 COUNCIL

CLAIMS/PAYROLL VOUCHER APPROVAL

CITY OF ORTING

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

CLAIMS WARRANTS #43518 THRU #43568  
IN THE AMOUNT OF \$ 264,277.50

PAYROLL WARRANTS # 22487 THRU #22498  
IN THE AMOUNT OF \$ 116,235.73

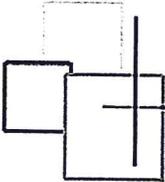
ARE APPROVED FOR PAYMENT ON MAY 25, 2016

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

COUNCILPERSON \_\_\_\_\_

COUNCILPERSON \_\_\_\_\_

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



# Fund Transaction Summary

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

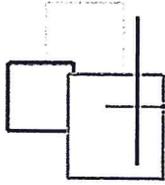
Account Number	Description	Amount
001	Current Expense	\$69,079.28
101	City Streets	\$45,393.17
104	Cemetery	\$2,134.98
105	Parks Department	\$16,348.67
320	Transportation Impact	\$35.87
401	Water	\$11,054.89
408	Wastewater	\$94,709.87
410	Stormwater	\$25,520.77
	<b>Count: 8</b>	<b>\$264,277.50</b>

# Register

Fiscal: 2016  
 Deposit Period: 2016 - May 2016  
 Check Period: 2016 - May 2016 - 2nd Council  
 Bank Accounts: Key Bank - 2000073  
 Register Types: Warrant  
 Show Outstanding: All  
 System Types: Financials  
 Outstanding Date: 5/20/2016 10:40:11 AM  
 Show Details: Hide

Number	Name	Print Date	Clearing Date	Amount
<b>Key Bank</b>				
<b>2000073</b>				
43518	Korum Automotive Group	5/12/2016		\$40,276.07
43519	Crystal & Sierra Springs	5/13/2016		\$84.18
43520	Keybank	5/13/2016		\$5,143.03
43521	Konica Minolta Business Solutions	5/13/2016		\$331.54
43522	Larson, Scott	5/13/2016		\$420.40
43523	Lemay Mobile Shredding	5/13/2016		\$135.06
43524	North Central Laboratorie	5/13/2016		\$239.47
43525	O'Reilly Auto Parts	5/13/2016		\$407.22
43526	Orting Auto Parts	5/13/2016		\$16.31
43527	Orting School Dist #344	5/13/2016		\$10.00
43528	Puget Sound Energy	5/13/2016		\$5,650.45
43529	SCORE	5/13/2016		\$2,161.00
43530	Spectral Laboratories	5/13/2016		\$183.00
43531	Sunnyside, City Of	5/13/2016		\$5,923.04
43532	Utilities Underground Location Center	5/13/2016		\$38.50
43533	Veltex Services	5/13/2016		\$1,520.00
43534	Puget Sound Energy	5/17/2016		\$38,255.90
43535	Associated Petroleum Products INC	5/25/2016		\$1,446.78
43536	Bhc Consultants	5/25/2016		\$3,685.99
43537	Big J'S Outdoor Store	5/25/2016		\$1,440.00
43538	BSN Sports INC	5/25/2016		\$1,488.55
43539	Business Solutions Center	5/25/2016		\$69.95
43540	Cascade Towing-Bonney Lak	5/25/2016		\$138.72
43541	Comcast	5/25/2016		\$20.87
43542	DM Disposal Co., Inc	5/25/2016		\$1,047.02
43543	Enumclaw, City of	5/25/2016		\$780.00
43544	Evergreen Rural Water of	5/25/2016		\$645.60
43545	H D Supply Waterworks LTD	5/25/2016		\$70.73
43546	Honey Bucket-NW Cascade Inc	5/25/2016		\$502.50
43547	Kenyon Disend PLLC	5/25/2016		\$9,183.77

Number	Name	Print Date	Clearing Date	Amount
43548	Montgomery, Jane	5/25/2016		\$3,010.00
43549	Orca Pacific, Inc	5/25/2016		\$559.78
43550	Parametrix	5/25/2016		\$115,929.65
43551	Pierce County	5/25/2016		\$620.19
43552	Pitney Bowes Global	5/25/2016		\$434.83
43553	Platt	5/25/2016		\$77.29
43554	Popular Networks, Lic	5/25/2016		\$4,054.50
43555	Puget Sound Energy	5/25/2016		\$3,477.21
43556	Sarco Supply	5/25/2016		\$736.76
43557	Scientific Supply & Equip	5/25/2016		\$406.23
43558	SCORE	5/25/2016		\$2,826.00
43559	Sneesby, Gayle	5/25/2016		\$91.00
43560	Sumner Lawn'n Saw	5/25/2016		\$186.31
43561	The Humane Society Tac/p.	5/25/2016		\$90.00
43562	Valley Sign	5/25/2016		\$146.88
43563	Vision Forms LLC	5/25/2016		\$2,320.80
43564	Wa. State Dept. of Ecolog	5/25/2016		\$4,302.00
43565	Washington Rock Quarries,	5/25/2016		\$1,233.24
43566	Water Management Lab Inc.	5/25/2016		\$160.00
43567	Wex Bank	5/25/2016		\$2,102.04
43568	Zumar Industries Inc	5/25/2016		\$207.14
	<b>Total</b>		<b>Check</b>	<b>\$264,277.50</b>
	<b>Total</b>		<b>2000073</b>	<b>\$264,277.50</b>
	<b>Grand Total</b>			<b>\$264,277.50</b>



# Custom Council Report

Vendor	Account Number	Invoice Number	Account Number	Notes	Amount
Associated Petroleum Products INC	43535	0905684-IN	101-542-30-32-00	Fuel	\$112.96
			401-534-80-32-00	Fuel	\$508.33
			401-534-80-32-01	Fuel	\$142.71
			408-535-80-32-00	Fuel	\$451.85
			408-535-80-32-01	Fuel	\$142.71
			410-531-38-32-01	Fuel	\$56.50
			410-531-38-32-02	Fuel	\$31.72
			<b>Total</b>	<b>\$1,446.78</b>	
Bhc Consultants	43536	0007757	001-558-60-41-02	Professional Services	\$3,685.99
				<b>Total</b>	<b>\$3,685.99</b>
Big J'S Outdoor Store	43537	16-073	001-594-21-64-44	PD Gun Safe	\$1,440.00
				<b>Total</b>	<b>\$1,440.00</b>
BSN Sports INC	43538	97829288 97874749 97887174	001-571-20-31-25	Uniforms	\$101.68
			001-571-20-31-25	Pee Wee T-Ball-Uniforms	\$1,212.05
			001-571-20-31-17	Adult Softball-Shirts	\$174.82
				<b>Total</b>	<b>\$1,488.55</b>
Business Solutions Center	43539	352-MAY2016	001-514-23-31-01	Business Cards-Cashier	\$9.52
			001-521-21-41-49	Shipping of Evidence	\$8.30
			401-534-10-31-00	Shipping of Diffusers	\$4.53
			401-534-10-31-00	Business Cards-Cashier	\$9.52
			408-535-10-31-00	Shipping of Diffusers	\$4.52
			408-535-10-31-00	Business Cards-Cashier	\$9.52
			410-531-38-31-00	Shipping of Diffusers	\$4.52
			410-531-38-31-00	Business Cards-Cashier	\$9.52
	<b>Total</b>	<b>\$59.95</b>			
Cascade Towing-Bonney Lak	43540	22248	001-521-21-49-00	Towing of 08 Dodge Charger-XMT48801D	\$138.72
				<b>Total</b>	<b>\$138.72</b>
Comcast	43541	0005839-MAY2016	001-514-23-42-00	City Hall Cable	\$6.95
			401-534-10-42-01	City Hall Internet	\$6.96

Vendor	Number	Invoice	Account Number	Notes	Amount
Comcast	43541	0005839-MAY2016	408-535-10-42-01	City Hall Internet	\$6.96
				<b>Total</b>	<b>\$20.87</b>
Crystal & Sierra Springs	43519	5225720 043016	401-534-10-31-00	Water for Public Works	\$53.91
			408-535-10-31-00	Water for Public Works	\$30.27
				<b>Total</b>	<b>\$84.18</b>
DM Disposal Co., Inc	43542	6613433	408-535-60-47-00	WWTP-Garbage Service	\$1,047.02
				<b>Total</b>	<b>\$1,047.02</b>
Enumclaw, City of	43543	04717	001-523-60-41-00	Jail Fees-April 2016	\$780.00
				<b>Total</b>	<b>\$780.00</b>
Evergreen Rural Water of	43544	31461	401-534-50-49-01	Annual Membership	\$645.60
				<b>Total</b>	<b>\$645.60</b>
H D Supply Waterworks LTD	43545	F448483	401-534-50-48-02	Meter Gaskets	\$70.73
				<b>Total</b>	<b>\$70.73</b>
Honey Bucket-NW Cascade Inc	43546	2-1650294	408-535-60-48-04	Honey Bucket Service-Cemetery	\$50.00
		2-1665154	408-535-60-48-04	Gratzer Parl	\$197.50
		2-1665155	408-535-60-48-04	Calistoga Park	\$127.50
		2-1666062	408-535-60-48-04	Whitehawk Park	\$127.50
				<b>Total</b>	<b>\$502.50</b>
Kenyon Disend PLLC	43547	184051-184052-184053-184054-184055	001-515-30-41-01	Legal Attorney-April 2016	\$3,500.00
			001-515-30-41-02	Legal Attorney-April 2016	\$3,111.86
			001-521-50-41-02	Legal Attorney-April 2016	\$851.48
			401-534-10-41-04	Legal Attorney-April 2016	\$1,720.43
				<b>Total</b>	<b>\$9,183.77</b>
Keybank	43520	4412-May2016	001-521-20-31-01	Full Face Helmet for Motorcycle Officer	\$239.13
			001-521-30-31-04	Acrobat Pro Software	\$16.31
			001-521-50-48-02	Oil Change-Brake Check-Tune Up	\$285.80
			001-521-50-48-03	Cleaning of PD Holding Cell	\$268.59
			001-521-50-48-04	Magpul Armorers Wrench	\$82.11
			001-594-21-64-46	Panasonic Computer for Vehicle	\$2,456.60
		4438-May2016	001-512-50-31-00	Blinds for Court Window	\$18.57
			001-571-20-31-01	Park & Rec Storage	\$160.00
			001-571-20-31-01	Park & Rec Storage	\$160.00

Vendor	Number	Invoice	Account Number	Notes	Amount	
Keybank	43520	4438-May2016	001-571-20-31-23	Soccer Balls	\$132.83	
			001-571-20-31-25	Baseballs	\$662.44	
			101-542-30-48-04	Hoses for Grader FA 1010	\$60.86	
			401-534-10-31-00	Storge for I Pad	\$3.33	
			401-534-10-31-00	Office Supplies	\$39.58	
			408-535-10-31-00	Storge for I Pad	\$3.33	
			408-535-10-31-00	Office Supplies	\$39.57	
			408-535-10-31-00	Dog Waste Bags	\$169.74	
			410-531-38-31-00	Storge for I Pad	\$3.33	
			410-531-38-31-00	Supplies for River Cleanup	\$36.85	
			410-531-38-31-00	Sandwiches for River Cleanup	\$84.86	
			4461-May2016	001-511-60-41-01	Emergency Management Forum- Barbara Ford	\$60.00
				001-513-10-49-00	Management Lunch	\$55.83
				101-542-30-48-02	Battery for School Cross Walk Light	\$88.59
				401-534-50-48-02	Battery for Well 1 & Well 3	\$14.78
<b>Total</b>		<b>\$5,143.03</b>				
Konica Minolta Business Solutions	43521	00281471	001-594-21-75-00	PD Copier Lease	\$331.54	
			<b>Total</b>		<b>\$331.54</b>	
Korum Automotive Group	43518	1762	101-594-44-61-03	2015 Ford F350-Flat Bed Dump	\$12,082.82	
			104-594-36-64-09	2015 Ford F350-Flat Bed Dump	\$2,013.80	
			105-594-76-63-42	2015 Ford F350-Flat Bed Dump	\$14,096.62	
			401-594-34-64-61	2015 Ford F350-Flat Bed Dump	\$4,027.61	
			408-594-35-64-58	2015 Ford F350-Flat Bed Dump	\$4,027.61	
			410-594-31-67-12	2015 Ford F350-Flat Bed Dump	\$4,027.61	
			<b>Total</b>		<b>\$40,276.07</b>	
Larson, Scott	43522	May2016-300	001-514-40-41-49	Meals-Mileage-Hotel for Labor Relations Training	\$420.40	
<b>Total</b>					<b>\$420.40</b>	
Lemay Mobile Shredding	43523	4475072	001-521-20-31-06	PD Shredding	\$70.04	
		4475214	001-514-23-31-02	City Hall Shredding	\$65.02	
		<b>Total</b>		<b>\$135.06</b>		
Montgomery, Jane	43548	MAY2016-400	001-514-20-41-01	Consultnt for City Clerk-May 2-13	\$3,010.00	
<b>Total</b>					<b>\$3,010.00</b>	
North Central Laboratorie	43524	371839	408-535-10-31-00	Lab Supplies	\$239.47	
			<b>Total</b>		<b>\$239.47</b>	

Vendor	Number	Invoice	Account Number	Notes	Amount
O'Reilly Auto Parts	43525	1265583-May2016	001-521-50-48-02	Velcro Tape	\$4.34
			001-521-50-48-02	Tire Shine	\$7.06
			001-521-50-48-02	Clock	\$15.22
			001-521-50-48-02	Fuel Cleaner-Oil Stabilizer	\$18.80
			101-542-30-48-04	Filter-Grader FA1010	\$5.58
			105-576-80-48-01	Vac Tube Mower 321	\$0.30
			105-576-80-48-01	Fuel Filter FA 1049	\$14.80
			105-576-80-48-01	Warning Light for Gator FA1049	\$44.63
			105-576-80-48-01	Alternator FA 1004	\$220.37
			105-576-80-48-02	Ball Mount FA 1028	\$35.89
			408-535-50-35-00	Rotary Tool	\$40.23
				<b>Total</b>	<b>\$407.22</b>
			Orca Pacific, Inc	43549	21137
	<b>Total</b>	<b>\$559.78</b>			
Orting Auto Parts	43526	1000-May2016	001-521-50-48-02	Brake Light Bulb	\$6.19
			001-521-50-48-02	Oil Absorbent	\$10.12
				<b>Total</b>	<b>\$16.31</b>
Orting School Dist #344	43527	TWLTL Improvements Parcel 103	320-595-30-63-04	SR162 TWLTL Improvements Project Parcel 103	\$10.00
				<b>Total</b>	<b>\$10.00</b>
Parametrix	43550	01-76922	401-534-10-41-16	Watr CIP Update-Project Mqanagement	\$62.93
			401-534-10-41-16	Water CIP Update-CIP Update	\$174.16
			401-594-34-63-35	Rainier Lane SE Construction Services-Project Office Engineering	\$37.85
			401-594-34-63-35	Rainier Lane SE Construction Services-Project Management	\$846.78
			408-535-20-41-10	Sewer CIP Update-Project Management	\$26.58
			408-535-20-41-10	Sewer CIP Update-CIP Update	\$261.24
			408-594-35-41-01	Biosolids Removal-Project Management	\$348.32
			408-594-35-63-30	Rainier Lane SE Construction Services-Project Office Engineering	\$37.85
			408-594-35-63-30	Rainier Lane SE Construction Services-Project Management	\$846.78
			410-531-31-41-21	Levee Grants-Calistoga Setback	\$174.16
			410-594-31-63-28	Rainier Lane SE Construction Services-Project Management	\$658.60

Vendor	Invoice Number	Invoice	Account Number	Notes	Amount
Parametrix	43550	01-76922	410-594-31-63-29	Rainier Lane SE Construction Services-Project	\$29.43
		01-76924	101-595-30-41-02	Office Engineering SR162 TWLT- Project Management Fixed Fees	\$125.04
			101-595-30-41-02	SR162 TWLT- Project Management	\$1,051.44
			101-595-30-41-02	SR162 TWLT-R/W Acquisition	\$1,386.34
			101-595-30-41-02	SR162 TWLT-Final Design	\$16,915.43
		01-76925	410-594-31-63-24	Construction Admin Assistance-Expense	\$29.72
			410-594-31-63-24	Construction Admin Assistance- Landscape	\$584.74
			410-594-31-63-24	Additional Services- Project Management	\$767.50
			410-594-31-63-24	Additional Services- PC Coordination	\$1,785.00
			410-594-31-63-24	Additional Services- Mitigation Plan Revisions	\$2,560.00
			410-594-31-63-24	Construction Admin Assistance- Construction Observation General Development	\$3,966.38
		01-76926	001-524-20-41-02	General Consulting	\$2,837.50
			001-525-60-41-00	General Consulting	\$4,498.75
			101-542-30-41-01	General Consulting- Streets	\$2,525.00
			101-595-10-40-01	Emergency Evac- Bridge System- Project Management	\$1,697.50
			101-595-20-60-01	Emergency Evac- Bridge System- ROW Acquisition	\$846.25
			101-595-30-60-03	Emergency Evac- Bridge System-Utility Relocation	\$2,465.00
			408-535-10-41-01	General Consulting- Sewer	\$4,685.00
			408-535-10-41-01	General Consulting- Sewer	\$4,840.52
			408-594-35-41-01	Biosolids Pre- Design-Eng Report	\$450.00
			408-594-35-41-01	Biosolids Pre- Design-Project Mgmt	\$765.00
			408-594-35-41-13	Eldredge Ave NW SS Rehab Design- Bidding Assistance	\$837.50
			408-594-35-41-13	Eldredge Ave NW SS Rehab Design- Project Mgmt	\$1,015.00
			408-594-35-41-13	Eldredge Ave NW SS Rehab Design- Contract Docs	\$1,995.00
			408-594-35-63-25	HC FM & LS Construction Project Mgmt	\$331.50

Vendor	Number	Invoice	Account Number	Notes	Amount			
Parametrix	43550	01-76926	408-594-35-63-25	HC FM & LS Construction Services- Construction Staking	\$2,953.07			
			408-594-35-63-25	HC FM & LS Construction Services- Construction Observation	\$3,705.75			
			408-594-35-63-25	HC FM & LS Construction Services- Construction Office Eng	\$11,534.25			
			408-594-35-63-26	HC FM & LS Construction Project Mgmt	\$221.00			
			408-594-35-63-26	HC FM & LS Construction Services- Construction Staking	\$1,968.71			
			408-594-35-63-26	HC FM & LS Construction Services- Construction Observation	\$2,470.50			
			408-594-35-63-26	HC FM & LS Construction Services- Construction Office Eng	\$7,689.50			
			410-531-39-41-01	General Consulting	\$2,405.00			
			410-594-31-63-40	Kansas ST Outfall- Project Management	\$26.25			
			410-594-31-63-40	Kansas ST Outfall- Topographic Survey	\$85.00			
			410-594-31-63-40	Kansas ST Outfall- Design	\$2,641.25			
			01-76927	001-524-20-41-02	Village Green Div 8- Project Expenses	\$770.00		
				001-524-20-41-02	Village Green Div 8- Construction Services	\$7,236.25		
			07-76923	001-524-20-41-02	Village Green Div 7- Project Expenses	\$19.31		
				001-524-20-41-02	Village Green Div 7- Design Review	\$1,463.87		
				001-524-20-41-02	Village Green Div 7- Construction Services	\$8,274.15		
					<b>Total</b>	<b>\$115,929.65</b>		
			Pierce County	43551	CI-216227 C-104188	001-514-30-49-01	Release of Lien	\$34.00
						401-594-34-63-02	Orville RD-Water Transmission/Distrib ution Line Easement	\$78.00
						001-566-00-51-00	1st QRT Liquor Excise Tax	\$508.19
		<b>Total</b>	<b>\$620.19</b>					
Pitney Bowes Global	43552	3300389296	001-514-23-45-00	Postage Machine Lease	\$434.83			
			<b>Total</b>	<b>\$434.83</b>				

Vendor	Number	Invoice	Account Number	Notes	Amount
Platt	43553	J403606	401-534-50-48-02	Light Bulbs	\$77.29
				<b>Total</b>	<b>\$77.29</b>
Popular Networks, Llc	43554	18346	001-512-50-41-01	Computer Maintenance	\$15.37
			001-513-23-41-01	Computer Maintenance	\$76.87
			001-514-23-41-04	Computer Maintenance	\$199.85
			001-524-20-41-01	Computer Maintenance	\$153.73
			001-525-60-41-03	Disaster Recovery Backup-Server	\$822.29
			001-575-50-41-03	Computer Maintenance	\$138.36
			101-542-30-41-04	Computer Maintenance	\$76.87
			104-536-20-41-01	Computer Maintenance	\$30.75
			401-534-10-41-05	Computer Maintenance	\$322.84
			408-535-10-41-05	Computer Maintenance	\$322.84
			410-531-38-41-04	Computer Maintenance	\$199.86
		18352	001-521-30-31-04	Computer Maintenance-PD	\$1,672.26
			001-525-60-41-03	PSB Disaster Recovery Backup-Server	\$22.61
				<b>Total</b>	<b>\$4,054.50</b>
Puget Sound Energy	43555	200001247663-MAY2016	408-535-50-47-07	VC Lift Station	\$173.93
		200001247812-MAY2016	320-595-30-63-01	SR162 Signal	\$25.87
		200001248190-MAY2016	105-576-80-47-01	North Park	\$10.80
		200001248539-MAY2016	001-525-50-47-01	Lahar Siren	\$10.80
		200001532189-May2016	105-576-80-47-02	Main Park	\$162.74
			105-576-80-47-03	Bell Tower	\$69.74
		200002708986-MAY2016	408-535-50-47-05	VG Lift Station	\$230.00
		200003766280-MAY2016	001-514-21-32-01		\$19.25
			001-514-21-47-01		\$94.21
			001-524-20-32-05		\$37.82
			401-534-50-47-01		\$94.21
			401-534-50-47-09		\$19.24
			408-535-50-47-01		\$94.21
			408-535-50-47-08		\$19.24
		200009717931-MAY2016	401-534-50-47-04	Well 2	\$35.48
		200010396329-MAY2016	001-521-50-47-00	PSB	\$623.87
			001-522-50-47-00	PSB	\$623.88
		200010396543-May2016	105-576-80-47-01	North Park	\$90.49
		200010629349-MAY2016	101-542-63-47-01		\$11.75
			104-536-50-47-01		\$9.40
			401-534-50-47-01		\$14.09
			408-535-50-47-01		\$11.74
		20001248372-MAY2016	401-534-50-47-08	Well 3	\$205.94
		200014994137-MAY2016	410-531-38-47-00	VG Storm Pond	\$49.94
		200019613294-MAY2016	104-536-50-47-02	Cemetery Shop	\$56.55

Vendor	Number	Invoice	Account Number	Notes	Amount	
Puget Sound Energy	43528	200019646914-May2016	101-542-63-47-03	Street Lights	\$61.52	
	43555	20002114125-MAY2016	408-535-50-47-03	Lift Station 2	\$77.29	
		200021421298-MAY2016	408-535-50-47-06	Rainier Meadows Pump Station	\$25.87	
	43528	200022934653-MAY2016	001-575-50-47-01	MPC/Library	\$485.87	
		200024404523-MAY2016	408-535-50-47-02	Lift Station 1	\$92.99	
		220000846174-May2016	101-542-63-47-03	Street Lights	\$23.22	
	43534	300000002406-May2016	101-542-63-47-03	Street Lights	\$5,565.71	
		400001236365-High Cedars Forcemain	408-594-35-63-25	High Cedars Forcemain-Junction Vault	\$38,255.90	
					<b>Total</b>	<b>\$47,383.56</b>
	Sarco Supply	43556	1094179	105-576-80-48-03	Park Bathroom Supplies	\$176.13
			1094180	101-542-30-31-00	Council-Bathroom & Cleaning Supplies-20%	\$59.67
		105-576-80-31-00	Court-Bathroom & Cleaning Supplies-40%	\$59.66		
		410-531-38-31-00	Police-Bathroom & Cleaning Supplies-40%	\$59.66		
1094181		401-534-10-31-00	Public Works Bathroom Supplies	\$88.33		
		408-535-10-31-00	Public Works Bathroom Supplies	\$88.33		
1094182		001-514-23-31-02	City Hall Bathroom Supplies	\$28.81		
		401-534-10-31-00	City Hall Bathroom Supplies	\$28.81		
		408-535-10-31-00	City Hall Bathroom Supplies	\$28.81		
		410-531-38-31-00	City Hall Bathroom Supplies	\$28.81		
1094448		401-534-10-31-00	Public Works Cleaning Supplies	\$44.87		
		408-535-10-31-00	Public Works Cleaning Supplies	\$44.87		
		<b>Total</b>				<b>\$736.76</b>
Scientific Supply & Equip		43557	31420706	408-535-10-31-00	Lab Supplies	\$406.23
				<b>Total</b>		
SCORE	43529	1747-1825	001-523-60-41-00	Credit on Jan Fees	(\$1,450.00)	
			001-523-60-41-00	Jail Fees-Feb 2016	\$3,611.00	
	43558	1941	001-523-60-41-00	Jail Fees-April 2016	\$2,826.00	
				<b>Total</b>	<b>\$4,987.00</b>	
Sneesby, Gayle	43559	MAY2016-401	001-512-50-41-00	Court Help 5/7/2016	\$91.00	
			<b>Total</b>			
Spectral Laboratories	43530	108602	408-535-10-41-03	Lab Testing	\$183.00	
			<b>Total</b>			
Sumner Lawn'n Saw	43560	281393	105-576-80-48-01	Mower Blade	\$31.24	
		281482	105-576-80-48-01	Trim Line-Engine Oil	\$77.54	

Vendor	Account Number	Invoice	Account Number	Notes	Amount
Sumner Lawn'n Saw	43560	281482	410-531-38-48-01	Trim Line-Engine Oil	\$77.53
				<b>Total</b>	<b>\$186.31</b>
Sunnyside, City Of	43531	727	001-523-60-41-00	Jail Fees-March 2016	\$5,082.00
		730	001-523-60-41-00	Inmate Medications	\$841.04
				<b>Total</b>	<b>\$5,923.04</b>
The Humane Society Tac/p.	43561	IVC0001634	001-554-30-31-00	Animal Control-April 2016	\$90.00
				<b>Total</b>	<b>\$90.00</b>
Utilities Underground Location Center	43532	6040181	401-534-60-41-00	Locates -April 2016	\$19.25
			408-535-60-41-00	Locates -April 2016	\$19.25
				<b>Total</b>	<b>\$38.50</b>
Valley Sign	43562	0124	101-594-44-61-03	2015 F350 Flat Bed Logos-FA1068	\$24.48
			104-594-36-64-09	2015 F350 Flat Bed Logos-FA1068	\$24.48
			105-594-76-63-42	2015 F350 Flat Bed Logos-FA1068	\$24.48
			401-594-34-64-61	2015 F350 Flat Bed Logos-FA1068	\$24.48
			408-594-35-64-58	2015 F350 Flat Bed Logos-FA1068	\$24.48
			410-594-31-67-12	2015 F350 Flat Bed Logos-FA1068	\$24.48
				<b>Total</b>	<b>\$146.88</b>
Veltex Services	43533	MAY2016-301	001-514-21-41-01	Monthly Janitorial Services-40%	\$272.00
			001-524-20-49-02	Monthly Janitorial Services-10%	\$68.00
			001-575-50-41-02	MPC Floor Care	\$500.00
			401-534-10-31-00	Monthly Janitorial Services-20%	\$136.00
			408-535-10-31-00	Monthly Janitorial Services-20%	\$136.00
			410-531-38-31-00	Monthly Janitorial Services-10%	\$68.00
		MAY2016-302	001-514-21-41-01	Monthly Janitorial Services	\$136.00
			001-524-20-49-02	Monthly Janitorial Services	\$34.00
			401-534-10-31-00	Monthly Janitorial Services	\$68.00
			408-535-10-31-00	Monthly Janitorial Services	\$68.00
			410-531-38-31-00	Monthly Janitorial Services	\$34.00
				<b>Total</b>	<b>\$1,520.00</b>
Vision Forms LLC	43563	3559	401-534-10-31-00	Utility Bill Processing & Mailing	\$27.44
			401-534-10-42-00	Utility Bill Processing & Mailing	\$68.94

Vendor	Number	Invoice	Account Number	Notes	Amount			
Vision Forms LLC	43563	3559	408-535-10-31-00	Utility Bill Processing & Mailing	\$27.43			
			408-535-10-42-00	Utility Bill Processing & Mailing	\$68.94			
			410-531-38-31-00	Utility Bill Processing & Mailing	\$27.44			
			410-531-38-42-00	Utility Bill Processing & Mailing	\$68.95			
			001-525-30-30-00	Insert for City Wide Lahar Evacuation Drill	\$195.19			
			401-534-10-31-00	Utility Bill Processing & Mailing	\$180.22			
			401-534-10-42-00	Utility Bill Processing & Mailing	\$431.94			
			408-535-10-31-00	Utility Bill Processing & Mailing	\$180.21			
			408-535-10-42-00	Utility Bill Processing & Mailing	\$431.94			
			410-531-38-31-00	Utility Bill Processing & Mailing	\$180.22			
			410-531-38-42-00	Utility Bill Processing & Mailing	\$431.94			
			<b>Total</b>				<b>\$2,320.80</b>	
			Wa. State Dept. of Ecolog	43564	2016-RS-WAR045016	410-531-39-41-39	NPDES Monitoring	\$4,302.00
						<b>Total</b>		
Washington Rock Quarries,	43565	64208	105-594-76-63-38	Gravel for Gratzer Ball Fields	\$826.53			
		64337	105-594-76-63-38	Gravel for Gratzer Ball Fields	\$406.71			
		<b>Total</b>				<b>\$1,233.24</b>		
Water Management Lab Inc.	43566	149445	401-534-10-41-03	Lab Testing	\$160.00			
			<b>Total</b>				<b>\$160.00</b>	
Wex Bank	43567	45180656	001-521-20-32-00	Fuel-PD	\$2,102.04			
			<b>Total</b>				<b>\$2,102.04</b>	
Zumar Industries Inc	43568	0182189	101-542-64-49-00	Street Signs	\$207.14			
			<b>Total</b>				<b>\$207.14</b>	
<b>Grand Total</b>					<b>\$264,277.50</b>			



**City Of Orting  
Council Agenda Summary Sheet**

<b>AB16-47</b> <b>SUBJECT: Close Record Hearing -</b> Village Green, Phase One-Division 7, Final Planned Development and Plat	<b>Agenda Item #:</b>	<b>AB16-47</b>
	<b>For Agenda of:</b>	<b>05/25/16</b>
	<b>Department:</b>	<b>Planning</b>
	<b>Date Submitted:</b>	<b>02/26/16</b>

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

<b>Attachments: City of Orting Staff Report</b>
<b>SUMMARY STATEMENT:</b>  <i>The applicant requests Final Plat approval for Phase 1 Division 7 of the subject development, pursuant to OMC 12-6. The initial Village Green preliminary subdivision (PP01-03) was approved by the Orting City Council in 1993. Divisions 1, 2, 3 and 5 of that subdivision were constructed. In 2001, the remaining divisions (4, 6, 7 and 8) were redesigned and approved as a combined Preliminary Planned Development (PD01-01) and Subdivision (PP02-01). In 2016, Mitchell Development requested approval to phase final platting of Division 7 in two sections. Phase 1 will have 32 single family lots and Phase 2 (to be approved at a later date) will have 45 single family lots. No change in density from the approved 77 units is proposed. The Administration approved the minor amendment for phasing on February 3, 2016. This includes the construction of Williams Street NW and Van Ogle Lane NW as a "loop". Lots 31 and 32 will be accessed by a private easement extending from the end of Van Ogle Lane NW. The average lot size is 7,550 square feet. This recommendation pertains only to the Phase 1 final plat for 32 lots of the Division.</i>
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>
<b>RECOMMENDED ACTION: MOTION to approve/deny the Planning Commission recommendation on the Final Plat phasing submittal of Village Green, Division 7, Phase One.</b>

THIRD AMENDMENT TO VACANT LAND PURCHASE AND SALE AGREEMENT

This Third Amendment to Vacant Land Purchase and Sale Agreement ("Third Amendment") is dated for reference purposes as of April 19, 2016 and is made by and between SSHI LLC, a Delaware Limited Liability Company, dba D.R. Horton ("Buyer"), and Mitchell Development, LLC, a Washington Limited Liability Company ("Seller" and, collectively with Buyer, the "Parties").

RECITALS

- A. Seller and Buyer entered into that certain Vacant Land Purchase and Sale Agreement dated for reference purposes as of June 18, 2015, as amended by First Amendment dated for reference purposes as of August 10, 2015 and Second Amendment dated for reference purposes as of September 8, 2015 (collectively, the "Agreement"), concerning the purchase of 77 future single family Lots within that certain future subdivision located in the City of Orting (the "City"), Pierce County Washington to be known as Village Green Division 7. The Lots and the real property of which they are a part are more particularly described in the Agreement, which description is incorporated herein by reference (the "Property").
- B. Since Buyer issued its Notice of Suitability under the Agreement, the City has approved the processing of the final plat for the 77-Lot Subdivision in two separate phases, so that the portion of the Subdivision which is nearing completion can be finalized and the remainder of the Subdivision which requires additional time can be completed at a later date.
- C. The Parties now wish to further amend the Agreement to provide for two take downs of the Lots at two separate Closings to account for the newly approved phasing of the Subdivision. Unless otherwise defined herein, all capitalized terms have the same meanings as given them in the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Third Amendment, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Phasing Confirmations. The following representations and warranties are added to Section 10 of the Agreement:
  - a. Seller represents and warrants to Buyer that the City has approved the processing of the final plat for the Subdivision in two phases: the first phase ("Phase 1") to consist of Lots 1 through 32 ("Phase 1 Lots") and the second phase ("Phase 2") to consist of Lots 33 through 77 ("Phase 2 Lots"). The Site Plan attached to the Agreement as Exhibit A-2 shall be replaced with the Site Plans for Phase 1 and Phase 2 attached hereto as Schedule 1 to reflect the new phasing.
  - b. Seller represents and warrants to Buyer that no material changes have been made on the new phasing plans from the original Subdivision plans provided to Buyer and approved by the City, except for the separation of the Lots into Phase 1 and Phase 2, and except that on the Phase 2 Site Plan, the City has agreed that the initial Tract A of the original Subdivision (between Lots 56-59 and 49-55) can be eliminated from the final plat for Phase 2 and that access to Lots 49 through 55 can be had from O'Farrell Lane NW.
2. Closing.
  - a. The Lots shall now be closed in two separate takedowns. As such, the first two sentences of Section 4 of Addendum No. 1 are deleted and replaced with the following new sentences:



"Buyer shall purchase the Phase 1 Lots (Lots 1-32) and the closing of such Lots shall occur on the date that is 5 business days after the Substantial Completion Date for Phase 1. Buyer shall purchase the Phase 2 Lots (Lots 33-77) and the closing of such Lots shall occur on the date that is 5 business days after the Substantial Completion Date for Phase 2. Buyer's closing of both sets of Lots (each a "Closing") shall take place at the offices of or through Escrow Holder and the date of Closing for each takedown (each, a "Closing Date") shall occur as set forth herein." Section 3 of the Form 34 Addendum is also revised accordingly.

- b. All Closing conditions in, and all obligations of Seller at Closing under, the Agreement (as amended herein) shall be applicable to each set of Lots at each Closing; provided that the HOA Documents must be completed for the entire Subdivision and Seller must complete the addition of the entire Subdivision to the existing master homeowner's association and master CC&Rs for the larger Village Green area, as stated in the current Agreement, before the first Closing.
3. Purchase Price; Earnest Money; Commissions. The Purchase Price, Earnest Money and commissions under the existing Agreement shall be split on a prorata basis to account for the new takedowns of Lots hereunder, as follows:
- a. The Purchase Price for the Phase 1 Lots at the first Closing shall be \$2,284,800, and \$114,240 of the Earnest Money now being held by Escrow Holder shall be applied as a credit to such Purchase Price at the first Closing.
  - b. The Purchase Price for the Phase 2 Lots at the second Closing shall be \$3,213,000, and the remaining \$160,650 of the Earnest Money now being held by Escrow Holder shall be applied as a credit to such Purchase Price at the second Closing.
  - c. The 4% commission due to be shared 50/50 between Seller's Broker and Buyer's Broker shall be paid at each Closing by Seller based on the split in Purchase Price set forth above.
4. Substantial Completion.
- a. As used throughout the Agreement as amended herein, "Substantial Completion" of the Phase 1 Lots shall mean that all requirements of Exhibit D of Addendum No. 1 (as revised) have been met with respect to all aspects of Phase 1 and each of the Phase 1 Lots to Buyer's reasonable satisfaction. The "Substantial Completion Date" for Phase 1 shall be the date when all Substantial Completion requirements for Phase 1 have been met. As used throughout the Agreement as amended herein, "Substantial Completion" of the Phase 2 Lots shall mean that all requirements of Exhibit D of Addendum No. 1 (as revised) have been met with respect to all aspects of Phase 2 and each of the Phase 2 Lots to Buyer's reasonable satisfaction. The "Substantial Completion Date" for Phase 2 shall be the date when all Substantial Completion requirements for Phase 2 have been met. Neither Closing shall occur until all applicable Substantial Completion requirements have been met, as reasonably confirmed by Buyer and Buyer shall have 7 business days after any Seller notice under Section 16 of the Agreement to confirm Substantial Completion in each case. Seller shall not post any performance bond in lieu of completing any work otherwise required before final plat in order to achieve Substantial Completion, without first obtaining Buyer's approval which may be withheld in its sole discretion.
  - b. Buyer agrees that final installation of the PSE streetlight system shall not delay Substantial Completion of Phase 1. Seller, however, agrees that full installation of the PSE streetlight system for the entire Subdivision (both Phase 1 and Phase 2), including any gravel backfill or other work required of Seller, shall be and remain a condition of Substantial Completion for Phase 2. Seller must ensure that the PSE streetlight system is fully installed and all backfill and other work

associated with the same is fully completed before Phase 2 will be deemed Substantial Complete. Seller remains fully responsible for paying all costs associated with the PSE streetlight system, its installation and any work required to complete such installation.

- c. Buyer further agrees that recording of the final plat maps for each Phase shall not delay Substantial Completion, so long as the City has approved and delivered each map into escrow to be held for concurrent Closing and recording of such maps as provided in this Third Amendment.

5. Developer Fees.

- a. The Second Amendment clarifies and confirms that Seller is required to pay all Developer Fees (as defined therein), including the Water GFCs, Water Facility Enhancement Charges, Sewer GFCs, Sewer Facility Enhancement Charges, Storm GFCs, Storm Facility Enhancement Charges and Park Impact Fees that are due at Final Plat per the chart attached to the Second Amendment and re-attached to this Third Amendment as Schedule 2 and all other fees due to the City at Final Plat (the "Final Plat Fees"). This would have otherwise required Seller to pay all Final Plat Fees for each set of Lots prior to and as a condition of each Closing.
- b. The parties understand that, subject to Seller completing all other conditions of Final Plat required by the City, the City has agreed to approve the Final Plats for each of Phase 1 and Phase 2 and to place the same into escrow pending payment of all required Final Plat Fees. The parties also understand that both Final Plats will be placed into escrow by the City under express instructions that neither are to be recorded without payment of all applicable Final Plat Fees being authorized to be made from escrow to the City from Seller's sale proceeds.
- c. As of the date of this Third Amendment, Seller represents that it owes the City Final Plat Fees for Phase 1 in the amount \$326,622.40. Upon Seller giving its notice of Substantial Completion under Section 16 of the Agreement for Phase 1, Seller shall request a final balance owed to the City for Phase 1 and invoice therefor and deliver the same to Buyer and Escrow Holder, copying the City for verification. At the first Closing, Buyer shall deposit the Purchase Price for Phase 1. Assuming Seller has met all other terms and conditions of the Agreement (as amended herein) for Phase 1, including all applicable Closing conditions, and Buyer has authorized Closing for Phase 1, Seller hereby irrevocably authorizes Escrow Holder to withhold from Seller's sale proceeds at such first Closing \$326,622.40 or such other amount shown in the City's final invoice for Phase 1 and to disburse such final amount to the City. Both Seller and Buyer shall provide escrow instructions at the first Closing that irrevocably authorize such withholding and disbursement upon the actual occurrence of the first Closing.
- d. Upon Seller giving its notice of Substantial Completion under Section 16 of the Agreement for Phase 2, Seller shall request a final balance of all Final Plat Fees owed to the City for Phase 2 and invoice therefor and deliver the same to Buyer and Escrow Holder, copying the City for verification. At the second Closing, Buyer shall deposit the Purchase Price for Phase 2. Assuming Seller has met all other terms and conditions of the Agreement (as amended herein) for Phase 2, including all applicable Closing conditions, and Buyer has authorized Closing for Phase 2, Seller hereby irrevocably authorizes Escrow Holder to withhold from Seller's sale proceeds at such second Closing the amount shown in the City's final invoice for Phase 2 and to disburse such final amount to the City. Both Seller and Buyer shall provide escrow instructions at the second Closing that irrevocably authorize such withholding and disbursement upon the actual occurrence of the second Closing.
- e. The Parties shall request Escrow Holder and Title Company to confirm prior to each Closing that all liens and monetary encumbrances have been or, as of Closing, will be removed from each of

Phase 1 and Phase 2, respectively, and that sufficient sales proceeds will exist thereafter to pay the City for all Final Plat Fees then owed. The foregoing shall be a condition of Closing under Section 14 of the Agreement. If sufficient sales proceeds will not exist, or if the City does not authorize recording of either Final Plat map concurrent with each Closing, then Buyer shall have all rights and remedies for the failure of a Closing condition under Section 14 of the Agreement.

- f. Seller acknowledges that, except as expressly set forth in this Section 5 above, nothing in this Third Amendment permits non-payment of any other Developer Fees described in the Second Amendment prior to Closing. Seller continues to be responsible for paying all other Developer Fees prior to and as a condition of each Closing, including paying all fees, costs and expenses associated with Substantial Completion and all other fees due to any governmental authorities and public and private utilities due in connection with Substantial Completion.
6. **Conditions to Closing.** Seller acknowledges that Final Plat is only one condition of Closing and that neither Closing shall occur, and Buyer shall not authorize the same, until Seller has completed all terms and conditions of the Agreement (as amended herein), including fully achieving Substantial Completion and meeting all other Closing conditions, as applicable to each Phase. Nothing in this Third Amendment shall be construed otherwise. Further, nothing in this Third Amendment waives any aspect of any Substantial Completion requirement set forth in Exhibit D to the Agreement (as revised); with respect to such Substantial Completion requirements, this Third Amendment solely adjusts how those requirements apply to each Phase and accounts for the payment of Final Plat Fees and concurrent Final Plat recording.
7. **Effect.** By executing below, Seller agrees that its signature hereon shall be binding and irrevocable for the period set forth in Section 8. As amended hereby, the terms and conditions of the Agreement are ratified and affirmed. If any conflict exists between the terms of this Third Amendment and the terms of the Agreement, the terms of this Third Amendment shall control with respect to such conflict. Except as modified by this Third Amendment, all of the terms and conditions of the Agreement shall continue in full force and effect and are incorporated herein by this reference.
8. **CORPORATE APPROVAL OF BUYER.** NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, NEITHER THIS AMENDMENT NOR ANY FUTURE AMENDMENT TO THE AGREEMENT SHALL BE A VALID AND ENFORCEABLE OBLIGATION OF BUYER UNLESS THE AMENDMENT IS EXECUTED BY EITHER ONE OF DONALD R. HORTON, DAVID AULD, BILL WHEAT, MICHAEL J. MURRAY OR J. MATT FARRIS EACH AN OFFICER OF BUYER, WITHIN TEN (10) BUSINESS DAYS AFTER THE EXECUTION AND DELIVERY OF THIS AMENDMENT OR ANY SUCH FUTURE AMENDMENT BY SELLER AND BUYER'S REPRESENTATIVE.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the day and year written below.

BUYER: **SSHI LLC** dba D.R. Horton,  
a Delaware limited liability company

SELLER: **MITCHELL DEVELOPMENT, LLC**,  
a Washington limited liability company

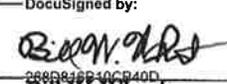
By: SHLR of Washington, Inc., a Washington  
corporation, its manager

  
By: Kevin Capuzzi  
Title: VP/Seattle Division  
Date: 4-20-16

  
By: Phillip Mitchell  
Its: Member  
Date: 4/21/16

**BUYER'S CORPORATE APPROVAL:**

SSHI LLC, a Delaware limited liability company  
By: SHLR of Washington, Inc., a Washington  
corporation, its Manager

DocuSigned by:  
  
By: Bill W. Wheat  
Title: Chief Financial Officer  
Date: May 4, 2016

  
Initials

### Schedule 1 Updated Site Plans

VILLAGE GREEN DIVISION VII PH1

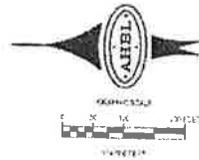
SHEET 3 OF 6

**BASIS OF BEARING**

A BENCHMARK FOR THE ADJACENT LINE OF VILLAGE GREEN DIVISION I AS REFERRED TO BY THE RECORDS OF PUGET COUNTY, WASHINGTON.

**EQUIPMENT USED**

ALL TOTAL STATION USING STANDARD FIELD TRIANGULATION METHODS FOR CONTROL AND STAKING.

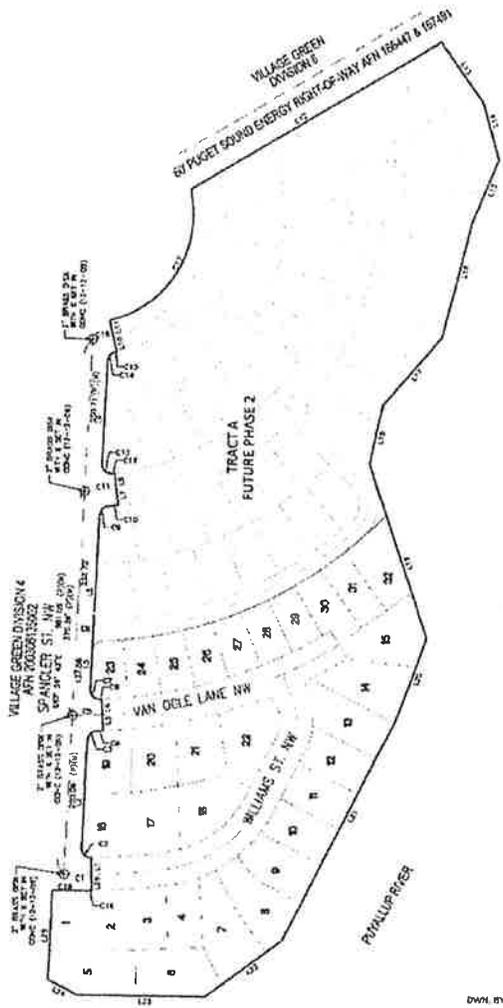


**LINE TABLE**

LINE #	LENGTH	DIRECTION
1	18.92	S 88° 34' 43" E
2	176.41	S 87° 23' 42" E
3	26.50	S 70° 20' 47" E
4	27.52	N 87° 06' 41" E
5	14.90	S 87° 06' 41" E
6	192.90	S 87° 26' 43" E
7	28.50	S 87° 31' 52" E
8	16.50	N 87° 31' 52" E
9	119.50	S 87° 31' 52" E
10	41.80	S 71° 01' 21" W
11	26.92	S 71° 01' 21" W
12	438.54	S 71° 26' 00" E
13	127.73	S 71° 26' 00" E
14	89.86	S 71° 45' 12" E
15	171.61	S 71° 45' 12" E
16	124.38	S 72° 01' 41" E
17	112.31	S 72° 01' 41" E
18	100.00	S 72° 01' 41" E
19	323.51	S 72° 01' 41" E
20	130.00	S 72° 01' 41" E
21	100.00	S 72° 01' 41" E
22	100.00	S 72° 01' 41" E
23	100.00	S 72° 01' 41" E
24	100.00	S 72° 01' 41" E
25	100.00	S 72° 01' 41" E
26	100.00	S 72° 01' 41" E
27	100.00	S 72° 01' 41" E
28	100.00	S 72° 01' 41" E
29	100.00	S 72° 01' 41" E
30	100.00	S 72° 01' 41" E
31	100.00	S 72° 01' 41" E
32	100.00	S 72° 01' 41" E
33	100.00	S 72° 01' 41" E
34	100.00	S 72° 01' 41" E
35	100.00	S 72° 01' 41" E
36	100.00	S 72° 01' 41" E
37	100.00	S 72° 01' 41" E
38	100.00	S 72° 01' 41" E
39	100.00	S 72° 01' 41" E
40	100.00	S 72° 01' 41" E
41	100.00	S 72° 01' 41" E
42	100.00	S 72° 01' 41" E
43	100.00	S 72° 01' 41" E
44	100.00	S 72° 01' 41" E
45	100.00	S 72° 01' 41" E
46	100.00	S 72° 01' 41" E
47	100.00	S 72° 01' 41" E
48	100.00	S 72° 01' 41" E
49	100.00	S 72° 01' 41" E
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57	100.00	S 72° 01' 41" E
58	100.00	S 72° 01' 41" E
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60	100.00	S 72° 01' 41" E
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63	100.00	S 72° 01' 41" E
64	100.00	S 72° 01' 41" E
65	100.00	S 72° 01' 41" E
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67	100.00	S 72° 01' 41" E
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69	100.00	S 72° 01' 41" E
70	100.00	S 72° 01' 41" E
71	100.00	S 72° 01' 41" E
72	100.00	S 72° 01' 41" E
73	100.00	S 72° 01' 41" E
74	100.00	S 72° 01' 41" E
75	100.00	S 72° 01' 41" E
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79	100.00	S 72° 01' 41" E
80	100.00	S 72° 01' 41" E
81	100.00	S 72° 01' 41" E
82	100.00	S 72° 01' 41" E
83	100.00	S 72° 01' 41" E
84	100.00	S 72° 01' 41" E
85	100.00	S 72° 01' 41" E
86	100.00	S 72° 01' 41" E
87	100.00	S 72° 01' 41" E
88	100.00	S 72° 01' 41" E
89	100.00	S 72° 01' 41" E
90	100.00	S 72° 01' 41" E
91	100.00	S 72° 01' 41" E
92	100.00	S 72° 01' 41" E
93	100.00	S 72° 01' 41" E
94	100.00	S 72° 01' 41" E
95	100.00	S 72° 01' 41" E
96	100.00	S 72° 01' 41" E
97	100.00	S 72° 01' 41" E
98	100.00	S 72° 01' 41" E
99	100.00	S 72° 01' 41" E
100	100.00	S 72° 01' 41" E

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
1	44.66	1000.00	2 2 30	S 11° 23' 18" E	44.66
2	35.21	1000.00	82 28 19	S 87° 18' 17" E	22.64
3	33.18	550.00	95 42 14	S 87° 18' 17" E	21.28
4	102.38	810.00	2 41 50	S 2° 34' 21" E	102.38
5	49.86	810.00	1 52 00	S 1° 57' 17" E	49.86
6	3.26	362.50	1 14 00	S 1° 12' 11" E	3.26
7	29.42	1000.00	94 45 28	S 87° 18' 17" E	22.64
8	26.24	877.50	2 12 48	S 11° 23' 18" E	26.24
9	22.52	1000.00	82 43 29	S 87° 18' 17" E	22.52
10	110.28	810.00	1 54 21	S 1° 57' 17" E	110.28
11	53.28	455.00	4 25 58	S 4° 30' 21" E	53.28
12	3.75	428.50	0 50 00	S 1° 12' 11" E	3.75
13	26.83	1000.00	94 42 52	S 87° 18' 17" E	22.64
14	23.43	1000.00	14 42 20	S 82° 18' 17" E	15.82
15	13.41	810.00	2 41 24	S 2° 34' 21" E	13.41
16	18.41	795.00	4 30 41	S 4° 30' 21" E	18.41
17	22.83	810.00	8 21 58	S 8° 21' 58" E	22.83
18	36.00	1000.00	8 35 18	S 8° 35' 18" E	36.00
19	4.24	100.00	9 29 46	S 9° 29' 46" E	4.24



VILLAGE GREEN DIVISION VII PHASE 2

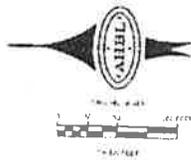
SHEET 3 OF 5

**BASIS OF BEARING**

AS BEARING FROM THE NORTH END OF VILLAGE GREEN DIVISION I AS EXTENDED UNDER A.C.M. METRIC SURVEY RECORDS OF PLYMOUTH COUNTY, WASHINGTON.

**EQUIPMENT USED**

3" TORSION STATION USING STATIONED POINTS  
TRAVELING METHODS FOR CONTROL AND STAKING

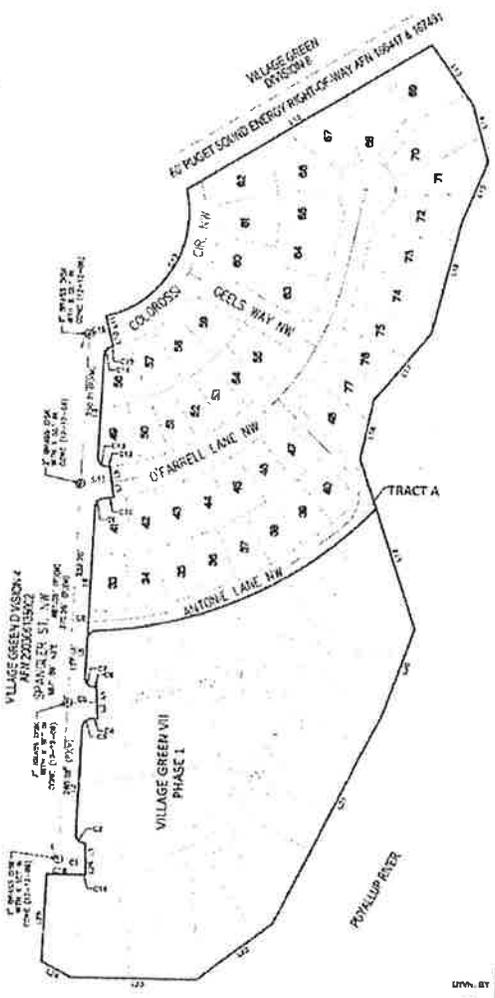


**LINE TABLE**

LINE #	LENGTH	COORDINATION
1	30.50	S49° 24' 47.4"
2	70.80	S70° 12' 45.7"
3	20.50	S43° 31' 47.4"
4	20.50	S67° 01' 47.4"
5	70.80	S27° 24' 47.4"
6	107.00	S69° 15' 47.4"
7	20.50	S62° 40' 22.6"
8	20.50	S27° 11' 27.7"
9	20.50	S62° 40' 22.6"
10	20.50	S27° 11' 27.7"
11	20.50	S62° 40' 22.6"
12	20.50	S27° 11' 27.7"
13	20.50	S62° 40' 22.6"
14	20.50	S27° 11' 27.7"
15	20.50	S62° 40' 22.6"
16	20.50	S27° 11' 27.7"
17	20.50	S62° 40' 22.6"
18	20.50	S27° 11' 27.7"
19	20.50	S62° 40' 22.6"
20	20.50	S27° 11' 27.7"
21	20.50	S62° 40' 22.6"
22	20.50	S27° 11' 27.7"
23	20.50	S62° 40' 22.6"
24	20.50	S27° 11' 27.7"
25	20.50	S62° 40' 22.6"
26	20.50	S27° 11' 27.7"
27	20.50	S62° 40' 22.6"
28	20.50	S27° 11' 27.7"
29	20.50	S62° 40' 22.6"
30	20.50	S27° 11' 27.7"
31	20.50	S62° 40' 22.6"
32	20.50	S27° 11' 27.7"
33	20.50	S62° 40' 22.6"
34	20.50	S27° 11' 27.7"
35	20.50	S62° 40' 22.6"
36	20.50	S27° 11' 27.7"
37	20.50	S62° 40' 22.6"
38	20.50	S27° 11' 27.7"
39	20.50	S62° 40' 22.6"
40	20.50	S27° 11' 27.7"
41	20.50	S62° 40' 22.6"
42	20.50	S27° 11' 27.7"
43	20.50	S62° 40' 22.6"
44	20.50	S27° 11' 27.7"
45	20.50	S62° 40' 22.6"
46	20.50	S27° 11' 27.7"
47	20.50	S62° 40' 22.6"
48	20.50	S27° 11' 27.7"
49	20.50	S62° 40' 22.6"
50	20.50	S27° 11' 27.7"
51	20.50	S62° 40' 22.6"
52	20.50	S27° 11' 27.7"
53	20.50	S62° 40' 22.6"
54	20.50	S27° 11' 27.7"
55	20.50	S62° 40' 22.6"
56	20.50	S27° 11' 27.7"
57	20.50	S62° 40' 22.6"
58	20.50	S27° 11' 27.7"
59	20.50	S62° 40' 22.6"
60	20.50	S27° 11' 27.7"
61	20.50	S62° 40' 22.6"
62	20.50	S27° 11' 27.7"
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66	20.50	S27° 11' 27.7"
67	20.50	S62° 40' 22.6"
68	20.50	S27° 11' 27.7"
69	20.50	S62° 40' 22.6"
70	20.50	S27° 11' 27.7"
71	20.50	S62° 40' 22.6"
72	20.50	S27° 11' 27.7"
73	20.50	S62° 40' 22.6"
74	20.50	S27° 11' 27.7"
75	20.50	S62° 40' 22.6"
76	20.50	S27° 11' 27.7"
77	20.50	S62° 40' 22.6"
78	20.50	S27° 11' 27.7"
79	20.50	S62° 40' 22.6"
80	20.50	S27° 11' 27.7"
81	20.50	S62° 40' 22.6"
82	20.50	S27° 11' 27.7"
83	20.50	S62° 40' 22.6"
84	20.50	S27° 11' 27.7"
85	20.50	S62° 40' 22.6"
86	20.50	S27° 11' 27.7"
87	20.50	S62° 40' 22.6"
88	20.50	S27° 11' 27.7"
89	20.50	S62° 40' 22.6"
90	20.50	S27° 11' 27.7"
91	20.50	S62° 40' 22.6"
92	20.50	S27° 11' 27.7"
93	20.50	S62° 40' 22.6"
94	20.50	S27° 11' 27.7"
95	20.50	S62° 40' 22.6"
96	20.50	S27° 11' 27.7"
97	20.50	S62° 40' 22.6"
98	20.50	S27° 11' 27.7"
99	20.50	S62° 40' 22.6"
100	20.50	S27° 11' 27.7"

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
1	44.44	1000.00	2° 21' 31"	S82° 37' 45.8"	44.44
2	34.38	650.00	3° 15' 12"	S85° 41' 17.8"	34.38
3	24.32	350.00	4° 47' 16"	S88° 04' 57.4"	24.32
4	14.26	150.00	6° 47' 42"	S90° 28' 47.8"	14.26
5	9.14	100.00	8° 22' 55"	S92° 07' 17.0"	9.14
6	5.74	50.00	11° 14' 21"	S93° 36' 43.9"	5.74
7	3.63	30.00	14° 09' 24"	S95° 07' 33.6"	3.63
8	2.42	20.00	17° 08' 48"	S96° 39' 48.9"	2.42
9	1.61	15.00	20° 12' 24"	S98° 13' 48.9"	1.61
10	1.14	10.00	23° 20' 36"	S99° 49' 48.9"	1.14
11	0.82	7.50	26° 23' 36"	S101° 27' 48.9"	0.82
12	0.61	6.00	29° 21' 24"	S103° 07' 48.9"	0.61
13	0.46	5.00	32° 14' 24"	S104° 49' 48.9"	0.46
14	0.35	4.50	35° 02' 24"	S106° 33' 48.9"	0.35
15	0.27	4.00	37° 45' 24"	S108° 19' 48.9"	0.27
16	0.21	3.75	40° 23' 24"	S110° 07' 48.9"	0.21
17	0.16	3.50	43° 06' 24"	S111° 57' 48.9"	0.16
18	0.12	3.30	45° 44' 24"	S113° 49' 48.9"	0.12
19	0.09	3.15	48° 27' 24"	S115° 43' 48.9"	0.09
20	0.07	3.00	51° 05' 24"	S117° 39' 48.9"	0.07
21	0.05	2.90	53° 38' 24"	S119° 37' 48.9"	0.05
22	0.04	2.80	56° 06' 24"	S121° 37' 48.9"	0.04
23	0.03	2.75	58° 29' 24"	S123° 39' 48.9"	0.03
24	0.02	2.70	60° 47' 24"	S125° 43' 48.9"	0.02
25	0.02	2.65	62° 51' 24"	S127° 49' 48.9"	0.02
26	0.01	2.60	64° 41' 24"	S129° 57' 48.9"	0.01
27	0.01	2.55	66° 17' 24"	S132° 07' 48.9"	0.01
28	0.01	2.50	67° 40' 24"	S134° 19' 48.9"	0.01
29	0.01	2.45	68° 51' 24"	S136° 33' 48.9"	0.01
30	0.01	2.40	69° 51' 24"	S138° 49' 48.9"	0.01



**AHBL**  
TACOMA BATTLE BROWNE TRI-CITY'S

7715 North 30th Street, Suite 302 | Tacoma, WA 98433  
253.837.4777 | www.ahbl.com

DATE: 04/11  
BY: J.P.P.  
CHECKED BY: R.M.A.  
SCALE: AS SHOWN

\*The final plat for Phase 2 must continue to reflect the removal of the initial Tract A on the original Subdivision plan (between Lots 56-59 and 49-55) and the City must have approved access to and from Lots 49-55 via O'Farrell Lane NW; otherwise Phase 2 shall not be deemed Substantially Complete.

Initials: *[Handwritten signature]*

**Schedule 2**

**Final Plat Fees**

(otherwise part of the Development Fees)  
Same chart below from Second Amendment

**City of Orting, WA  
Building Permit Fees - 2014**

Utility Hookup & General Facility Charges (GFC):  
(GFC based on 1 Residential Unit)

Water GFC	\$3,612.00	x
Water 1% Facility Enhancement Charge	\$36.12	x
Sewer GFC	\$7,765.00	x
Sewer 1% Facility Enhancement Charge	\$77.65	x
Storm GFC	\$866.00	x
Storm 5% Facility Enhancement Charge	\$43.30	x
Water Hook-up	\$475.00	*
Sewer Hook-up	\$480.00	*

School Impact Fees:  
Call (360) 893-6500 ext. 237 to verify school impact fees:  
\*\*(payable to Orting School District and copy of receipt required to City of Orting at time of permit)

Single Family Dwelling	\$3,215.00	#
Multi Family Dwelling-per Unit		

Other Impact Fees:

Park	\$830.00	x
Transportation	\$2,149.00	*

Building Permit Fees:  
(based on 2046 sqft dwelling with 664 sqft attached garage)

Permit Fee - based on value of the house	\$1,721.75	*
Plan Review - 65% of Permit Fee	\$1,119.14	*
State Fee	\$4.50	*
Energy Fee	\$30.00	*
Plumbing - 15% of Permit Fee	\$258.26	*
Mechanical - 15% of Permit Fee	\$258.26	*

X = due at Final Plat  
\* = due at time of permit  
# = due to school district prior to picking up permit

Initial 



**City Of Orting  
Council Agenda Summary Sheet**

<b>AB16-48</b> <b>SUBJECT:</b> Ordinance No. 2016-984, approval of Water Code Amendments	<b>Agenda Item #:</b>	<b>AB16-48</b>
	<b>For Agenda of:</b>	<b>May 25, 2016</b>
	<b>Department:</b>	<b>Utility Billing</b>
	<b>Date Submitted:</b>	<b>May 20, 2016</b>

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

<p><b>Attachments: Ordinance</b></p> <p><b>SUMMARY STATEMENT:</b></p> <p><i>The City is in need of updating its water code to align with current practice including how an application for service is made, clarification of billing procedures, and the disconnection of service process for when utility bills are not paid. The City also currently has a practice of assuming unlimited liability for water leaks on the customer's side of the water meter. The addition of 9-1D-4 has been written to formalize the process for a leak adjustment, and detail what liability the City is willing to assume when a leak does occur within a customer's plumbing.</i></p> <p><i>A resolution to set late fees and administrative fees for disconnections will be proposed concurrently with this ordinance. Without adoption the related resolution, there will be no late penalty or administrative fee for disconnections.</i></p> <p><b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> <i>Reviewed and recommended by the Utility Committee at their regularly scheduled meeting on April 6, 2016.</i></p> <p><b>RECOMMENDED ACTION: MOTION to approve Ordinance No. 2016-984, Water Code Amendments.</b></p>
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**CITY OF ORTING  
WASHINGTON  
ORDINANCE NO. 2016-984**

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**AN ORDINANCE OF THE CITY OF ORTING,  
WASHINGTON, AMENDING ORTING MUNICIPAL CODE  
SECTION 9-1B-7 RELATED TO WATER SERVICE  
APPLICATIONS; REPEALING AND REENACTING OMC  
ARTICLE 9-1D RELATED TO RATES AND BILLING  
PROCEDURES; PROVIDING FOR SEVERABILITY; AND  
ESTABLISHING AN EFFECTIVE DATE**

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**WHEREAS**, the City desires to clarify its application for water service; and

**WHEREAS**, the City desires to clarify its billing, late fee, and disconnection fee procedures for water service, including its procedures for water leak adjustments;

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

**Section 1. OMC Section 9-1B-7 (Water Service Application), Amended.** Orting Municipal Code Section 9-1B-7 is hereby amended to read as follows:

**9-1B-7: WATER SERVICE APPLICATION; DEPOSIT:**

- A. The occupant, lessee, or owner of any property desiring the city to provide water to such property shall prepare and sign a water service application on forms prescribed by the city before water service is provided to the subject property. The person signing the application shall be responsible for the payment of water supplied to the property and the water bills forwarded to said person together with any charges for connection of service or discontinuance of service, reserving the right of the city to file utility liens against the subject property in the event of a delinquency in payment.
- B. Two or more parties who join in one application for service shall be jointly and severally liable for payment of bills and shall be billed by means of single periodic bills.
- C. The City of Orting shall require a customer utility deposit at the time of application for water accounts. A customer utility deposit shall be a flat rate of \$150.00. The deposit of \$150.00 will be

waived for owners of the dwelling upon meeting the following conditions:

1. The utility account will be billed in the owner's name and the owner of the dwelling has had no delinquencies in the past one year on any utility account within the city; or
  2. The owner of the dwelling produces a current "Letter of Credit" from his/her previous utility company stating there have been no delinquencies, shut-offs or NSF checks on his/her utility account within the last year.
- D. If an existing utility account is shutoff for non-payment and there is no utility deposit on file, the City will require a utility deposit in the amount of \$150.00 plus any other fees owed on the account prior to re-establishing service.
- E. The utility deposit will be applied to the utility account upon closeout of the account and any remaining balance will be refunded to the customer.

**Section 2. Repeal and Reenactment of OMC Article 9-1D (Rates and Billing Procedure).** Orting Municipal Code Article 9-1D (Rates and Billing Procedure), is hereby repealed in its entirety and re-enacted to read as follows:

**9-1D Rates and Billing Procedure.**

**9-1D-1: Monthly billing.**

**9-1D-2: Disconnection of service due to nonpayment; Administrative fee.**

**9-1D-3: Water rates.**

**9-1D-4: Water leak rate adjustment.**

**9-1D-1: MONTHLY BILLING:**

- A. Rendition Of Bills; Payment: Utility bills will be mailed during the first week of each month and are due upon receipt. Any such bill not paid by the twenty-fifth (25<sup>th</sup>) day of the month in which payment was due shall be delinquent at 5:00 p.m., or if the twenty-fifth is a weekend or city holiday, at 5:00 p.m. the next business day the city is open. Failure to receive a bill will not release the customer from obligation for payment.
- B. Penalty For Delinquent Payment: The city council may set a penalty per month on all delinquent obligations. The penalty may be changed from time to time by ordinance or resolution of the city council.

- C. Notice Of Intent To Discontinue Water Service: If the utility bill is not paid by the twenty-fifth (25<sup>th</sup>) day of the month in which the payment was due at 5:00 p.m., or if the twenty-fifth is a weekend or city holiday, at 5:00 p.m. the next business day the city is open, a delinquency notice will be mailed stating that the water service will be discontinued fifteen (15) days following the due date of the utility bill.
- D. Returned Check Fee: The charge per account for a returned check shall be set by resolution of the city council, which sum may be changed from time to time.

**9-1D-2: DISCONNECTION OF SERVICE DUE TO NONPAYMENT; ADMINISTRATIVE FEE:**

- A. Any customer who has a bill not paid by 5:00 p.m. on the fifteenth (15<sup>th</sup>) calendar day after the billing due date shall be charged an administrative processing fee as established by resolution of city council, which sum may be changed from time to time, and have water service disconnected. The city will provide notice in a manner as required by law.
- B. Service that is discontinued due to nonpayment shall be restored after the administrative fee and the past due portion of the account is paid.
- C. The administrative fee on accounts that were shutoff for enforcement of any other section of this Chapter may be changed by ordinance or resolution of the city council.

**9-1D-3: WATER RATES:**

Every residence, building, plant, or other structure to which a connection has been made to the city's public water system shall be charged a use fee at the rate as established by ordinance of the city council.

**9-1D-4: WATER LEAK RATE ADJUSTMENT:**

- A. A City water utility customer may apply in writing to the City for a water leak rate adjustment. Making such a request does not extend the period for payment of the water bill. Requests for adjustments on delinquent accounts will not be acted upon until the account balance is paid.  
.....
- B. A water leak rate adjustment is permitted once in an eighteen month period and may only be applied to one billing period. If

a leak adversely affects two bills and the customer showed due diligence in fixing the leak in a timely manner, a second adjustment will be considered by the City Treasurer. To be eligible for this rate adjustment, the following must apply:

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1. The affected water line must be owned by or be subject to the exclusive control of the customer;
  2. The increase of water usage for which an adjustment is sought must be due to a verifiable water leak in the water line between the customer's side of the water meter and the customer's residence or structure;
  3. The water usage sought for adjustment must exceed two times the customer's highest usage in any single billing period during the 12 months prior to the billing period sought for adjustment;
  4. The customer must apply for a water leak rate adjustment within 30 days of the City's issuance of the water bill sought for adjustment; and
  5. The customer must provide proof that the affected water line has been repaired, such as photos of repair or a receipt from a licensed plumber.
- C. Following a request for a water leak rate adjustment, the City Treasurer, or his/her designee, shall review the request and determine whether or not to approve a water leak rate adjustment. In order to make a proper determination, City staff shall be entitled to access, inspect, and approve the customer's water line repair prior to granting a water leak rate adjustment.
- D. If approved, the City shall make a water leak rate adjustment by issuing a credit to the customer's account. The adjustment shall not exceed the total water usage for the billing period sought for adjustment minus the customer's average water usage. For purposes of this subsection, the "average water usage" shall be computed by determining the total volume of water consumed, under normal use conditions, during the preceding 12 months and dividing that total volume by the number of times the City would typically read the customer's water meter in a 12-month period. For customers who have been receiving service for less than 12 months, the average water usage shall be based on average usage during the months of service. In no instance shall the water leak adjustment exceed \$800.00.

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

**Section 4. Effective Date.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 25<sup>th</sup> DAY OF MAY, 2016.**

CITY OF ORTING

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Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

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Jane Montgomery, City Clerk

Approved as to form:

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Charlotte Archer  
Kenyon Disend PLLC  
City Attorney

Filed with the City Clerk: May 25, 2016  
Passed by the City Council: May 25, 2016  
Ordinance No. 2016-984  
Date of Publication: May 27, 2016  
Effective Date: June 6, 2016

**CITY OF ORTING  
WASHINGTON  
ORDINANCE NO.**

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AN ORDINANCE OF THE CITY OF ORTING,  
WASHINGTON, AMENDING ORTING MUNICIPAL CODE  
SECTION 9-1B-7 RELATED TO WATER SERVICE  
APPLICATIONS; AND REPEALING AND REENACTING  
OMC SECTION ARTICLE 9-1D RELATED TO RATES AND  
BILLING PROCEDURES—WATER USE AND  
REGULATIONS; PROVIDING FOR SEVERABILITY; AND  
ESTABLISHING AN EFFECTIVE DATE

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WHEREAS, the City desires to clarify its application for water service; and

WHEREAS, the City desires to clarify ~~the its~~ billing, late fee, and disconnection fee procedures for water service, including its procedures for water leak adjustments; and

~~WHEREAS; the City desires to clarify a water leak adjustment process.~~

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

Section 1. ~~Amendment of OMC Section 9-1B-7: (Water Service Application),~~  
Amended. OMC Orting Municipal Code Section 9-1B-7 is hereby amended to read as follows:

**9-1B-7: WATER SERVICE APPLICATION; DEPOSIT;**

- A. The occupant, lessee, or owner of any property desiring the city to provide water to such property shall prepare and sign a water service application on forms prescribed by the city before water service is provided to the subject property. The person signing the application shall be responsible for the payment of water supplied to the property and the water bills forwarded to said person together with any charges for connection of service or discontinuance of service, reserving the right of the city to file utility liens against the subject property in the event of a delinquency in payment.

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- B. Two or more parties who join in the one application for service shall be jointly and severally liable for payment of bills and shall be billed by means of single periodic bills.
- C. The City of Orting shall require a customer utility deposit at the time of application for water accounts. A customer utility deposit shall be a flat rate of \$150.00. The deposit of \$150.00 will be waived for owners of the dwelling upon meeting the following conditions:
  - 1. The utility account will be billed in the owner's name and the owner of the dwelling has had no delinquencies in the past one year on any utility account within the city; or
  - 2. The owner of the dwelling produces a current "Letter of Credit" from their/his/her previous utility company stating there have been no delinquencies, shut-off's or NSF checks on their/his/her utility account within the last year.
- D. If an existing utility account is shutoff for non-payment and there is no utility deposit on file, the City will require a utility deposit in the amount of \$150.00 plus any other fees owed on their account prior to re-establishing service.
- E. The utility deposit will be applied to the utility account upon closeout of the account and any remaining balance will be refunded to the customer.

**Section 2. ~~Repeal and Reenactment~~ Amendment of the OMC Article 9-1D: (Rates and Billing Procedure).** Orting Municipal Code OMC Article 9-1D (Rates and Billing Procedure), is hereby ~~amended-repealed in its entirety and re-enacted~~ to read as follows:

- 9-1D Rates and Billing Procedure.
- 9-1D-1: Monthly billing.
- 9-1D-2: Disconnection of service due to nonpayment; Administrative fee.
- 9-1D-3: Water rates.
- 9-1D-4: Water leak rate adjustment.

**9-1D-1: MONTHLY BILLING:**

- A. Rendition Of Bills; Payment: Utility bills will be mailed during the first week of each month and are due upon receipt. Any such bill not paid by the twenty-fifth (25<sup>th</sup>) day of the month in which payment was due shall be delinquent at 5:00 p.m., or if the twenty-fifth is a weekend or city holiday, at 5:00 p.m. the next

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business day the city is open. Failure to receive a bill will not release the customer from obligation for payment.

B. Penalty For Delinquent Payment: The city council may set a penalty per month on all delinquent obligations. The penalty may be changed from time to time by ordinance or resolution of the city council.

C. Notice Of Intent To Discontinue Water Service: If the utility bill is not paid by the twenty-fifth (25<sup>th</sup>) day of the month in which the payment was due at 5:00 p.m., or if the twenty-fifth is a weekend or city holiday, at 5:00 p.m. the next business day the city is open, a delinquency notice will be mailed stating that the water service will be discontinued fifteen ten (15+0) days following the due date of the mailing utility bill.

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~~D. Administrative Processing Fee: The charge for processing a shut-off list shall be as set by ordinance of the city council, which sum may be changed from time to time. (1973 Code § 13.20.010; amd. 1996 Code; Ord. 787, 3-11-2004; Ord. 829, 6-14-2006)~~

Returned Check Fee: The charge per account for a returned check shall be set by ordinance resolution of the city council, which sum may be changed from time to time.

#### **9-1D-2: DISCONNECTION OF SERVICE DUE TO NONPAYMENT; ADMINISTRATIVE FEE:**

A. Any customer who has a bill not paid by 5:00 p.m. on the fifteenth (15<sup>th</sup>) calendar day after the billing due date shall be charged an administrative processing fee as established by resolution of city council, which sum may be changed from time to time, and have water service disconnected. The city will provide notice in a manner as required by law.

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B. Service that is discontinued due to nonpayment shall be restored after the administrative fee and the past due portion of the account is paid.

C. The administrative fee on accounts that were shutoff for enforcement of any other section of this Chapter may be changed by ordinance or resolution of the city council.

#### **9-1D-3: WATER RATES:**

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Every residence, building, plant, or other structure to which a connection has been made to the city's public water system shall be

charged a use fee at the rate as established by ordinance of the city council.

**9-1D-4: WATER LEAK RATE ADJUSTMENT:**

- A. A City water utility customer may apply in writing to the City for a water leak rate adjustment. Making such a request does not extend the period for payment of the water bill. Requests for adjustments on delinquent accounts will not be acted upon until the account balance is paid.
- B. A water leak rate adjustment is permitted once in an eighteen month period and may only be applied to one billing period. If a leak adversely affects two bills and the customer showed due diligence in fixing the leak in a timely manner, a second adjustment will be considered by the City Treasurer. To be eligible for this rate adjustment, the following must apply:
1. The affected water line must be owned by or be subject to the exclusive control of the customer; and
  2. The increase of water usage for which an adjustment is sought must be due to a verifiable water leak in the water line between the customer's side of the water meter and the customer's residence or structure; and
  3. The water usage sought for adjustment must exceed two times the customer's highest usage in any single billing period during the 12 months prior to the billing period sought for adjustment; and
  4. The customer must apply for a water leak rate adjustment within 30 days of the City's issuance of the water bill sought for adjustment; and
  5. The customer must provide proof that the affected water line has been repaired, such as photos of repair or a receipt from a licensed plumber.
- C. Following a request for a water leak rate adjustment, the City Treasurer, or his/her designee, shall review the request and determine whether or not to approve a water leak rate adjustment. In order to make a proper determination, City staff shall be entitled to access, inspect, and approve the customer's water line repair prior to granting a water leak rate adjustment.

**Commented [AK1]:** Will this adjustment be available to all customers? Or, limited to single family residences and not available to commercial or multi-family customers?

D. If approved, the City shall make a water leak rate adjustment by issuing a credit to the customer's account. The adjustment shall not exceed the total water usage for the billing period sought for adjustment minus the customer's average water usage. For purposes of this subsection, the "average water usage" shall be computed by determining the total volume of water consumed, under normal use conditions, during the preceding 12 months and dividing that total volume by the number of times the City would typically read the customer's water meter in a 12-month period. For customers who have been receiving service for less than 12 months, the average water usage shall be based on average usage during the months of service. In no instance shall the water leak adjustment exceed \$800.00.

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

**Section 4. Effective Date.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

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

CITY OF ORTING

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

ATTEST/AUTHENTICATED:

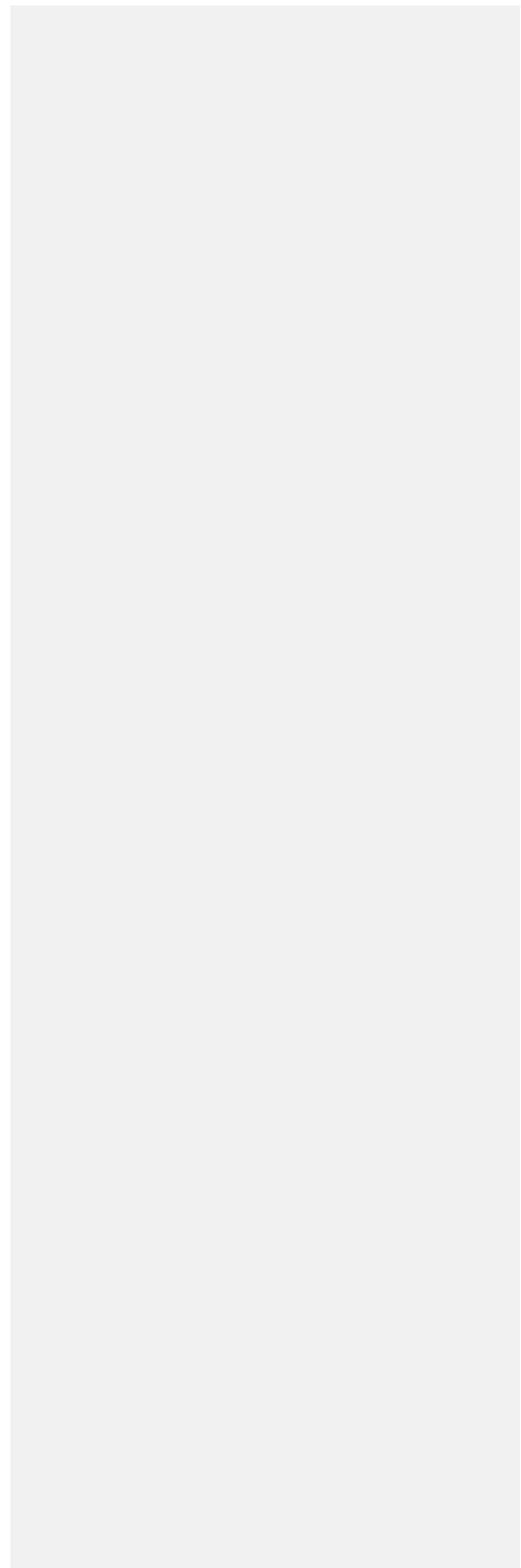
\_\_\_\_\_  
Rachel Pitzel, City Clerk

Approved as to form:

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

Filed with the City Clerk:  
Passed by the City Council:  
Ordinance No.  
Date of Publication:  
Effective Date:





**City Of Orting  
Council Agenda Summary Sheet**

<b>AB16-49</b> <b>SUBJECT:</b> Resolution No. 2016-21, setting the penalty fees in the OMC	<b>Agenda Item #:</b>	<b>AB16-49</b>
	<b>For Agenda of:</b>	<b>May 25, 2016</b>
	<b>Department:</b>	<b>Utility Billing</b>
	<b>Date Submitted:</b>	<b>May 20, 2016</b>

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

<b>Attachments: Ordinance, Comparable</b>
<b>SUMMARY STATEMENT:</b> <i>This resolution fulfils the code requirement to set the late fees, delinquent fees, and the NSF fee. This resolution would increase the administrative disconnect fee from \$25 to \$50. The current fees have been in place since 2001 and do not align with the city's costs. A "Water Penalty Comparable" sheet is attached to see how Orting compares to other nearby cities.</i>  <i>This resolution is being proposed concurrently with an ordinance that refines the water code and allows these fees to be set by resolution.</i>
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> <i>Reviewed and recommended by the Utility Committee at their regularly scheduled meeting on April 6, 2016.</i>
<b>RECOMMENDED ACTION: MOTION to adopt Resolution NO. 2016-21, setting the penalty fees as described by 9-1-D-1B and 9-1D-2C of the Orting Municipal Code.</b>

**CITY OF ORTING**  
**WASHINGTON**  
**RESOLUTION NO. 2016-21**

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**A RESOLUTION OF THE CITY OF ORTING, WASHINGTON, SETTING THE FEES  
AS DESCRIBED BY 9-1D-1-B AND 9-1D-2-C OF THE ORTING MUNICIPAL CODE**

**WHEREAS**, the city council must set fees pursuant to certain sections of the Orting municipal code from time to time, and

**WHEREAS**, the city council has found it necessary to review delinquent fees and administrative processing fees in certain sections of the water section of the code;

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

**Section 1.** The penalty for Delinquent Payment as allowed by 9-1D-1(B) of the Orting Municipal Code shall be \$25.00 on accounts with balances greater than \$40.00.

**Section 2.** The administrative fee as allowed by 9-1D-2(C) of the Orting Municipal Code shall be \$50.00 on accounts with outstanding balances greater than \$75.00.

**Section 3.** The fee per utility account for a returned check as allowed by 9-1D-1(D) of the Orting Municipal Code shall be \$40.00.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON, AT AN  
OPEN PUBLIC MEETING THEREOF HELD THIS 25<sup>th</sup> DAY OF MAY, 2016.**

CITY OF ORTING

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

ATTEST/AUTHENTICATED:

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

# Water Penalty Comparable

## Current Orting Process:

- Bills are sent out the 1<sup>st</sup> or 2<sup>nd</sup> day of the month; this can vary based on working days at the first of the month.
- Customers that are registered with Invoice Cloud get an emailed notice that they have a new bill.
- Customers that received postal mailed bills receive bill by the 10<sup>th</sup> of the month.
- Bills' are due on receipt
- 1<sup>st</sup> penalty phase occurs on the 25<sup>th</sup> (or next business day if a weekend or holiday). Payments must be received by 5pm whether in the office, drop box, mail or Invoice cloud.
- The Shut off notice is mailed the day after last day to pay.
- 2<sup>nd</sup> penalty phase occurs 15 days after the 25<sup>th</sup>. There are many times that this is extended since we do no shut off on a Friday, holiday or weekends. Shut off occurs 2 days later.
- If a customer prearranges payment, the penalty is waived. This started when the economic recession began, before that penalty fees remained, even if payment was arranged, but would not shutoff services.
- Customers are charge \$35 for cut locks.
- For new customers the penalties may be waived on the 1<sup>st</sup> billing of their account if necessary; due to mid-month billings and new residential mailing hiccups with delivery.

## Current Penalties:

- 1<sup>st</sup> phase penalty: \$20 penalty on past due balance of \$25 or more.
- 2<sup>nd</sup> phase penalty: \$25 penalty on past due balance of \$75 or more.
- Any account that already has a locked off meter will not incur the \$25 shut off penalty.
- There is no fee for reinstating services.

## What other cities do:

### **Sumner: Monthly bills: Due 15<sup>th</sup> day of the month**

- 1<sup>st</sup> penalty phase: 20 days after bill date, for past due balance of \$35 or more, there is a 5% penalty; minimum penalty \$15.
- 2<sup>nd</sup> penalty phase (shut off): 40-45 days after bill date for past due accounts
- Reinstating service fee: \$40.00 (work hours)
- Arrangements are granted verbally; penalties are not waived if request is made the day of penalty.

### **Puyallup: Bi-Monthly, due 27 calendar days from bill date**

- 1<sup>st</sup> penalty phase: 33 days from bill date, there is a 5% penalty with no threshold on the past due balance.
- 2<sup>nd</sup> penalty phase: (shut off): 48 days from bill date. Will lien property with county and the fee is charged to the customer based on account history with no specific timeline.

- Reinstating service fee: \$50.00 (work hours)
- Arrangements are granted with a max extension not to go beyond the next bill date.

**Bonney Lake: Monthly (water, sewer & storm base) Bi-Monthly (water consumption), due 15<sup>th</sup> day of month**

- 1<sup>st</sup> penalty: 2% of past due balance of \$10 or more,
- 2<sup>nd</sup> penalty (shut off): Shut off occurs 60 days from bill date, for past due amount of \$75 or more.
- Reinstating Service fee: \$100 (during working hours), \$150 (after hours).
- Arrangements are granted with a verbal request.

**Buckley: Mid-Monthly, due 15<sup>th</sup> day of next month**

- 1<sup>st</sup> penalty phase: 20<sup>th</sup> of every month – 5% of past due balance, no minimum.
- 2<sup>nd</sup> penalty phase: 15 days from late notice. \$25 fee; if past due is paid before dispatching there is no fee charge (i.e. in drop box before guys go out to shut off).
- Arrangements are granted no formal process or guidelines.

**Milton: Monthly, due upon receipt**

- 1<sup>st</sup> penalty phase: 15<sup>th</sup> day of the next month (rolls to next business day if on a weekends of holiday) 5% penalty on any past due amount of \$10 or more.
- 2<sup>nd</sup> penalty phase: 10 days from shut off notice date on past due balance of \$100 or more.
- Reinstating Service fee: \$50 (for accts paid by 2:30pm) \$185 (for accts paid between 2:30-5pm). No after hour turn on.
- Arrangements are granted prior to penalty phase, written preferred. Renters must have landlord authorization to make arrangements.

**Pacific: Monthly, due upon receipt**

- 1<sup>st</sup> penalty phase: Last business day of the month, 10% penalty on past due amount of \$5 or more.
- 2<sup>nd</sup> penalty phase: 45 days from bill date, \$40 shut off penalty for past due balance of \$41 or more.
- After 120 days of nonpayment a lien is filed against the property with the county.
- A form is used for payment arrangements; if arrangement is not met the customer forfeits being able to make arrangements again.



**City Of Orting  
Council Agenda Summary Sheet**

<b>AB16-50</b> <b>1. SUBJECT:</b> A motion to Approve an additional scope of work associated with the Washington Avenue Two- Way Left Turn project.	<b>Agenda Item #:</b>	<b>AB16-50</b>
	<b>For Agenda of:</b>	<b>5/25/2016</b>
	<b>Department:</b>	<b>Public Works</b>
	<b>Date Submitted:</b>	<b>5/19/2016</b>

<b>Orting Staff &amp; Professional Representatives</b>			
Mayor, Joachim Pestinger		<b>Cost of Item:</b>	<u>    \$52,232.48    </u>
City Administrator, Mark Bethune	<b>x</b>	<b>Amount Budgeted:</b>	<u>    \$0    </u>
City Attorney, Charlotte Archer		<b>Unexpended Balance:</b>	<u>    \$0    </u>
City Clerk, Jane Montgomery		<b>Timeline:</b> <i>enter a timeline if applicable</i>	
City Treasurer, Scott Larson			
Police Chief, Bill Drake		<b>BARS: 320-595-30-63-05</b>	
Public Works, Dean Kaelin	<b>X</b>	<b>Fiscal Note:</b> <i>This item was not budgeted in 2016 due to the timing of the scope increase and additional grant funds. Please see below.</i>	
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford	<b>X</b>		
BHC Consultants, Roger Wagoner			
<b>Agenda Placement:</b> <input type="checkbox"/> Mayor <input type="checkbox"/> Councilmember <input checked="" type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator			

<b>Attachments: Scope and Budget for Washington Avenue North Two-Way Left Turn Lane Improvements</b>
<b>SUMMARY STATEMENT:</b> Additional work with this scope will extend the southerly project terminus to Leber Street. Within this revised project limits, work will include sidewalks, stormwater facilities for appropriate drainage, utility modifications, and grind/overlay of existing pavements. The additional scope associated with adding sidewalk in front of Route 66 Pizza and the Shell station as well as the grind and overlay extension to Leber Street NE was first presented to TIB in November of 2015. However, TIB did not approve funding until February of 2016. The City was awarded and additional \$108,000 with a City match of \$22,000. Within that budget request, \$43,000 was included for engineering design. To date, the City has been awarded \$921,800 in funds from TIB for design and construction and \$147,000 from PSRC for design of the project. The attached budget is for \$52,232.48, which is \$9,232.48 above what we anticipated in February. This is largely due to environmental coordination, right-of-way acquisition, and coordination with WSDOT for plan approval. The current fund balance as of 5/17/2016 is \$652,259.00. There is sufficient fund balance to cover the increased design effort of \$52,232.48. This would result in a projected fund balance of \$306,468.40 after the completion of construction of the project.
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> <i>The Transportation Committee recommended approval on May 16, 2016.</i>
<b>RECOMMENDED ACTION:</b> <b>MOTION to approve the scope and budget for the Washington Avenue North Two-way Left Turn Lane Improvements provided by Parametrix.</b>

## EXHIBIT B – SCOPE OF WORK

### City of Orting Washington Avenue North Two-Way Left Turn Lane Improvements

Additional work with this scope will extend the southerly project terminus to Leber Street. Within this revised project limits, work will include sidewalks, stormwater facilities for appropriate drainage, utility modifications, and grind/overlay of existing pavements.

Previous work under this contract included preliminary design, environmental approval, right-of-way acquisition, and final design of the project within the original project limits. Work associated with this amendment includes update of all applicable documents to incorporate the revised project limits.

The project is federally funded through Pierce County's Regional Transportation Improvement Program (TIP), the Transportation Improvement Board (TIB), and local funds. Because federal funding is administered through the Washington State Department of Transportation (WSDOT), the project is required to meet documentation requirements for federal funding, as described in the Local Agency Guidelines, latest edition. Washington Avenue North (SR162) is also a state-owned highway; therefore, WSDOT Olympic Region will be involved in final project development and approval.

### PHASE 7089 – SR162 TWLT

#### Task 1 – Project Management

Additional work under this task includes time to administer and coordinate the various project elements and will be ongoing throughout all remaining tasks of the project. Work includes the following:

- Coordination and correspondence with City of Orting staff.
- Coordination with WSDOT for contractual requirements of federally funded projects. This includes submission and coordination of the consultant agreement, local agency agreements, and all other documents related to the administration of federal funds. Project-specific requirements, such as a Plan for Approvals, NEPA Environmental Classification Summary coordination, and assistance with right-of-way (ROW) acquisition will be performed in their appropriate tasks.
- In-house project administration, scheduling, and direction of project staff.
- Preparation of monthly progress letters, including earned value reports.

#### Product

- Monthly invoices.
- Miscellaneous correspondence and letters.
- WSDOT-required contractual documents.

### Assumptions

- The project will be awarded by the end of July 2016; all work related to project design and advertising will be completed by this date.

### Task 2 – Survey

This task is complete and is not affected by the change of project limits. No changes are proposed.

### Task 3 – Preliminary Engineering

This task is complete and is not affected by the change of project limits. No changes are proposed.

### Task 4 – WSDOT Coordination

A revised Plan for Approval (PFA) will be submitted to WSDOT Development Services. The revised PFA will extend new sidewalks to Leber Street, and connect the sidewalks to the existing Foothills Trail.

Previous Evaluate Upgrades have been approved by WSDOT and will not require modification as a result of this revised PFA.

### Deliverable

- First WSDOT Review – One electronic, half-size PFA; PFA checklist; AutoTurn figures.
- Second and Third WSDOT Review – Same materials as put forth for First WSDOT Review, including response to comments.
- WSDOT Approval – One full-size mylar with stamps and signatures.

### Assumptions

- No meetings will be required. All comments will be addressed through draft review submittals.

### Task 5 – Environmental Approval

This task will update the previously submitted Environmental Classification Summary submitted under NEPA rules. The update will not change the finding of Documented Categorical Exclusion (DCE), and no revisions to discipline reports or supporting documentation will be required. In addition, the sidewalk extension will not trigger any Section 4(f) evaluation.

The Notice of Determination of Nonsignificance (signed November 12, 2014) under State of Washington Environmental Policy Act (SEPA) will not be revisited with this amendment.

### Deliverables

- Environmental Classification Summary (ECS) and supporting documentation.
- Appendix F – Template for Documenting Advance Acquisition of ROW (in order to advance right-of-way acquisition while awaiting final ECS approval).

**Assumptions**

- No new discipline reports, such as programmatic evaluations for Section 4(f) properties or Section 106 Cultural Resources reports, will be triggered as a result of the revisions.

**Task 6 – Final Design**

As of February 2016, the 60% deliverable had already been submitted to the City of Orting, and the 95% deliverable was significantly advanced but not delivered to the City. Work associated with this amendment will update the 95% submittal to show the installation of sidewalks and other associated improvements to Leber Street. Plans, specifications, and cost estimate format and layout described in Amendment 1 are applicable; however, the following additional sheets or products will be provided:

**Table 1: Additional Sheets**

Description	Task	Additional Sheets to be Submitted with 95-Pct, 100-Pct and Bid Deliverables
Cover Sheet, Vicinity Map, and Index	Update 95% sheet	
Legend, General Notes and Abbreviations	Update 95% sheet	
Survey Control and Right of Way	Update 95% sheet	
Demolition Plan (Plan/Plan)	New sheet	1
Cross Sections and Roadway Details	Update 95% sheet	
Roadway Grading Plan (Plan/Profile)	New sheet	1
Intersection Grading Plan (Plan)	New sheet	1
Channelization/Signage Plan (Plan/Plan)	New sheet	1
Water and Storm Plan and Profile (Plan/Profile)	New sheet	1
Utility Details	Update 95% sheet	
Illumination/Electrical/Flashing Beacon (Plan/Details)	No change	
Landscaping Plans (Plan/Details)	No change	
Irrigation Plans (Plan/Details)	New sheet	1
<b>Total Estimated New Sheets:</b>		<b>6</b>
Specifications	Update specifications to 2016 standards	–
Cost Estimate	Update bid item quantities	–

Additional utility coordination will be required of franchise utilities (Puget Sound Energy [PSE] gas) as a result of the sidewalk extension. Up to two additional meetings (2 hours each, plus 4 hours follow up per meeting) with PSE will be required.

## Deliverables

See Table 1 above for submittal quantities. All plan sheets shall be half-size (11 by 17) bond paper and scaled appropriately for legibility. Specifications shall be bound in 8 1/2 by 11 sheets. No full-size or mylar plan sets will be required.

## Assumptions

- No public outreach will be performed.

## Task 7 – Right of Way Acquisition

The following additional acquisitions will be required as a result of the change of project limits:

Tax Parcel No. 0519297010

Owner: Randall and Mary Anderson

Rights to be Acquired: Driveway Reconstruction Permit and Temporary Construction Easement

Tax Parcel No. 3670000010

Owner: Doo & Sang Corporation

Rights to be Acquired: Driveway Reconstruction Permit and Temporary Construction Easement

Universal Field Services (UFS), as a subconsultant to Parametrix, will perform all property acquisition services except as otherwise described in this section. See attached proposal for work by UFS.

The following elements of work will be performed Parametrix:

- Parametrix surveyors will update right-of-way plans previously completed under this task and signed February 12, 2015. Updates will depict additional acquisitions noted above. No legal descriptions or exhibit maps will be prepared for driveway permits or temporary construction easements. No field staking is required.
- Parametrix will provide general coordination between UFS and the City of Orting. Parametrix will also attend one site meeting with the listed property owners.

## Assumptions

- The setting of property corners or the filing of a record of survey is not a part of this scope.
- Right-of-way acquisition shall be in accordance with Chapter 25 - Right of Way Procedures of the WSDOT Local Agency Guidelines (April 2014).

## Deliverables

- Right-of-Way Plans in WSDOT format (11x17 inch format), in accordance with the LAG manual.
- Documents as described in the UFS proposal.

## Task 8 – Project Advertisement

This task is not complete but is not affected by the change of project limits. No changes are proposed.

**PHASE 2 – CONSTRUCTION SERVICES**

This future phase, which is not included with this scope of work, will provide construction engineering, field observation, testing, and closeout of the construction contract.

Client: City of Orting  
 Project: City of Orting On-Call Services  
 Project No: 2161711003

John C. Hungerford	Michael S. Phelps	Shari Morgan	Darren Sandeno	David A. Ironmonger	April D. Whittaker	Jennifer L. Dvorak	Walter N Wieme
Sr Engineer	Sr Planner	Sr Project Accountant	Sr Planner	Sr Surveyor	Project Controls Specialist	Sr Engineer	Designer III
\$174.16	\$151.48	\$115.86	\$174.20	\$157.50	\$106.31	\$172.75	\$112.30

Rates:

Phase	Task	Description	Labor Dollars	Labor Hours								
<b>7089</b>		<b>SR162 TWLT</b>	<b>\$38,285.06</b>	<b>274</b>	<b>16</b>	<b>12</b>	<b>8</b>	<b>12</b>	<b>4</b>	<b>16</b>	<b>86</b>	<b>120</b>
	01	Project Management	\$5,408.76	40	12		8			16	4	
	02	Survey	\$0.00	0								
	03	Preliminary Engineering	\$0.00	0								
	04	WSDOT Coordination	\$0.00	0								
	06	Final Design	\$29,476.66	214		12		12			70	120
	07	R/W Acquisition	\$3,399.64	20	4				4		12	
<b>Labor Totals:</b>			<b>\$38,285.06</b>	<b>274</b>	<b>16</b>	<b>12</b>	<b>8</b>	<b>12</b>	<b>4</b>	<b>16</b>	<b>86</b>	<b>120</b>
<b>PROJECT TOTAL</b>			<b>\$52,232.48</b>									

\$2,786.56 \$1,817.76 \$926.88 \$2,090.40 \$630.00 \$1,700.96 \$14,856.50 \$13,476.00

**SUBCONSULTANTS**

<u>Subconsultant Name</u>	<u>Amount</u>
Universal Field Services, Inc.	\$ 13,947.42
<b>Subconsultant Total:</b>	<b>\$ 13,947.42</b>