

## COUNCILMEMBERS

Position No.

1. Tod Gunther
2. John Kelly
3. Michelle Gehring
4. Joachim Pestinger
5. Nicola McDonald
6. Greg Hogan
7. Scott Drennen



**ORTING CITY COUNCIL**  
Regular Business Meeting Agenda  
Orting Multi-Purpose Center  
202 Washington Ave. S, Orting, WA  
July 10<sup>th</sup>, 2019  
7 p.m.

**Mayor Joshua Penner, Chair**

1. **CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.**
  - **REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA.**

2. **PUBLIC COMMENTS.**

**ANY CONSENT AGENDA ITEM TO BE PULLED FOR DISCUSSION?**

3. **CONSENT AGENDA**

- A. Regular Meeting Minutes of June 12<sup>th</sup>, 2019.
- B. Special Meeting Minutes of June 19<sup>th</sup>, 2019.
- C. Study Session Minutes of June 19<sup>th</sup>, 2019.
- D. Payroll and Claims Warrants June 26<sup>th</sup>, 2019.
- E. Payroll and Claims Warrants July 10<sup>th</sup>, 2019.
- F. AB19-40- To Approve Resolution No. 2019-14, a Resolution of the City Of Orting, Washington, Declaring a Public Purpose and Authorizing City Sponsorship of Pumpkin Fest.
- G. AB19-41-To Authorize the Mayor to Execute the Right of Entry Occupancy and Use Agreement with Pierce County.
- H. AB19-42- To Adopt Ordinance 2019-1046, Granting a Nonexclusive Master Use Permit to MCI Metro Access Transmission Services Corp.
- I. AB19-43- To Approve the Modifications to the Grant Policy As Presented.

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

**Or**

**Motion: To approve Consent Agenda with the exception of agenda item(s) #\_\_\_\_\_.**

**CONSENT AGENDA ITEMS PULLED FOR DISCUSSION.**

4. **COMMISSION REPORTS**

- Planning Commission

5. **OLD BUSINESS**

- A. **AB19-31- Contract- Granicus-Website Design, Software Maintenance & Updating.**

- *Scott Larson*

**Motion: To approve the Contract with Granicus for Website Design, Software Maintenance and updating in the amount of \$ 24,740.50.**

**B. AB19-44- A Resolution Commissioning an Advisory Vote on the Issue of the Sale and Discharge of Consumer Fireworks within City Limits. Resolution No. 2019-15, Fireworks Referendum.**

- *Charlotte Archer*

***Motion:*** *To Adopt Resolution No. 2019-15, calling for the submission to the voters of Orting an advisory proposition asking whether the voters of Orting recommend the Orting City Council pass an Ordinance prohibiting the sale and discharge of fireworks at all times within the Orting city limits.*

**6. NEW BUSINESS**

**A. AB19-45-New Police/Court/ City Hall Facility – Re-Bid Expense**

- *Mark Bethune*

***Motion:*** *To approve the additional architectural expense of \$ \_\_\_\_\_ for re-bidding of the City Hall building project.*

**7. EXECUTIVE SESSION**

**8. ADJOURNMENT**

***Motion:*** *To Adjourn.*

**Upcoming Meetings: Study Session Meeting: July 17<sup>th</sup>, 2019, 6pm (MPC), Regular Meeting July 31<sup>st</sup>, 2019 7pm (MPC).**

## Councilmembers

Position No.

1. Tod Gunther
2. John Kelly
3. Michelle Gehring
4. Joachim Pestinger
5. Nicola McDonald
6. Greg Hogan
7. Scott Drennen



## Orting City Council

Regular Business Meeting Minutes  
Orting Multi-Purpose Center  
202 Washington Ave. S, Orting, WA  
June 12, 2019  
7 p.m.

**Mayor Joshua Penner, Chair**

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

Mayor Penner called the meeting to order at 7:00pm. Deputy Mayor Hogan led the pledge of allegiance.

**Councilmembers Present:** Deputy Mayor Greg Hogan, Councilmembers Tod Gunther, John Kelly, Michelle Gehring, Joachim Pestinger, and Scott Drennen.

**Absent:** Councilmember Nicola McDonald

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

*Councilmember Drennen made a motion to excuse Councilmember McDonald. Second by Councilmember Pestinger. Motion passed (6-0).*

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

None.

### **2. PUBLIC COMMENTS**

None.

### **3. HEARING**

**A.AB19-39-** Interim Ordinance No. 2019-1044- An Ordinance Of The City Of Orting, Washington, Adding Chapter 13.9 To The Orting Municipal Code, Entitled "Wireless Communications Services Facilities.

Mayor Penner read the rules for the hearing, opened the hearing at 7:03pm, and announced the title. Emily Terrell gave a report on the interim Ordinance that was passed by Council on April 10<sup>th</sup>, 2019. This is the required hearing on that Emergency Ordinance. The Council will be asked to consider a final ordinance in four months.

#### **Public Comments**

None.

#### **Council Comments or Questions**

Councilmember Gunther praised the work done by the Planner, had questions about the cell towers, and asked if the City has covered all bases to ensure as many controls as possible in place; from 5G and forward. Planner Terrell stated that the ordinance has not been vetted thru the groups this will affect, but the plan is to do that as part of the Planning Commission

review. The number of whereas clauses was discussed and Ms. Terrell explained that there are so many because this deals with federal, state, and local laws, and international companies. The ordinance may be looked at by the courts at a later date and the clauses will assist in the decision making process.

Mayor Penner closed the hearing at 7:07pm.

#### **Any Requests For Consent Agenda Items To Be Pulled For Discussion?**

None.

#### **4. CONSENT AGENDA**

- A. Regular Meeting Minutes of May 29<sup>th</sup>, 2019
- B. Payroll and Claims Warrants

*Deputy Mayor Hogan made a motion to approve Consent Agenda as prepared. Second by Councilmember Kelly. Motion passed (6-0).*

#### **5. COMMISSION REPORTS**

- Planning Commission  
No Report.

#### **6. NEW BUSINESS**

- A. Discussion- Council Meeting scheduled for June 26<sup>th</sup>, 2019.

The Mayor briefed that 3 Councilmembers will be at the AWC conference in June, and asked if Council wanted to consider cancelling the meeting on June 26<sup>th</sup>.

*Councilmember Pestinger made a motion to cancel the Council Meeting scheduled for June 26, 2019. Second by Councilmember Kelly. Motion passed (6-0).*

#### **7. EXECUTIVE SESSION**

The Mayor announced that there would be an Executive session per RCW 42.30.110(1) ( i ) subpart (2), Litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity. May be action to follow. They will be out for 15 minutes.

Mayor Penner recessed the meeting at 7:12pm for executive session for 15 minutes.

The Executive Session started at 7:12pm.

7:27pm- Extended for an additional 10 minutes.

7:37pm- Extended for an additional 5 minutes.

7:42pm- Extended for an additional 3 minutes.

7:45pm- Extended for an additional 1 minute.

7:46pm- Extended for an additional 1 minute.

7:47pm- Extended for an additional 2 minutes.

7:49pm- Extended for an additional 2 minutes.

7:51pm – Session over.

Mayor Penner called the meeting back to order at 7:51pm.



## 8. ADJOURNMENT

*Deputy Mayor Hogan made a motion to Adjourn. Second by Councilmember Pestinger.  
Motion passed (6-0).*

Mayor Penner adjourned the meeting at 7:52 pm.

ATTEST:

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

\_\_\_\_\_  
*Joshua Penner, Mayor*

## Councilmembers

### **Position No.**

1. Tod Gunther
2. John Kelly
3. Michelle Gehring
4. Joachim Pestinger
5. Nicola McDonald
6. Greg Hogan
7. Scott Drennen



**MAYOR JOSHUA PENNER, CHAIR**

## ORTING CITY COUNCIL

Special Meeting Minutes  
Orting Multi-Purpose Center  
202 Washington Ave. S,  
Orting, WA  
June 19, 2019  
**6PM.**

### **1. CALL MEETING TO ORDER**

Mayor Penner called the special meeting to order at 6:00pm. Councilmember Gunther led the pledge of allegiance.

**Councilmembers Present:** Deputy Mayor Greg Hogan, Councilmembers Tod Gunther, John Kelly, Michelle Gehring, Joachim Pestinger, Nicola McDonald, and Scott Drennen.

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

### **2. EXECUTIVE SESSION**

Mayor Penner briefed that there would be an Executive session per RCW 42.30.110(1) ( i ) subpart (2), Litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity. Action anticipated after resuming to open session. Will be in session for 5 minutes.

Mayor Penner recessed the meeting to Executive session at 6:03pm.

6:03pm- 5 minutes

6:08pm- Extended for an additional 2 minutes.

6:10pm- Extended for an additional 3 minutes.

6:13pm- Extended for an additional 2 minutes.

6:15pm – Session over.

Mayor Penner called the meeting back to order at 6:15pm.

***Deputy Mayor Hogan made a motion authorize the Mayor to enter into Settlement Agreement with Luminda Gale for \$54,338.05 pertaining to unpaid gambling taxes she owes to the City, and to Execute all documents necessary to effectuate the settlement. Second by Councilmember Kelly.***

Councilmember McDonald stated that she supported the motion but she took issue with the process and felt Council had not received the information in the manner they had asked for it.

***Motion passed (6-1). (No)- Councilmember Gunther.***

### **3. ADJOURNMENT**

***Councilmember Pestinger made a motion to adjourn. Second by Councilmember McDonald. Motion passed (7-0).***

Mayor Penner adjourned the meeting at 6:16 pm.

ATTEST:

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

\_\_\_\_\_  
Joshua Penner, Mayor

## **COUNCILMEMBERS**

### **Position No.**

1. Tod Gunther
2. John Kelly
3. Michelle Gehring
4. Joachim Pestinger
5. Nicola McDonald
6. Greg Hogan
7. Scott Drennen



**ORTING CITY COUNCIL**  
Study Session Meeting Minutes  
Orting Multi-Purpose Center  
202 Washington Ave. S, Orting,  
WA  
June 19, 2019  
**6PM.**

### **CHAIR, DEPUTY MAYOR GREG HOGAN**

**1. CALL MEETING TO ORDER.** (Pledge and Roll taken at special meeting preceding the study session)  
Deputy Mayor Hogan called the meeting to order at 6:20pm.

**Councilmembers Present:** Deputy Mayor Greg Hogan, Councilmembers Tod Gunther, John Kelly, Michelle Gehring, Joachim Pestinger, Nicola McDonald, Scott Drennen.

**Staff Present:** Jane Montgomery, City Clerk, Scott Larson, Treasurer, Chris Gard, Chief of Police, Emily Terrell, City Planner, Greg Reed, PW Director.

## **2. COMMITTEE REPORTS**

### **Public Works**

Councilmember Drennen discussed June topics:

- Chip Seal;
- Sidewalk projects;
- SR162 Bridge 98% complete, information coming in July;
- Asset Management going forward, a process over course of 5 or more years;
- Whitehawk Blvd review to make crossing safer with signage.

### **Public Safety**

Councilmember Kelly briefed on topics discussed at the last meeting:

- Chief reported on status of Police Department;
- Civil Service changed rules related to hiring of Lateral Candidates;
- Replacement of an older police vehicle- estimate to fix is more than its worth;
- Searching for a small hybrid car for the Detective.

### **Community and Government Affairs**

Councilmember Gehring briefed on topics discussed at the last meeting:

- Parks report- update on Community build at Calistoga Park;
- Anticipated opening of Calistoga Park is July 1<sup>st</sup>;
- Appointment process to nominate Councilmember not ready, will be done at next CGA meeting.

Two items are on the agenda, Sponsorship application and Grant Policy Modification.

## **3. STAFF REPORTS**

### **Chief Gard**

- Held his first RAD self-defense class;
- Will be implementing crime prevention Instruction- sending Officer Boone to training-will include the school district;
- Purchased 10 used less legal shotguns;
- Awarded WSPC Grant for Radar unit;
- Interviews on the 27<sup>th</sup> for lateral candidates;

- Bike Racks for officers;
- 5K run for fallen was a massive success- 700 people raised \$40,000. Lieutenant Turner spearheaded the event;

Discussion followed about dash cams. The Chief indicated that the Police Department does not have the infrastructure for storage of data for dash cams. Cost is currently prohibitive. Chief stated that there are not a lot of body cams in Pierce County. Prosecutors have difficulty downloading them.

### **Greg Reed**

- Public Works building is almost built out;
- Changing out old meters and putting in remote read meters;
- Sewer group doing a lot of cleaning- vactor truck out, and doing maintenance;
- Interviewing candidates for sewer position, Offer soon;
- Storm position advertising going out, did an internal posting but no one applied;
- Maintenance crew worked extensively at the Cemetery;
- Going over alleyways with graders;
- Focusing on Stormwater ponds;
- Sidewalk replacement bid going out next week;
- Sewer reline any day;
- Chip Seal bid going out next week- may join bid with Bonney Lake and Sumner-to make it more successful and more bang for the buck.

### **Scott Larson**

Briefed on the budget.

### **Mayor Penner**

Mayor Penner asked the status of the DM Disposal AD HOC Committee. The Committee had not met yet. The Mayor asked if they needed any support from staff and they indicated that they did not. City Attorney Archer said that the City does have a right to say no to their request per our contract. Various agencies all have different contracts with DM Disposal. Councilmember Drennen urged the Council to make the decision from the perspective of continuing a long-term relationship with DM Disposal. He would like to try to work with them and mitigate the situation for the next time we have to make a deal with them. Councilmember McDonald stated the City has always given 100%. DM waited 3 years to tell the City their situation. Councilmember Drennen it in the City's best interest to find a solution. Councilmember McDonald felt the decisions should be their solution.

## **4. AGENDA ITEMS**

### **A. AB19-40- Resolution No. 2019-13- Sponsorship- Pumpkin Fest.**

Councilmember Gehring briefed on the application from Pumpkin Fest. Pumpkin Fest takes place on October 21, 2019. The Committee found the application to be complete and they recommended approval of the application. **Action:** Move to Consent Agenda on July 10, 2019.

### **B. AB19-41-Right –of-Way Occupancy and Use Agreement with Pierce County- Early Outdoor Warning Alarms.**

City Attorney Archer briefed. Pierce County has installed (and seeks to maintain) Early Outdoor Warning alarm systems within the City's rights of way for providing emergency notice of volcanic activity on Mount Rainier. This Agreement has been negotiated with Pierce County, and allows Pierce County to install, operate and maintain those alarm systems subject to the terms and conditions presented. This agreement will memorialize the alarms in the right-of-way, and shifts liability to the County. **Action:** Move to Consent Agenda on July 10, 2019.

**C. AB19-42- Ordinance No 2019-1046-Granting A Nonexclusive Master Use Permit To Mclmetro Access Transmission Services Corp. D/B/A Verizon Access Transmission Services.**

City Attorney Archer briefed. MCI Metro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services (“MCI Metro”), has applied for a Master Use Permit for the use of portions of City rights-of-way for the installation, operation, and maintenance of a fiber optic-based communications systems to provide fiber optic-based telecommunications service to customers in the Western Washington region. The Master Use Permit has been negotiated with MCI Metro, and calls for the co-location of fiber optics on existing utility poles within the City (and no new poles). A map detailing the proposed service area was attached. Per RCW 35A.47.040, the Council may not adopt an ordinance or resolution adopting a franchise until five days after its introduction. Therefore, Staff recommends that Council approve the first reading of the attached Ordinance at this meeting, and that Ordinance return for final adoption at the Council’s next regular meeting. **Action:** Move to Consent Agenda on July 10, 2019.

**D. AB19-43- Amendment to the Grant Policy.**

Councilmember Gehring briefed. CGA has completed their review. The proposed amendments encourage organizations to fundraise so that they are not solely dependent on grant funds from the City that may or may not be allocated due to limited City funds. The amendment also addresses the desire to give priority to the vulnerable and needy, and establishes funding Levels. The CGA Committee reviewed the policy on June 13<sup>th</sup>, 2019, and recommends the proposed amendments. **Action:** Move to Consent Agenda on July 10, 2019?

**E. Fireworks Referendum.**

Charlotte Archer briefed on the Referendum process for an advisory vote. The Council will need a Resolution by the first meeting in July. Discussion ensued about the language that the Council wanted on the ballot. They decided they wanted it to say “Shall the discharge of fireworks be prohibited within the City of Orting at all times of the year with the exception of properly licensed and permitted public displays? The Resolution needs to be submitted to the elections office by August 6th. The Council needs to work on forming for and against committees. The statements will need to be done by the end of July. The City cannot take a position or use city resources. If Council ultimately votes on a ban, an ordinance would be prepared for the last meeting in November or first meeting in December. Any ban on fireworks is not effective until 1 year after passage.

Councilmember McDonald brought forward a discussion regarding the process we follow moving items from Committees to Study Sessions, to Regular meetings. She wanted to be sure Council follows that process. Councilmember Drennen stated that there are some issues in the City that are more controversial and maybe should not be left to one committee. Deputy Mayor Hogan stated he brought it back to the agenda because of the fireworks situation in the City. Councilmember McDonald would like to ensure that the process of bringing something back is the exception rather than the rule. There was debate about waiting and seeing if increased enforcement would solve the fireworks problem. Council’s decision does not have to go along with the advisory vote and at some point in time, Council will have to make the final decision regarding fireworks. **Action:** City Attorney will bring a Resolution to the next meeting in July.

Councilmember Drennen suggested that staff make written staff reports at study sessions rather than verbal reports at the study session. The Mayor stated it can be considered.

**F. Deputy Mayor Process.**

Councilmember Gunther briefed that he had a large amount of feedback from citizens that have stated that they don’t trust the current process. Two citizens wrote letters asking why Councilmember Drennen was passed over. He also spoke about Facebook postings and stated he felt there is a loss of trust from



citizens who feel that the Deputy Mayor Position appointment has been politicized. Councilmember Gunther proposed a pilot program by ranking priority instead of seniority. Councilmember Drennen stated he does not currently have a desire to be Deputy Mayor but stated that over the years the appointment has at times been contentious and divisive. He stated it used to be a rotation process. The Mayor stated that staff has not been directed to develop a resolution and that staff won't work on a resolution without direction from the Council. Councilmember McDonald had concerns with the seniority proposal because the Council may put term limits in place at a future date and that could conflict with a seniority process. Councilmember Kelly would like to leave it as it is now, based on the person the Council looks to as a leader. Councilmember McDonald stated that she does not agree that Councilmember Drennen was passed over, because anyone who wanted to volunteer for the Committees was allowed to do so. Councilmember Drennen asked if there were other ways that Councils go thru this process. City Attorney Archer said that the state statute says a deputy mayor must be appointed by majority council vote, but the mechanism can be determined by the Council.

Councilmember Pestinger had to leave for a meeting in Sumner at 7:59pm.

Councilmember McDonald stated that if the Deputy Mayor Process comes back to CGA Committee again, it needs to come with a specific proposal that is well laid out, developed and should not be tasked to CGA to develop. **Action:** Deputy Mayor Process is going back to CGA Councilmember Gunther will bring a specific written proposal to CGA.

Deputy Mayor Hogan informed Council that Councilmember Drennen wished to add an item to the agenda.

***Councilmember Drennen made a motion to suspend the rules and add an item to the agenda. Second by Councilmember Gunther. Motion passed (6-0).***

***Councilmember Drennen made a motion to amend the agenda to have an executive session to discuss the legal risk of proposed action per RCW 42.30.110(i). (3). They will be out for 5 minutes with no action to follow. Second by Councilmember McDonald. Motion passed (6-0).***

Deputy Mayor Hogan recessed the meeting at 8:03pm for 5 minutes. No action after.

The Executive Session started at 8:03pm.

8:08pm- Extended for an additional 2 minutes.

8:10pm- Extended for an additional 2 minutes.

8:12pm- Extended for an additional 1 minute.

8:13pm – Session over.

Deputy Mayor Hogan called the meeting back to order at 8:13pm.

## **5. ADJOURNMENT**

Deputy Mayor Hogan adjourned the meeting at 8:15 pm.

**ATTEST:**

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

\_\_\_\_\_  
**Joshua Penner, Mayor**



VOUCHER/WARRANT REGISTER  
FOR JUNE 26, 2019 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 #47382 THRU #47437  
EFT 9187.45  
IN THE AMOUNT OF \$ 176,397.52  
WARRANT-47386 VOIDED

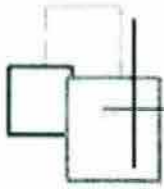
PAYROLL WARRANTS # 23537 THRU #23539= \$18542.13  
EFT \$ 117099.80  
IN THE AMOUNT OF \$ 139,069.62

ARE APPROVED FOR PAYMENT ON JUNE 27, 2019

COUNCILPERSON \_\_\_\_\_

COUNCILPERSON \_\_\_\_\_

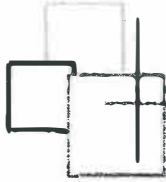
CITY CLERK \_\_\_\_\_



# Fund Transaction Summary

Transaction Type: Invoice  
Fiscal: 2019 - JUNE 2019 - 2nd Council Date

Fund Number	Description	Amount
001	Current Expense	\$47,104.50
101	City Streets	\$9,560.85
104	Cemetery	\$403.79
105	Parks Department	\$23,133.47
304	City Hall Construction	\$6,884.08
401	Water	\$63,693.44
408	Wastewater	\$17,370.41
410	Stormwater	\$3,318.44
412	Utility Land Acquisition	\$4,928.54
	<b>Count: 9</b>	<b>\$176,397.52</b>

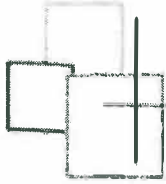


# Register

Fiscal: 2019  
 Deposit Period: 2019 - JUNE 2019  
 Check Period: 2019 - JUNE 2019 - 2nd Council Date

Number	Name	Print Date	Clearing Date	Amount
<b>Key Bank</b>	<b>0032707010</b>			
<b>Check</b>				
<u>EFT-May 2019 MasterCard</u>	Keybank-MasterCard	6/13/2019	6/14/2019	\$9,187.45
		<b>Total</b>	<b>Check</b>	<b>\$9,187.45</b>
		<b>Total</b>	<b>0032707010</b>	<b>\$9,187.45</b>
<b>Key Bank</b>	<b>2000073</b>			
<b>Check</b>				
<u>47382</u>	Anytime Fitness	6/14/2019		\$200.00
<u>47383</u>	Arrow Lumber	6/14/2019		\$683.04
<u>47384</u>	Brisco Inc.	6/14/2019		\$233.12
<u>47385</u>	Brouillette, Ken	6/14/2019		\$180.00
<u>47386</u>	Buell Recreation LLC	6/14/2019	6/18/2019	\$21,357.23
<u>47387</u>	Core & Main	6/14/2019	6/21/2019	\$542.11
<u>47388</u>	Culligan Seattle WA	6/14/2019	6/21/2019	\$40.91
<u>47389</u>	Curry & Williams, P.I.I.c	6/14/2019		\$1,958.34
<u>47390</u>	Drain-Pro INC	6/14/2019		\$59.39
<u>47391</u>	Durnford Construction INC	6/14/2019	6/17/2019	\$50,000.00
<u>47392</u>	Fastenal Company	6/14/2019		\$638.81
<u>47393</u>	H D Fowler Company	6/14/2019	6/20/2019	\$2,319.41
<u>47394</u>	Logan Enterprises INC	6/14/2019		\$1,395.00
<u>47395</u>	North Central Laboratorie	6/14/2019	6/21/2019	\$565.14
<u>47396</u>	Northwest Abatement Services INC	6/14/2019	6/21/2019	\$1,050.00
<u>47397</u>	O'Reilly Auto Parts	6/14/2019		\$191.63
<u>47396</u>	Puget Sound Energy	6/14/2019	6/20/2019	\$5,070.29
<u>47399</u>	Pumptech Inc	6/14/2019	6/20/2019	\$568.36
<u>47400</u>	Sarco Supply	6/14/2019	6/20/2019	\$487.71
<u>47401</u>	Sunnyside, City Of	6/14/2019		\$188.00
<u>47402</u>	Systems For Public Safety Inc	6/14/2019		\$2,989.12
<u>47403</u>	The Walls Law Firm	6/14/2019		\$1,875.00
<u>47404</u>	UniFirst Corporation	6/14/2019		\$605.34
<u>47405</u>	Utilities Underground Location Center	6/14/2019	6/20/2019	\$141.68
<u>47406</u>	Vision Forms LLC	6/14/2019		\$3,063.75
<u>47407</u>	Water Management Lab Inc.	6/14/2019		\$156.00
<u>47408</u>	Western Exterminator Company	6/14/2019		\$2,204.21
<u>47409</u>	Buell Recreation LLC	6/26/2019	6/21/2019	\$16,397.78
<u>47410</u>	Frost Landscape	6/26/2019	6/20/2019	\$6,271.35
<u>47411</u>	D&D Construction Inc	6/25/2019		\$2,394.00
<u>47412</u>	Big J'S Outdoor Store	6/26/2019		\$1,756.48

Number	Name	Print Date	Cleaing Date	Amount
<u>47413</u>	BlueTarp Credit Services	6/26/2019		\$49.16
<u>47414</u>	Business Solutions Center	6/26/2019		\$4.37
<u>47415</u>	Centurylink	6/26/2019		\$857.95
<u>47416</u>	Cintas Corporation #461	6/26/2019		\$220.08
<u>47417</u>	Comcast	6/26/2019		\$503.58
<u>47418</u>	Core & Main	6/26/2019		\$37.09
<u>47419</u>	Corliss Resources, Inc	6/26/2019		\$1,535.68
<u>47420</u>	Crystal & Sierra Springs	6/26/2019		\$117.05
<u>47421</u>	Enumclaw, City of	6/26/2019		\$1,095.97
<u>47422</u>	Ford Motor Credit Company LLC	6/26/2019		\$1,103.78
<u>47423</u>	Helix Design Group	6/26/2019		\$5,834.08
<u>47424</u>	Isenhart, Larry	6/26/2019		\$195.00
<u>47425</u>	Mitel Leasing	6/26/2019		\$549.36
<u>47426</u>	Orca Pacific, Inc	6/26/2019		\$988.51
<u>47427</u>	P.c. Budget & Finance	6/26/2019		\$2,559.61
<u>47428</u>	Platt	6/26/2019		\$35.80
<u>47429</u>	PRO-VAC	6/26/2019		\$2,142.28
<u>47430</u>	Puget Sound Energy	6/26/2019		\$21,023.73
<u>47431</u>	SCORE	6/26/2019		\$1,260.00
<u>47432</u>	SHRED-IT USA	6/26/2019		\$174.35
<u>47433</u>	Sound Municipal Consultants-Emily Terrell	6/26/2019		\$16,267.23
<u>47434</u>	Surplus Ammo & Arms LLC	6/26/2019		\$2,696.99
<u>47435</u>	UniFirst Corporation	6/26/2019		\$369.38
<u>47436</u>	Verizon Wireless	6/26/2019		\$3,062.44
<u>47437</u>	Whitworth Pest Solutions, INC	6/26/2019		\$300.63
<u>V-47386</u>	Buell Recreation LLC	6/26/2019		Void
<u>V47386</u>	Buell Recreation LLC	6/26/2019	6/18/2019	(\$21,357.23)
		<b>Total</b>	<b>Check</b>	<b>\$167,210.07</b>
		<b>Total</b>	<b>2000073</b>	<b>\$167,210.07</b>
		<b>Grand Total</b>		<b>\$176,397.52</b>



# Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
Anytime Fitness	47382	June2019-401	001-521-20-21-01	Gym Membership- June 2019	\$200.00
				<b>Total</b>	<b>\$200.00</b>
Arrow Lumber	47383	600186-May 2019	001-521-20-31-03	Batteries	\$6.20
			001-521-50-48-06	PSP Light Bulbs	\$7.64
			001-525-30-30-00	Stakes for Lahar Drill	\$83.26
			104-536-50-48-00	Refund on Paint- 188937/6	(\$22.78)
			104-536-50-48-00	Brush-Cemetery	\$7.09
			104-536-50-48-00	Hose Cemetery	\$10.37
			104-536-50-48-00	Paint	\$15.06
			104-536-50-48-00	Rags & Paint	\$15.83
			104-536-50-48-00	Paint & Supplies	\$73.74
			105-576-80-31-00	Paint-Calistoga Park	\$7.97
			105-576-80-31-02	Swivel-Adapter- Flower Baskets	\$3.96
			105-576-80-31-02	Hooks-Shut off Valve-Baskets	\$9.27
			401-534-10-31-00	Sprayer-Water Samples	\$15.28
			401-534-50-35-00	Curb Key-Screw Driver Set-Blade	\$19.75
			401-534-50-48-02	Hose Fitting- Pressure Washer	\$12.01
			401-534-50-48-02	Nipple-Coupling Water Stock	\$14.30
			401-534-50-48-02	Adapter-Well 4	\$15.23
			401-534-50-48-02	Coupler-Nipple-Air Hose-Wingate	\$24.88
			401-534-50-48-02	South Park-Water Irrigation	\$25.85
			401-534-50-48-02	Vacuum Breaker- Well 1	\$26.21
			401-534-50-48-02	Flex Hose-Well 3	\$30.59
			401-534-50-48-02	Brass Nipple-Tee Wingate	\$36.01
			401-534-50-48-02	Poly Tubing	\$193.46
			410-531-38-31-00	Safety Glasses	\$14.41
			410-531-38-35-00	Machete	\$10.92
			412-594-38-62-01	Parts for 4" Sewer New Public Works Shop	\$26.53
				<b>Total</b>	<b>\$683.04</b>
Big J'S Outdoor Store	47412	June2019-411	001-521-20-31-06	Ammunition	\$47.20
			001-521-20-31-06	Ammunition-Sig Magazine	\$289.62

Vendor	Number	Invoice	Account Number	Notes	Amount	
Big J'S Outdoor Store	47412	June2019-411	001-521-20-31-06	Ammunition	\$480.90	
			001-521-50-48-04	Gun Cleaning Supplies	\$20.72	
			001-524-20-31-00	Safety Vests	\$120.16	
			001-594-21-64-49	Sig Sauer P320 RX	\$797.88	
			<b>Total</b>	<b>\$1,756.48</b>		
BlueTarp Credit Services	47413	F29091/3	401-534-50-35-00	2 IN Port Gate Valve	\$38.19	
			401-534-50-48-02	Sillcock Key	\$10.97	
			<b>Total</b>	<b>\$49.16</b>		
Brisco Inc.	47384	June2019-402	001-524-20-32-01	Fuel Sewer	\$50.00	
			001-524-20-32-01	Fuel Buiding	\$50.00	
			105-594-76-63-07	Fuel Storm	\$133.12	
			<b>Total</b>	<b>\$233.12</b>		
Brouillette, Ken	47385	2019-04	001-524-20-49-00	Fire Wall for New Public Works Building	\$180.00	
			<b>Total</b>	<b>\$180.00</b>		
Buell Recreation LLC	V47386	V-WAORT-020719	105-594-76-63-07	Voided no Retainage Held	(\$6,415.91)	
		V-WAORT-020819	105-594-76-63-07	Voided no Retainage Held	(\$14,531.44)	
		V-WAORT-060319	105-594-76-63-07	Voided no Retainage Held	(\$409.88)	
	47409	WAORT 020719	105-576-80-48-01	Calistoga Playground-Install Desks Holes	\$6,122.41	
		WAORT 020819	105-594-76-63-07	Calistoga Playground-Install & Blowing of Chips	\$13,866.69	
	47386	WAORT 060319	105-594-76-63-07	Calistoga Playground-Prep for Cement & Footings	\$391.13	
		WAORT 102918-Retainage Playtoy	105-594-76-63-07	Retainage Held	(\$3,982.45)	
		WAORT 020819	105-594-76-63-07	Calistoga Playground-Install & Blowing in Chips	\$14,531.44	
	47386	WAORT-020719	105-576-80-48-01	Calistoga Playground-Install Decks Holes for Posts	\$6,415.91	
		WAORT-060319	105-594-76-63-07	Calistoga Playground-Install Footing & Anchors-Cement Prep for Spinner	\$409.88	
	<b>Total</b>			<b>Total</b>	<b>\$16,397.78</b>	
	Business Solutions Center	47414	106749	001-512-50-31-00	Code Book Copied to CD	\$4.37
					<b>Total</b>	<b>\$4.37</b>
Centurylink	47415	300549640-June 2019	408-535-10-42-01	Sewer Phoines	\$42.44	
		300549906-June 2019	401-534-10-42-01	Harman Springs	\$58.53	
		300550216-June 2019	408-535-10-42-01	Sewer Phones	\$185.37	



Vendor	Number	Invoice	Account Number	Notes	Amount
Centurylink	47415	300550553-June 2019	001-521-50-42-00	PD Phones	\$399.68
		300550592-June 2019	001-512-50-42-00	Court Phones	\$101.04
		409178327-June 2019	001-521-50-42-01	PD Repeater	\$70.89
		<b>Total</b>			<b>\$857.95</b>
Cintas Corporation #461	47416	4024448254	408-535-60-48-04	Cleaning of City Park Restrooms	\$220.08
				<b>Total</b>	<b>\$220.08</b>
Comcast	47417	0221105June2019	001-514-23-42-00	City Hall Internet	\$60.31
			001-524-20-31-00	City Hall Internet	\$60.31
			401-534-10-42-01	City Hall Internet	\$60.31
			408-535-10-42-01	City Hall Internet	\$60.31
		0221113June2019	001-521-50-42-00	PSB Internet	\$241.24
			5839-June2019	001-514-23-42-00	City Hall-Cable
		001-524-20-31-00	City Hall-Cable	\$5.27	
			401-534-10-42-01	City Hall-Cable	\$5.28
			408-535-10-42-01	City Hall-Cable	\$5.27
			<b>Total</b>	<b>\$503.58</b>	
Core & Main	47387	K589049	412-594-38-62-01	New Public Works Building-HYD Repair	\$413.67
		K644174	412-594-38-62-01	New Public Works Building-Sewer Parts	\$101.11
		K644497	412-594-38-62-01	New Public Works Building-Sewer Parts	\$27.33
	47418	K695885	401-534-50-48-02	Brass Tee No Lead	\$37.09
		<b>Total</b>	<b>\$579.20</b>		
Corliss Resources, Inc	47419	196236	412-594-38-62-01	3-Way Topsoil -New Public Works Building	\$655.81
		196237	412-594-38-62-01	3-Way Topsoil -New Public Works Building	\$87.44
		196535	412-594-38-62-01	3-Way Topsoil -New Public Works Building	\$349.76
		197123	412-594-38-62-01	3-Way Topsoil -New Public Works Building	\$442.67
		<b>Total</b>	<b>\$1,535.68</b>		
Crystal & Sierra Springs	47420	5225720 062219	401-534-10-31-00	Water for Public Works	\$67.00
			408-535-10-31-00	Water for Public Works	\$50.05
			<b>Total</b>	<b>\$117.05</b>	
Culligan Seattle WA	47388	0482081	001-521-20-31-03	Water for PD	\$40.91
<b>Total</b>	<b>\$40.91</b>				
Curry & Williams, P.I.I.c	47389	June2019-400	001-512-50-10-02	Court Judge-May 2018	\$1,958.34
				<b>Total</b>	<b>\$1,958.34</b>

Vendor	Number	Invoice	Account Number	Notes	Amount
D&D Construction Inc	47411	MPC-Roof Retainage	001-594-75-64-14	MPC-Roof Retainage	\$2,394.00
				<b>Total</b>	<b>\$2,394.00</b>
Drain-Pro INC	47390	56298	408-535-60-48-04	Honey Bucket Service-Calistoga & Washington	\$59.39
				<b>Total</b>	<b>\$59.39</b>
Durnford Construction INC	47391	Pay Request #1 SR162 E Water Line Replacement	401-594-34-63-30	SR 162 E Water Line Replacement-Payment #1	\$50,000.00
				<b>Total</b>	<b>\$50,000.00</b>
Enumclaw, City of	47421	05649	001-523-60-41-00	Jail Fees-May 2019 & Medications	\$1,095.97
				<b>Total</b>	<b>\$1,095.97</b>
Fastenal Company	47392	WAPUY95828	401-534-10-31-00	Water Meter Locks	\$638.81
				<b>Total</b>	<b>\$638.81</b>
Ford Motor Credit Company LLC	47422	1672497-Lease Payment #8 - 2018 Ford F-150-P 8487902	001-591-21-70-03	1672497-Lease Payment #8 - 2018 Ford F-150-P 8487902	\$814.40
			001-592-21-80-02	1672497-Lease Payment #8 - 2018 Ford F-150-I 8487902	\$289.38
				<b>Total</b>	<b>\$1,103.78</b>
Frost Landscape	47410	12761-May 2019	105-576-80-48-08	Landscape Services-May 2019	\$6,271.35
				<b>Total</b>	<b>\$6,271.35</b>
H D Fowler Company	47393	I5157233	401-594-34-63-30	178th Water Line Crossing	\$1,232.69
		I5157236	412-594-38-62-01	New Public Works Building-Pump Station	\$1,086.72
				<b>Total</b>	<b>\$2,319.41</b>
Helix Design Group	47423	A18-021.01 0000007	304-594-18-60-01	New City Hall Facilities 60	\$653.45
			304-594-31-60-01	new City Hall Facilities 9	\$98.02
			304-594-34-60-01	New City Hall Facilities 9	\$98.01
			304-594-35-60-01	New City Hall Facilities 18	\$196.03
			304-594-44-60-01	New City Hall Facilities 2	\$21.78
			304-594-76-60-01	New City Hall Facilities 2	\$21.79
		A18-021.18 0000002	304-594-18-60-01	New City Hall Facilities	\$2,847.00
			304-594-31-60-01	New City Hall Facilities	\$427.05

Vendor	Number	Invoice	Account Number	Notes	Amount		
Helix Design Group	47423	A18-021.18 0000002	304-594-34-60-01	New City Hall Facilities	\$427.05		
			304-594-35-60-01	New City Hall Facilities	\$854.10		
			304-594-44-60-01	New City Hall Facilities	\$94.90		
			304-594-76-60-01	New City Hall Facilities	\$94.90		
			<b>Total</b>		<b>\$5,834.08</b>		
Isenhart, Larry	47424	June2019-410	001-524-60-40-01	Consultation with New Code Enforcement	\$195.00		
			<b>Total</b>		<b>\$195.00</b>		
Keybank-MasterCard	EFT-May 2019 MasterCard	1181-Lincoln-May 2019	001-524-20-31-01	Sewing of City Pathces on Shirts	\$13.12		
			001-524-20-31-01	Shirts	\$44.62		
			001-594-24-64-07	Electronic Plan Review-Field Inspeccion	\$588.67		
			1513-Kainoa-May 2019	001-512-50-31-00	Office Supplies	\$271.01	
			1668-Finance-May 2019	001-511-60-31-01	Copy Paper	\$132.50	
				001-512-50-31-01	Supplies for Postage Machine	\$26.47	
				001-513-10-31-00	Office Supllies	\$38.97	
				001-513-10-31-01	Supplies for Postage Machine	\$26.47	
				001-514-23-31-01	Supplies for Postage Machine	\$39.72	
				001-514-23-31-02	Credit on Adding Maching Tape	(\$14.53)	
				001-514-23-31-02	Office Supplies	\$31.87	
				001-514-23-31-02	Copy Paper-Office Supplies	\$33.12	
				001-514-23-31-02	Office Supplies	\$56.77	
				001-521-20-31-07	Supplies for Postage Machine	\$26.47	
				001-524-20-31-02	Supplies for Postage Machine	\$26.47	
				401-534-10-31-00	Copy Paper-Office Supplies	\$33.11	
				401-534-10-42-00	Supplies for Postage Machine	\$39.75	
				408-535-10-31-00	Copy Paper-Office Supplies	\$33.12	
				408-535-10-42-00	Supplies for Postage Machine	\$39.72	
				410-531-38-31-00	Copy Paper-Office Supplies	\$33.11	
				410-531-38-42-00	Supplies for Postage Machine	\$39.71	
				4050-PD 2-May 2019	001-521-40-49-00	Credit on Hotel-Gard	(\$313.58)
					001-521-40-49-00	Fight for ForceTraining-Chief Gard	\$328.60
				5423-Public Works-May 2019	001-525-60-30-01	Lahar Drill-Lunch	\$30.13
					401-534-10-31-00	Labels	\$13.18
					401-594-34-63-30	Message Sign Rental	\$2,854.50
					408-535-10-31-00	Batteries	\$32.05

Vendor	Number	Invoice	Account Number	Notes	Amount			
Keybank- MasterCard	EFT-May 2019	5423-Public Works-May 2019	408-535-90-49-00	Toll for O&M	\$6.00			
			408-535-90-49-00	Workshop-Sewer Pump Station Dinner for O&M	\$28.34			
			408-535-90-49-00	Workshop-Sewer Pump Station Hotel for O&M	\$219.78			
					410-531-38-31-00	Workshop-Sewer Pump Station Allegra Alergy	\$65.57	
					412-594-38-62-01	Desk for New City Shop	\$167.21	
					412-594-38-62-01	Desk for New City Shop	\$419.69	
					412-594-38-62-01	Office Furniture for New City Shop	\$1,114.80	
				5725-Bethune-May 2019	001-511-60-41-01	AWC Training- Pestinger	\$400.00	
					001-511-60-41-01	AWC Hotel for Pestinger	\$705.49	
					105-576-80-31-02	L-Bracket for Baskets	\$13.45	
				6182-Meek-May 2019	001-571-20-31-01	Storage for Parks & Rec	\$175.00	
					001-571-20-31-17	Fast Pitch Balls	\$47.03	
					001-571-20-31-17	Slow Pitch Balls	\$48.08	
					001-571-20-31-23	Coach Deck-Soccer	\$36.00	
					001-571-20-31-25	Coach Deck Baseball	\$36.00	
					001-571-20-31-27	Paint	\$26.11	
					001-571-20-44-00	Paper	\$43.34	
				7599-PD-May 2019	001-521-20-31-01	Uniform Items-Scott	\$244.86	
					001-521-20-31-03	Credit for Galls	(\$209.83)	
					001-521-20-31-03	Amazon Prime	\$14.20	
					001-521-20-31-03	Office Supplies	\$62.04	
					001-521-20-31-03	Copy Paper	\$98.34	
					001-521-20-31-03	Sector Paper	\$172.23	
					001-521-50-41-03	Carpet Cleaner Rental	\$57.35	
					001-521-50-48-02	Windshield Replacement-07 Tahoe	\$272.14	
				7765-Montgomery-May 2019	001-513-10-31-00	Drop Box-Monthly	\$10.98	
					001-513-10-31-00	File Folders-Flash Drive-Label Tape	\$96.47	
					001-514-30-49-04	Scanning & Copying for Records Request	\$295.28	
				8794-Woods May 2019	001-512-50-31-00	Abobe Monthly Charge	\$16.38	
						<b>Total</b>	<b>\$9,187.45</b>	
			Logan Enterprises INC	47394	17131-1	001-575-50-41-02	MPC Floor Cleaning	\$1,000.00
						001-514-21-41-01	Monthly Janitorial- June 2019	\$98.75
						001-524-20-49-02	Monthly Janitorial- June 2019	\$19.75
001-575-50-41-01	Monthly Janitorial- June 2019	\$79.00						
401-534-10-31-00	Monthly Janitorial- June 2019	\$79.00						
408-535-10-31-00	Monthly Janitorial- June 2019	\$79.00						

Vendor	Number	Invoice	Account Number	Notes	Amount
Logan Enterprises INC	47394	17131-2	410-531-38-31-00	Monthly Janitorial- June 2019	\$39.50
				<b>Total</b>	<b>\$1,395.00</b>
Mitel Leasing	47425	901967165	001-594-14-41-03	City Hall Phone Lease	\$74.55
			001-594-24-41-02	City Hall Phone Lease	\$14.91
			001-594-76-41-02	City Hall Phone Lease	\$14.91
			101-594-42-41-02	City Hall Phone Lease	\$14.91
			401-594-34-42-03	City Hall Phone Lease	\$83.50
			408-594-35-64-55	City Hall Phone Lease	\$80.51
			410-594-31-41-42	City Hall Phone Lease	\$14.91
		901967166	001-594-12-41-02	PSB Phone Lease	\$23.17
			001-594-21-41-03	PSB Phone Lease	\$227.99
				<b>Total</b>	<b>\$549.36</b>
North Central Laboratorie	47395	423679	408-535-10-31-00	Lab Supplies	\$423.74
		423809	408-535-10-31-00	Lab Supplies	\$141.40
				<b>Total</b>	<b>\$565.14</b>
Northwest Abatement Services INC	47396	19-3665-1	304-594-18-60-01	Ahera Survey Samples-Lead Based Paint 102 Bridge St S	\$630.00
			304-594-31-60-01	Ahera Survey Samples-Lead Based Paint 102 Bridge St S	\$94.50
			304-594-34-60-01	Ahera Survey Samples-Lead Based Paint 102 Bridge St S	\$94.50
			304-594-35-60-01	Ahera Survey Samples-Lead Based Paint 102 Bridge St S	\$189.00
			304-594-44-60-01	Ahera Survey Samples-Lead Based Paint 102 Bridge St S	\$21.00
			304-594-76-60-01	Ahera Survey Samples-Lead Based Paint 102 Bridge St S	\$21.00
				<b>Total</b>	<b>\$1,050.00</b>
O'Reilly Auto Parts	47397	1265583 May 2019	001-521-50-48-02	Car Wash Supplies	\$16.37
			001-521-50-48-02	Car Supplies	\$21.83
			001-521-50-48-02	Car Wash Supplies	\$34.40
			001-521-50-48-02	Car Supplies	\$36.03
			001-521-50-48-04	Tire Shine-Batteries	\$34.93
			104-536-50-48-00	Pin-FA1069	\$15.29

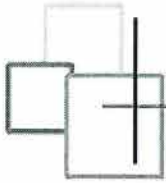
Vendor	Number	Invoice	Account Number	Notes	Amount
O'Reilly Auto Parts	47397	1265583 May 2019	401-534-50-35-00	Screw Drivers	\$32.78
				<b>Total</b>	<b>\$191.63</b>
Orca Pacific, Inc	47426	38918	401-534-10-31-01	Sodium Hypochlorite	\$988.51
				<b>Total</b>	<b>\$988.51</b>
P.c. Budget & Finance	47427	CI-270664 C-104188	001-511-20-49-04	2nd QRT RCC Dues	\$2,559.61
				<b>Total</b>	<b>\$2,559.61</b>
Platt	47428	V260560	412-594-38-62-01	Conduit & Coupling- New Public Works Building	\$35.80
				<b>Total</b>	<b>\$35.80</b>
PRO-VAC	47429	190603-026	408-535-50-48-02	Cleaning of Tanks- WWTP-Rainier Meadows-Puyallup River-VG Sewer- Carbon River-High Cedars	\$2,142.28
				<b>Total</b>	<b>\$2,142.28</b>
Puget Sound Energy	47430	200001247663-June2019	408-535-50-47-07	VC Lift Station	\$185.63
		200001247812-June2019	101-542-63-47-03	SR162 Signal	\$27.49
		200001248034-June2019	401-534-50-47-07	Harman Springs	\$74.68
		200001248190-June2019	105-576-80-47-01	North Park	\$10.41
		200001248372-June2019	401-534-50-47-08	Well 3	\$822.18
		200001248539-June2019	001-525-50-47-01	Lahar Siren	\$10.51
		200001532189-June2019	105-576-80-47-02	Main Park	\$144.70
			105-576-80-47-03	Bell Tower	\$62.02
		200002708986-June2019	408-535-50-47-07	VG Lift Station	\$238.33
		200003766280-June2019	001-514-21-32-01	City Hall-PW Shop	\$18.08
			001-514-21-47-01	City Hall-PW Shop	\$89.88
			001-524-20-32-05	City Hall-PW Shop	\$29.96
			401-534-50-47-01	City Hall-PW Shop	\$89.87
			401-534-50-47-09	City Hall-PW Shop	\$18.08
			408-535-50-47-01	City Hall-PW Shop	\$89.88
			408-535-50-47-08	City Hall-PW Shop	\$18.07
		200005438367-June2019	401-534-50-47-05	Wingate Pump Station	\$555.87
		200009717931-June2019	401-534-50-47-04	Well 2	\$64.11
		200010396543-June2019	105-576-80-47-01	North Park	\$79.44
		200010396733-June2019	401-534-50-47-11	Well 4 Pump Station	\$2,951.65
		200010629349-June2019	101-542-63-47-01	Ctiy Shop	\$14.91
			104-536-50-47-02	Ctiy Shop	\$11.92
			401-534-50-47-01	Ctiy Shop	\$14.90
			408-535-50-47-01	Ctiy Shop	\$17.89
		200013874264-June2019	408-535-50-47-04	WWTP	\$9,386.43
		200014994137-June2019	410-531-38-47-00	VG Lift Station	\$53.56
		200015669910-June2019	401-534-50-47-02	Wingate Chlorinator	\$112.68
		200019613294-June2019	104-536-50-47-02	Cemetery Shop	\$277.27
		200021064239-June2019	401-534-50-47-03	Well 1	\$369.65



Vendor	Number	Invoice	Account Number	Notes	Amount	
Puget Sound Energy	47430	200021119249-June2019	401-534-50-47-02	Chlorinator	\$26.16	
		200021421298-June2019	408-535-50-47-06	Rainier Meadows	\$29.48	
		200022934653-June2019	001-575-50-47-01	MPC	\$468.27	
		200024404523-June2019	408-535-50-47-02	Lift Station 1	\$116.57	
		220011476581-June2019	408-535-50-47-03	High Cedars Lift Station	\$109.95	
		220015220399-June2019	101-542-63-47-03	Street Lights	\$50.93	
		220015548930-June2019	101-542-63-47-03	Street Lights	\$48.56	
		47398	300000002406-June2019	101-542-63-47-03	Street Lights	\$5,070.29
		47430	400002436295-June2019	101-594-42-63-06	New Light Pole-Oring Middle School	\$4,333.76
					<b>Total</b>	<b>\$26,094.02</b>
Pumptech Inc	47399	0143342-IN	408-535-50-48-04	Chopper Pumps Adjustment-WWTP	\$568.36	
				<b>Total</b>	<b>\$568.36</b>	
Sarco Supply	47400	1121863	001-575-50-48-00	Bathroom Supplies for MPC	\$118.65	
		1121869	408-535-10-31-00	Supplies for Park Restrooms	\$369.06	
				<b>Total</b>	<b>\$487.71</b>	
SCORE	47431	3833-May 2019	001-523-60-41-00	Jail Fees-May 2019	\$1,260.00	
				<b>Total</b>	<b>\$1,260.00</b>	
SHRED-IT USA	47432	8127508569	001-521-20-31-03	PD Shredding	\$91.76	
		8127508611	001-514-23-31-02	City Hall Shredding	\$82.59	
				<b>Total</b>	<b>\$174.35</b>	
Sound Municipal Consultants-Emily Terrell	47433	2019-029 B	001-558-60-41-02	Contracted Planning Consultant	\$16,267.23	
				<b>Total</b>	<b>\$16,267.23</b>	
Sunnyside, City Of	47401	6595	001-523-60-41-00	Jail Fees-March 2019	\$188.00	
				<b>Total</b>	<b>\$188.00</b>	
Surplus Ammo & Arms LLC	47434	19-0177	001-594-21-64-50	Remington Rifles	\$1,977.98	
		19-0182	001-594-21-64-50	Rifle Mounts	\$719.01	
				<b>Total</b>	<b>\$2,696.99</b>	
Systems For Public Safety Inc	47402	035492	001-594-21-64-52	Strobe Cable 2018-Interceptor-4447	\$499.32	
		037861	001-594-21-64-52	Tactical Gear Drawer-2018 F150	\$2,489.80	
				<b>Total</b>	<b>\$2,989.12</b>	
The Walls Law Firm	47403	66	001-515-41-41-03	Prosecuting Attorney-May 2019	\$1,875.00	
				<b>Total</b>	<b>\$1,875.00</b>	
UniFirst Corporation	47435	1533420-1531338-1529242	408-535-10-31-03	Uniform Item-Protective Services	\$369.38	

Vendor	Number	Invoice	Account Number	Notes	Amount	
UniFirst Corporation	47404	3301518785	408-535-10-31-03	Uniform Item- Protective Services	\$176.89	
		3301520883	408-535-10-31-03	Uniform Item- Protective Services	\$115.57	
		3301522978	408-535-10-31-03	Uniform Item- Protective Services	\$104.16	
		3301525068	408-535-10-31-03	Uniform Item- Protective Services	\$104.36	
		3301527160	408-535-10-31-03	Uniform Item- Protective Services	\$104.36	
		<b>Total</b>				<b>\$974.72</b>
Utilities Underground Location Center	47405	9050207	401-534-60-41-00	Locates-May 2019	\$70.84	
			408-535-60-41-00	Locates-May 2019	\$70.84	
			<b>Total</b>		<b>\$141.68</b>	
Verizon Wireless	47436	9832195455	001-512-50-42-00	Cell Phones-Judge	\$55.87	
			001-514-23-42-00	Cell Phones	\$262.99	
			001-524-20-42-00	Cell Phones	\$72.32	
			001-575-50-42-01	Cell Phones	\$55.87	
			401-534-10-42-01	Cell Phones	\$503.83	
			408-535-10-42-01	Cell Phones	\$503.83	
		9832195456	001-512-50-42-00	Cell Phones-Court	\$122.70	
			001-521-20-45-01	Cell Phones-PD	\$684.06	
			001-521-20-45-02	Cell Connection Data-PD	\$800.97	
			<b>Total</b>		<b>\$3,062.44</b>	
			Vision Forms LLC	47406	5413	401-534-10-31-00
401-534-10-42-00	Utility Bill Processing & Mailing	\$66.37				
408-535-10-31-00	Utility Bill Processing & Mailing	\$28.74				
408-535-10-42-00	Utility Bill Processing & Mailing	\$66.38				
410-531-38-31-00	Utility Bill Processing & Mailing	\$28.75				
410-531-38-42-00	Utility Bill Processing & Mailing	\$66.37				
5419	401-534-10-31-00	Utility Bill Processing & Mailing				\$199.80
	401-534-10-31-00	Utility Bill Processing & Mailing-Water Quilty Report				\$333.63
	401-534-10-42-00	Utility Bill Processing & Mailing				\$446.35
	408-535-10-31-00	Utility Bill Processing & Mailing				\$199.80

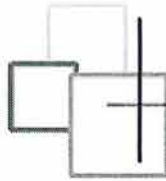
Vendor	Number	Invoice	Account Number	Notes	Amount	
Vision Forms LLC	47406	5419	408-535-10-42-00	Utility Bill	\$446.34	
			410-531-38-31-00	Processing & Mailing Utility Bill	\$199.80	
			410-531-38-42-00	Processing & Mailing Utility Bill	\$446.35	
			v	001-514-23-31-02	Financial-Receipt	\$101.26
			001-524-20-31-00	Financial-Receipt	\$50.63	
			001-571-20-31-01	Financial-Receipt	\$50.63	
			401-534-10-31-00	Financial-Receipt	\$101.27	
			408-535-10-31-00	Financial-Receipt	\$101.26	
			410-531-38-31-00	Financial-Receipt	\$101.27	
						<b>Total</b>
Water Management 47407 Lab Inc.		175940	401-534-10-41-03	Lab Testing	\$132.00	
			176244	401-534-10-41-03	Lab Testing	\$24.00
					<b>Total</b>	<b>\$156.00</b>
Western Exterminator Company	47408	1699630	410-531-38-48-03	Storm Pond Monitoring for Mosquito-May 2019	\$2,204.21	
					<b>Total</b>	<b>\$2,204.21</b>
Whitworth Pest Solutions, INC	47437	454641-454640	001-514-21-48-01	Pest Control-City Hall	\$109.30	
			001-575-50-48-00	Pest Control-MPC	\$191.33	
				<b>Total</b>	<b>\$300.63</b>	
				<b>Grand Total</b>	<b>\$176,397.52</b>	



# Fund Transaction Summary

Transaction Type: Invoice  
Fiscal: 2019 - JULY 2019 - 1st Council

Fund Number	Description	Amount
001	Current Expense	\$78,188.50
101	City Streets	\$8,903.17
105	Parks Department	\$26,091.00
303	Emergency Evacuation Bridge Fund	\$68,008.59
304	City Hall Construction	\$920.00
320	Transportation Impact	\$315.00
401	Water	\$29,830.45
408	Wastewater	\$27,448.26
410	Stormwater	\$31,274.52
412	Utility Land Acquisition	\$8,721.78
	<b>Count: 10</b>	<b>\$279,701.27</b>



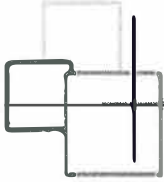
# Register

Fiscal: 2019  
Deposit Period: 2019 - JULY 2019  
Check Period: 2019 - JULY 2019 - 1st Council

Number	Name	Print Date	Clearing Date	Amount
<b>Key Bank</b>	<b>2000073</b>			
<b>Check</b>				
<u>47438</u>	Wex Bank	7/3/2019		\$1,822.18
<u>47439</u>	Alarm Center, Inc	7/10/2019		\$73.26
<u>47440</u>	Anytime Fitness	7/10/2019		\$200.00
<u>47441</u>	Arrow Lumber	7/10/2019		\$1,930.29
<u>47442</u>	Associated Petroleum Products INC	7/10/2019		\$1,689.39
<u>47443</u>	BlueTarp Credit Services	7/10/2019		\$443.56
<u>47444</u>	Brisco Inc.	7/10/2019		\$222.34
<u>47445</u>	Business Solutions Center	7/10/2019		\$301.66
<u>47446</u>	Centurylink	7/10/2019		\$1,875.37
<u>47447</u>	CenturyLink/Qwest	7/10/2019		\$274.99
<u>47448</u>	Core & Main	7/10/2019		\$9,171.01
<u>47449</u>	Corliss Resources, Inc	7/10/2019		\$1,722.58
<u>47450</u>	Cummins Northwest	7/10/2019		\$5,363.96
<u>47451</u>	Curry & Williams, P.I.I.c	7/10/2019		\$2,310.78
<u>47452</u>	Curtis Blue Line	7/10/2019		\$129.70
<u>47453</u>	Dept of Transportation	7/10/2019		\$104.01
<u>47454</u>	Drain-Pro INC	7/10/2019		\$778.80
<u>47455</u>	Frost Landscape	7/10/2019		\$5,570.20
<u>47456</u>	Galls LLC	7/10/2019		\$737.69
<u>47457</u>	Hach Company	7/10/2019		\$547.27
<u>47458</u>	Kelly, John	7/10/2019		\$261.73
<u>47459</u>	Korum Automotive Group	7/10/2019		\$55.47
<u>47460</u>	Law Offices of Matthew J Rusnak	7/10/2019		\$1,833.33
<u>47461</u>	Lewis, Jennifer	7/10/2019		\$1,120.00
<u>47462</u>	Meek, Beckie	7/10/2019		\$16.93
<u>47463</u>	Milo's Locksmith Company	7/10/2019		\$45.00
<u>47464</u>	Murphy-Brown, Mary	7/10/2019		\$60.00
<u>47465</u>	Opportunity Center Of Orting	7/10/2019		\$833.34
<u>47466</u>	Orca Pacific, Inc	7/10/2019		\$813.14
<u>47467</u>	Orting Historical Society	7/10/2019		\$100.00
<u>47468</u>	Orting School Dist #344	7/10/2019		\$150.00
<u>47469</u>	Orting Valley Fire & Rescue	7/10/2019		\$7,368.54
<u>47470</u>	Orting Valley Senior Cent	7/10/2019		\$1,083.33
<u>47471</u>	P.c. Budget & Finance	7/10/2019		\$7,978.66
<u>47472</u>	Parametrix	7/10/2019		\$173,088.30
<u>47473</u>	Pierce County Library System	7/10/2019		\$2,430.00

Number	Name	Print Date	Clearing Date	Amount
<u>47474</u>	Platt	7/10/2019		\$195.75
<u>47475</u>	POP Gymnastics Collective LLC	7/10/2019		\$308.00
<u>47476</u>	Public Safety Testing	7/10/2019		\$134.00
<u>47477</u>	Pumptech Inc	7/10/2019		\$2,427.32
<u>47478</u>	Sarco Supply	7/10/2019		\$258.46
<u>47479</u>	Schwab, Erica	7/10/2019		\$300.00
<u>47480</u>	Secure Pacific Corp/Mountain Alarm	7/10/2019		\$260.85
<u>47481</u>	Sound Municipal Consultants-Emily Terrell	7/10/2019		\$11,620.50
<u>47482</u>	Sound Uniform Solutions	7/10/2019		\$46.28
<u>47483</u>	South Sound 911	7/10/2019		\$24,500.00
<u>47484</u>	Spectral Laboratories	7/10/2019		\$504.00
<u>47485</u>	Sterling Codifers	7/10/2019		\$1,101.00
<u>47486</u>	Sumner Lawn'n Saw	7/10/2019		\$96.60
<u>47487</u>	T M G Services Inc	7/10/2019		\$393.26
<u>47488</u>	Tacoma News INC	7/10/2019		\$694.10
<u>47489</u>	Terex Services	7/10/2019		\$1,350.46
<u>47490</u>	The Walls Law Firm	7/10/2019		\$1,875.00
<u>47491</u>	UniFirst Corporation	7/10/2019		\$220.13
<u>47492</u>	US Bank Equipment Finance	7/10/2019		\$327.83
<u>47493</u>	Usabluebook	7/10/2019		\$419.92
<u>47494</u>	Water Management Lab Inc.	7/10/2019		\$161.00
		<b>Total</b>	<b>Check</b>	<b>\$279,701.27</b>
		<b>Total</b>	<b>2000073</b>	<b>\$279,701.27</b>
		<b>Grand Total</b>		<b>\$279,701.27</b>





# Custom Council IReport

Vendor	Number	Invoice	Account Number	Notes	Amount
Alarm Center, Inc	47439	1177668	001-521-50-42-02	Alarm PSB	\$73.26
				<b>Total</b>	<b>\$73.26</b>
Anytime Fitness	47440	July2019-207	001-521-20-21-01	Gym Membership- July 2019	\$200.00
				<b>Total</b>	<b>\$200.00</b>
Arrow Lumber	47441	600186-June 2019	001-521-20-45-03	Decal Remover	\$40.43
			105-576-80-31-00	Hillman Fasteners- Whitehawk Sign	\$11.15
			105-594-76-63-07	Credit for Return of Pallets	(\$136.63)
			105-594-76-63-07	Readimix- Calistoga Park Big Toy	\$38.15
			105-594-76-63-07	Readimix- Calistoga Park Big Toy	\$83.92
			105-594-76-63-07	Readimix- Calistoga Park Big Toy	\$1,084.80
			401-534-10-31-04	Safety Glasses	\$13.20
			401-534-50-35-00	Hillman Fasteners	\$6.54
			401-534-50-35-00	Dewalt Drill Combo Kit	\$94.73
			401-534-50-35-00	Dewalt Drill Combo Kit	\$284.17
			401-534-50-48-02	Tape-PVC Nipple- Well 1	\$3.59
			401-534-50-48-02	Hillman Fasteners- FA1074	\$4.58
			401-534-50-48-02	PVC Pipe-Well 3	\$7.04
			401-534-50-48-02	Coupling Well 3	\$9.28
			401-534-50-48-02	Nozzle-New Shop	\$10.37
			401-534-50-48-02	Shut Off Valve- Whitehawk Park	\$13.11
			401-534-50-48-02	Aqua Timer-Shut Off Valve	\$19.65
			401-534-50-48-02	Brush-Cleaner- Lubricant-Brush- Harman Springs	\$25.53
			401-534-50-48-02	Garden Hose	\$42.62
			408-535-10-31-00	Quick Charge Sander	\$17.37
			408-535-50-35-00	Dewalt Drill Combo Kit	\$94.72
			408-535-50-48-02	Coupling-WWTP	\$6.55
			410-531-38-35-00	Ratchet Straps- FA1069	\$34.95
			410-531-38-35-00	Dewalt Drill Combo Kit	\$94.72
			412-594-38-62-01	Pipe-Adapter- Extension	\$25.75
				<b>Total</b>	<b>\$1,930.29</b>

Vendor	Number	Invoice	Account Number	Notes	Amount
Associated Petroleum Products INC	47442	1445026-IN	101-542-30-32-00	Fuel	\$141.84
			401-534-80-32-00	Fuel	\$567.38
			401-534-80-32-01	Fuel	\$121.91
			408-535-80-32-00	Fuel	\$567.38
			408-535-80-32-01	Fuel	\$27.10
			410-531-38-32-01	Fuel	\$141.87
			410-531-38-32-02	Fuel	\$121.91
				<b>Total</b>	<b>\$1,689.39</b>
BlueTarp Credit Services	47443	F43095/3	408-535-60-48-04	Handle Assembly & Repair Kit-Park Restroom	\$34.95
		F43979/3	408-535-60-48-04	Water Saver-Repair Kit-Handle Repair Kit	\$87.39
		F44827/3	401-534-10-31-01	Shovels-Pruning Saw	\$321.22
				<b>Total</b>	<b>\$443.56</b>
Brisco Inc.	47444	July2019-210	001-524-20-32-01	Fuel Buiding	\$51.00
			410-531-38-32-02	Fuel Water	\$54.94
			410-531-38-32-02	Fuel Storm	\$55.87
			410-531-38-32-02	Fuel Sewer	\$60.53
				<b>Total</b>	<b>\$222.34</b>
Business Solutions Center	47445	106840	001-521-20-31-03	Business Cards-Taylor & Burson	\$43.71
		106849	001-512-50-31-00	City Code Scans	\$21.86
		106852	001-512-50-31-00	Court Forms	\$236.09
				<b>Total</b>	<b>\$301.66</b>
Centurylink	47446	300549818-July2019	001-514-23-42-00	City Phones	\$540.35
			001-524-20-42-00	City Phones	\$28.05
			101-542-63-47-03	SR162 Signal	\$59.85
			401-534-10-42-01	City Phones	\$569.41
			408-535-10-42-01	City Phones	\$482.72
			410-531-38-42-01	City Phones	\$194.99
				<b>Total</b>	<b>\$1,875.37</b>
CenturyLink/Qwest	47447	464B-July2019	001-521-20-45-02		\$116.86
		465B-July2019	001-521-20-45-02	Cell Connection	\$81.86
		492B-July2019	001-521-20-45-02	Cell Connection	\$76.27
				<b>Total</b>	<b>\$274.99</b>
Core & Main	47448	K729666	401-534-50-48-01	Meter Sets	\$9,171.01
				<b>Total</b>	<b>\$9,171.01</b>
Corliss Resources, Inc	47449	198851	412-594-38-62-01	Bio-Retention Mix-New Public Works Building	\$1,180.45
		198852	412-594-38-62-01	3 Way Top Soil-New Public Works Building	\$279.81

Vendo	Number	Invoice	Account Number	Notes	Amount
Corliss Resources, Inc	47449	201261	412-594-38-62-01	3 Way Top Soil-New Public Works Building	\$262.32
				<b>Total</b>	<b>\$1,722.58</b>
Cummins Northwest	47450	01-41084	401-534-60-48-02	Generator Repair Well #1	\$5,363.96
				<b>Total</b>	<b>\$5,363.96</b>
Curry & Williams, P.I.I.c	47451	JULY2019-202	001-512-50-10-02	Amount due for Jan-May New Contract	\$293.70
			001-512-50-10-02	Amount due for June Court Judge-2019	\$2,017.08
				<b>Total</b>	<b>\$2,310.78</b>
Curtis Blue Line	47452	INV28/1560	001-521-20-31-01	3rd QRT Police Dispatch	\$129.70
				<b>Total</b>	<b>\$129.70</b>
Dept of Transportation	47453	JC8514 R	401-594-34-63-30	178th St E- Waterline Crossing	\$104.01
				<b>Total</b>	<b>\$104.01</b>
Drain-Pro INC	47454	56425	408-535-60-48-04	Honey Bucket Rental-North Park Farmer Market	\$47.77
		56620	408-535-60-48-04	Honey Bucket Service-Gratzer Park	\$155.00
		56621	408-535-60-48-04	Honey Bucket Service-Cemetery	\$85.24
		56622	408-535-60-48-04	Honey Bucket Service -Calistoga Park	\$97.82
		56623	408-535-60-48-04	Honey Bucket Service-Main Park	\$195.65
		56624	408-535-60-48-04	Honey Bucket Service-Whitehawk Park	\$97.82
		56625	408-535-60-48-04	Honey Bucket Rental-North Park	\$99.50
				<b>Total</b>	<b>\$778.80</b>
Frost Landscape	47455	12839	105-576-80-48-08	Landscape Services-June 2019	\$5,570.20
				<b>Total</b>	<b>\$5,570.20</b>
Galls LLC	47456	1001088045	001-521-20-31-01	Uniform Items-Turner	\$737.69
				<b>Total</b>	<b>\$737.69</b>
Hach Company	47457	11519814	408-535-10-31-04	Supplies	\$547.27
				<b>Total</b>	<b>\$547.27</b>

Vendor	Number	Invoice	Account Number	Notes	Amount
Kelly, John	47458	July2019-211	001-511-60-41-01	Rental Car-Fuel-Parking AWC Conference <b>Total</b>	\$261.73 <b>\$261.73</b>
Korum Automotive Group	47459	Invoice - 7/2/2019 3:33:44 PM	001-521-50-48-02	Oil Change-2017 Interceptor <b>Total</b>	\$55.47 <b>\$55.47</b>
Law Offices of Matthew J Rusnak	47460	236	001-512-50-49-01	Court Appointed Attorney-June 2019 <b>Total</b>	\$1,833.33 <b>\$1,833.33</b>
Lewis, Jennifer	47461	JULY2019-200	001-571-20-31-34	Dog Training Classes-June 2019 <b>Total</b>	\$1,120.00 <b>\$1,120.00</b>
Meek, Beckie	47462	July2019-208	105-594-76-63-07	Batteries for Calistoga Park <b>Total</b>	\$16.93 <b>\$16.93</b>
Milo's Locksmith Company	47463	74773	412-594-38-62-01	Keys for New Public Works Building <b>Total</b>	\$45.00 <b>\$45.00</b>
Murphy-Brown, Mary	47464	July2019-204	001-571-20-31-27	Art Class-6/1/2019 <b>Total</b>	\$60.00 <b>\$60.00</b>
Opportunity Center Of Orting	47465	3037	001-571-20-31-14	Orting Opportunity Center Grant-July 2019 <b>Total</b>	\$833.34 <b>\$833.34</b>
Orca Pacific, Inc	47466	39071	401-534-10-31-01	Sodium Hypochlorite <b>Total</b>	\$813.14 <b>\$813.14</b>
Orting Historical Society	47467	July2019-206	001-571-20-44-00	Advertisement in 2020 Calendar <b>Total</b>	\$100.00 <b>\$100.00</b>
Orting School Dist #344	47468	619	001-571-20-31-21	Dance Recital <b>Total</b>	\$150.00 <b>\$150.00</b>
Orting Valley Fire & Rescue	47469	July2019-201	001-521-50-47-00	PSC Electric Billing-PSB Police & Court	\$4,389.37
		Payment #7 Lease for PSB-Court	001-512-50-41-04	Payment #7 Lease for PSB-Court	\$297.92
			001-521-50-41-07	Payment #7 Lease for PSB-Police	\$2,681.25
				<b>Total</b>	<b>\$7,368.54</b>

Vendor	Number	Invoice	Account Number	Notes	Amount
Orting Valley Senior Cent	47470	1007	001-571-20-31-06	Monthly Support-July 2019	\$1,083.33
				<b>Total</b>	<b>\$1,083.33</b>
P.c. Budget & Finance	47471	CI-264840	C-104188 410-594-31-41-25	Interlocal Agreement-Feasibility Report by Corps of Engineers-Contract #SC-101126 Billing #7	\$5,382.74
		CI-270828	C-104188 001-538-40-47-00	2nd QRT Peg Fees	\$1,297.96
			001-589-30-03-00	2nd QRT Peg Fees	\$1,297.96
				<b>Total</b>	<b>\$7,978.66</b>
Parametrix	47472	10285	001-558-60-41-01	General Consulting	\$587.50
			001-558-60-41-01	General Consulting	\$1,356.25
			101-542-30-41-01	General Consulting	\$3,882.50
			101-542-30-41-13	Transportation Plan-Project Management	\$23.75
			101-542-30-41-13	Transportation Plan-Plan Update	\$425.00
			105-594-76-63-15	Gratzer Park-Project Management	\$170.00
			105-594-76-63-15	Gratzer Park-Design Plans & Spec	\$365.00
			105-594-76-63-15	Gratzer Park-Permitting	\$4,269.39
			320-542-30-41-05	TWLT-Field Observation	\$255.00
			401-534-10-41-01	General Consulting	\$1,401.43
			401-534-10-41-19	Telemetry O&M	\$510.00
			408-535-10-41-01	General Consulting	\$4,725.18
			408-594-35-41-15	Puyallup River Lift Station-Project Management	\$47.50
			408-594-35-41-15	Puyallup River Lift Station-Permitting	\$781.32
			410-531-39-41-01	General Consulting	\$2,168.66
			410-594-31-41-30	VG Outfall Replacement-Project Management	\$340.00
			410-594-31-41-37	Levee FEMA O&M Manual-Lamp Support	\$170.00
			410-594-31-41-43	Calistoga ST W Improvements-Stormwater Report	\$7,190.00
			412-594-38-41-02	New PW Shop	\$30.00
			412-594-38-41-02	Advisory/Management Services	\$2,541.24
		10286	001-524-20-41-02	Orting Village-Design Review	\$85.00
			001-524-20-41-02	Ptarmigan Ridge Portables-Project Expense	\$363.75

Vendor	Number	Invoice	Account Number	Notes	Amount
Parametrix	47472	10286	001-524-20-41-02	Ptarmigan Ridge Portables-Construction Services	\$423.75
		10287	303-595-90-40-01	Emergency Evacuation Bridge-Project Management	\$1,992.75
			303-595-90-40-01	Emergency Evacuation Bridge-Preliminary Design	\$28,445.00
	9610		001-558-60-41-01	General Development	\$3,970.00
			001-558-60-41-01	General Consulting	\$4,674.94
			101-542-30-41-01	General Consulting	\$2,335.00
			101-542-30-41-13	Transportation Plan Update	\$1,360.00
			105-594-76-63-15	Project Management	\$510.00
			105-594-76-63-15	Design Plans & Spec	\$6,443.75
			105-594-76-63-15	Permitting	\$7,439.26
			304-594-18-60-01	Traffic Impact Analysis-New City Hall	\$18.40
			304-594-18-60-01	Traffic Impact Analysis-New City Hall	\$561.20
			304-594-31-60-01	Traffic Impact Analysis-New City Hall	\$73.60
			304-594-35-60-01	Traffic Impact Analysis-New City Hall	\$174.80
			304-594-44-60-01	Traffic Impact Analysis-New City Hall	\$18.40
			304-594-44-60-01	Traffic Impact Analysis-New City Hall	\$73.60
			320-542-30-41-05	TWLTL-Project Management	\$60.00
			401-534-10-41-01	General Consulting	\$865.00
			401-534-10-41-01	General Consulting	\$3,785.81
			401-534-10-41-39	178th Water Crossing	\$4,502.50
			408-535-10-41-01	General Consulting	\$8,077.06
			408-535-10-41-21	Telemetry O&M	\$62.50
			408-594-35-41-12	Conclusions-Solid Handling	\$401.25
			408-594-35-41-15	Puyallup River Lift Station-Project Management	\$137.50
			408-594-35-41-15	Puyallup River Lift Station-Lift Station Rehab	\$312.50
			408-594-35-41-15	Puyallup River Lift Station-Permitting	\$3,899.93
			408-594-35-63-03	WWTP Biosolids-Project Management	\$180.00
			410-531-39-41-01	General Consulting	\$2,759.56

Vendor	Number	Invoice	Account Number	Notes	Amount			
Parametrix	47472	9610	410-594-31-41-30	VG Outfall Replacement-Project Management	\$240.00			
			410-594-31-41-37	Levee FEMA O&M Manual-Project Management	\$850.00			
			410-594-31-41-43	Calisotga Street W Improvements-Project Management	\$85.00			
			410-594-31-41-43	Calisotga Street W Improvements-Mapping	\$1,014.68			
			410-594-31-41-43	Calisotga Street W Improvements-Stromwater Reports	\$6,137.50			
			410-594-31-63-40	Kansas ST Outfall-Project Management	\$170.00			
			410-594-31-63-40	Kansas ST Outfall-Design	\$3,910.00			
			412-594-38-41-02	New Public Works Shop	\$768.75			
			412-594-38-41-02	Advisory/Management Services	\$3,330.00			
			9611	001-524-20-41-02	Orting Village-Design Review	\$170.00		
				001-524-20-41-02	Majestic View Estates-Design Review	\$425.00		
				001-524-20-41-02	Ptarmigan Ridge Pertables-Project Expence	\$3,170.00		
			9612	303-595-10-40-01	Emergency Evacuation Bridge-Survey	\$153.34		
				303-595-10-40-01	Emergency Evacuation Bridge-Preliminary Design	\$36,308.75		
				303-595-90-40-01	Emergency Evacuation Bridge-Project Management	\$1,108.75		
			<b>Total</b>					<b>\$173,088.30</b>
			Pierce County Library System	47473	2019-13 QTRs 3Q18-1Q19	408-535-60-48-05	MPC/Library Janitorial-3rd & 4th QRT 2018-1st QRT19	\$2,430.00
<b>Total</b>					<b>\$2,430.00</b>			
Platt	47474	V329340	408-535-50-48-02	SOL HS20F18	\$195.75			
<b>Total</b>					<b>\$195.75</b>			
POP Gymnastics Collective LLC	47475	July2019-205	001-571-20-31-15	Tumbling-June 2019	\$308.00			
<b>Total</b>					<b>\$308.00</b>			
Public Safety Testing	47476	2019-0427	001-521-20-31-05	2nd QRT Subscription Fee	\$134.00			
<b>Total</b>					<b>\$134.00</b>			



Vendor	Number	Invoice	Account Number	Notes	Amount
Pumpstech Inc	47477	0144769-IN	408-535-50-48-04	Repair Pump WWTP	\$2,427.32
				<b>Total</b>	<b>\$2,427.32</b>
Sarco Supply	47478	1122177	412-594-38-62-01	Court-Bathroom & Cleaning Supplies- 40%	\$258.46
				<b>Total</b>	<b>\$258.46</b>
Schwab, Erica	47479	107	001-521-10-10-04	Civil Service- Consultant-June 2019	\$300.00
				<b>Total</b>	<b>\$300.00</b>
Secure Pacific Corp/Mountain Alarm	47480	223773	001-514-23-31-02	City Hall Alarm	\$83.85
			408-535-10-41-07	WWTP Alarm	\$177.00
				<b>Total</b>	<b>\$260.85</b>
Sound Municipal Consultants-Emily Terrell	47481	2019-029B	001-558-60-41-02	Contracted Planning Consultant	\$4,616.50
		2019-040	001-558-60-41-02	Contracted Planning Consultant	\$7,004.00
				<b>Total</b>	<b>\$11,620.50</b>
Sound Uniform Solutions	47482	2010906SU009	001-521-20-31-01	Repair to Jump Suit-Burson	\$46.28
				<b>Total</b>	<b>\$46.28</b>
South Sound 911	47483	03272	001-521-50-51-00	3rd QRT Police Dispatch	\$24,500.00
				<b>Total</b>	<b>\$24,500.00</b>
Spectral Laboratories	47484	140455	408-535-10-41-03	Lab Testing	\$504.00
				<b>Total</b>	<b>\$504.00</b>
Sterling Codifers	47485	Invoice - 6/28/2019 1:47:41 PM	001-514-23-41-10	Supplement 48- ORDS 1042,1044	\$1,101.00
				<b>Total</b>	<b>\$1,101.00</b>
Sumner Lawn'n Saw	47486	31121	410-531-38-48-00	Weedeater Line	\$96.60
				<b>Total</b>	<b>\$96.60</b>
T M G Services Inc	47487	0043853-IN	401-534-50-48-04	Well 3 Services	\$393.26
				<b>Total</b>	<b>\$393.26</b>
Tacoma News INC	47488	257635-June2019	001-511-60-49-03	Ord 2019-1041	\$102.83
			001-511-60-49-03	RFQ-Survey Service	\$111.91
			001-511-60-49-03	ORD-2019-1045	\$124.27
			001-511-60-49-03	Legal Notice	\$133.35
			001-524-60-31-00	Public Hearing	\$102.83

Vendor	Number	Invoice	Account Number	Notes	Amount
Tacoma News INC	47488	257635-June2019	001-524-60-31-00	Public Hearing	\$118.91
				<b>Total</b>	<b>\$694.10</b>
Terex Services	47489	90962776	101-542-30-48-04	Bucket Truck Repair-FA1029	\$675.23
			105-576-80-48-01	Bucket Truck Repair-FA1029	\$225.08
			401-534-50-48-04	Bucket Truck Repair-FA1029	\$225.08
			408-535-50-48-04	Bucket Truck Repair-FA1029	\$225.07
				<b>Total</b>	<b>\$1,350.46</b>
The Walls Law Firm	47490	70-Prosecuting Attorney-June 2019	001-515-41-41-03	Prosecuting Attorney-June 2019	\$1,875.00
				<b>Total</b>	<b>\$1,875.00</b>
UniFirst Corporation	47491	330 1535505	408-535-10-31-03	Uniform Item- Protective Services	\$104.36
		330 1537616	408-535-10-31-03	Uniform Item- Protective Services	\$115.77
				<b>Total</b>	<b>\$220.13</b>
US Bank Equipment Finance	47492	388934465	001-594-14-41-04	City Hall Copier Lease	\$327.83
				<b>Total</b>	<b>\$327.83</b>
Usabluebook	47493	919540	401-534-50-48-04	Quill Stop-Blue White Tube Assembly	\$419.92
				<b>Total</b>	<b>\$419.92</b>
Water Management Lab Inc.	47494	176411	401-534-10-41-03	Lab Testing	\$161.00
				<b>Total</b>	<b>\$161.00</b>
Wex Bank	47438	59805961	001-521-20-32-00	Fuel-PD	\$1,822.18
				<b>Total</b>	<b>\$1,822.18</b>
				<b>Grand Total</b>	<b>\$279,701.27</b>



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject: Resolution No 2019-14, Declaring A Public Purpose And Authorizing City Sponsorship Of Pumpkin Fest.</b>		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>	CGA	AB19-40	<b>AB19-40</b>
	<b>For Agenda of:</b>	6.13.19	6.19.19	<b>7.10.19</b>
	<b>Department:</b>	CGA /City Clerk		
	<b>Date Submitted:</b>	<b>5.23.19</b>		
	<b>Cost of Item:</b>	₹		
<b>Amount Budgeted:</b>	₹			
<b>Unexpended Balance:</b>	₹			
<b>Bars #:</b>				
<b>Timeline:</b>	This Event takes place on October 21 <sup>st</sup> , 2019			
<b>Submitted By:</b>	<b>Jane Montgomery/CGA Committee</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Application and Resolution No. 2019-14				
<b>SUMMARY STATEMENT:</b>				
<p>Pursuant to the City’s adopted Special Event Sponsorship Policy (“Policy”), the City has received an application for sponsorship from the Tacoma Events Commission for Pumpkin Fest. The Policy requires that the City Council review and approve all applications for sponsorship, and determine whether an event qualifies for sponsorship (after review and approval of the application by the Community &amp; Government Affairs Committee). To qualify for sponsorship, an approved event must: 1.Be one where all citizens can reasonably participate; 2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and; 3. May provide, through increased customers, additional revenues for Orting businesses and subsequently improved tax revenues for the City. Proposed Resolution No. 2019-14 reflects a finding that the event qualifies for sponsorship, and authorizes the sponsorship of the event, pursuant to a contract entered into between the Mayor and the organization holding the event.</p> <p>CGA Committee reviewed the application on June 11<sup>th</sup>, 2019 and found it to be complete. Recommended approval at the study session on June 19<sup>th</sup>, 2019. Council moved it forward by consensus to the consent agenda of July 10<sup>th</sup>, 2019.</p>				
<b>RECOMMENDED ACTION: MOTION: To approve resolution No. 2019-14, A Resolution Of The City Of Orting, Washington, Declaring A Public Purpose And Authorizing City Sponsorship Of Pumpkin Fest.</b>				

**CITY OF ORTING**  
**WASHINGTON**  
**RESOLUTION NO. 2019-14**

---

**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, DECLARING A PUBLIC PURPOSE AND  
AUTHORIZING CITY SPONSORSHIP OF ORTING  
PUMPKIN FEST.**

---

**WHEREAS**, the City of Orting has adopted a Special Event Sponsorship Policy (the “Policy”) to extend City-sponsorship to events that the City Council determines serve valid municipal purposes; and

**WHEREAS**, in accordance with the Policy, sponsorship is extended to events upon application, on a case-by-case basis and at various levels of support depending on the value the event has for the community; and

**WHEREAS**, upon a declaration by the City Council that a particular event qualifies for sponsorship, the event may be entitled to use of city facilities and services without charge; and

**WHEREAS**, the City received an application for sponsorship from the Tacoma Events Commission; and

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on June 13<sup>th</sup>, 2019, and recommended approval of the application; and

**WHEREAS**, the City Council finds that the Orting Pumpkin Fest has been an institution of public service for 12 years, is open to the public, and serves the valid municipal purposes of providing an opportunity for strengthening and promoting the City’s sense of community spirit and pride by offering and affordable, fun, family oriented festival; and

**WHEREAS**, the City Council finds that the Tacoma Events Commission application for Pumpkin Fest meets the requirements of the City’s Policy, and qualifies for City-sponsorship as an event serving valid municipal purposes; and

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

**Section 1. Declaration of Public Purpose.** The City Council declares that Orting Pumpkin Fest is an event open to the public, which serves the valid municipal purposes described herein.

**Section 2. Authorization for Sponsorship of Event.** The City Council authorizes the City’s sponsorship of the Orting Pumpkin Fest, pursuant to the City’s Policy, at the Tier # 2 level. This authorization extends to each event identified on the Orting Pumpkin Fest’s

application for sponsorship, included as Exhibit A. The Pumpkin Fest will be held on Saturday October 21<sup>st</sup>, 2019. The Mayor is authorized to enter into a contract with the Tacoma Events Commission to memorialize the City's sponsorship described herein.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 10<sup>TH</sup>, DAY OF JULY, 2019.**

CITY OF ORTING

---

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

---

Jane Montgomery, City Clerk, CMC

Approved as to form:

---

Charlotte A. Archer  
Inslee, Best, Doezie & Ryder, P.S.  
City Attorney





PO Box 489 \* Orting, WA 98360  
 360.893.2219 Ext. 120  
 Website: [www.cityoforting.org](http://www.cityoforting.org)  
 Email: [recreation@cityoforting.org](mailto:recreation@cityoforting.org)

## APPLICATION FOR SPECIAL EVENT PERMIT AND CITY SPONSORSHIP FOR SPECIAL EVENT

**SECTION I: INSTRUCTIONS TO APPLICANT:** A Special Event Permit issued by the City of Orting is required for any Special Event that occurs within the City of Orting, and meets the following definition of "Special Event":

A Special Event is an activity which occurs upon public or private property that will affect the standard and ordinary use of public streets, rights-of-way, or sidewalks, and/or which requires extraordinary levels of City services. This includes, but not limited to; fairs, festivals, carnivals, circus, sporting events, foot runs, bike-a-thon, block parties, event street closures, markets, parades, exhibitions, auctions, dances, riding galleries, theatrical or musical entertainments and motion picture filming.

**Special Event Permit:** To qualify for a Special Event Permit, the Applicant shall submit the following to the City sixty (60) days prior to the event: (1) a completed Special Event Permit Application; (2) a Certificate of Insurance, naming the City of Orting as an additional insured for this event in the amount of \$1,000,000.00; and (3) a map that shows the area in which the event will take place and affected areas of the City. Applicants are encouraged to submit their requests as far in advance as possible (60 days minimum) for events that may require more significant City services in order to ensure the best coordination with City personnel, such as events that involve blocking roads or traffic revisions or events which may block emergency access to areas.

**Permit Application Rates:** For Rates see Resolution 2011-12

**Special Event City Sponsorship:** All Special Events require a Permit; some Special Events may qualify for City Sponsorship, according to the City's Special Event Sponsorship Policy (Policy). To qualify for City Sponsorship the event must abide by all requirements of the Policy, including: (1) hosted by a Non-Profit Organization registered with the Washington Secretary of State; (2) be open to all Orting residents; and (3) serve a valid municipal purpose, such as strengthening the City's sense of community or celebrating the City's History. Applicants seeking City Sponsorship must meet these baseline criteria, and shall submit to the City Clerk the following at least 60 days prior to the month in which the Event is scheduled to occur: (1) all items required for a Special Event Permit (described above); (2) a brief letter defining the purpose of the event and the tier of sponsorship requested (see Section III of this Application for more information); and (3) proof of liability insurance that complies with the terms of Section IV of the City Special Event Sponsorship Policy. All requests for City Sponsorship are reviewed by the City Council's Community and Government Affairs (CGA) Committee, and Applicants will be required to have a representative attend a CGA Committee meeting in order to answer any questions regarding the request. Applicants are advised to review the City's Policy before requesting City Sponsorship for a Special Event. All City Sponsored Events shall comply with all applicable local, state and federal regulations.

### SECTION II: SPECIAL EVENT PERMIT APPLICATION [TO BE COMPLETED BY APPLICANT]

NAME OF EVENT: ORTING Pumpkin Fest. DATE OF EVENT: 10/21/19

TIMES EVENT: Set Up 8:00 AM/PM Start of Event 10:00 End of Event 5:00 End Time 6:00 AM/PM

TYPE OF EVENT (CIRCLE ALL THAT APPLY):

- Festival
- Walk Procession/Organized Rally
- Demonstration
- Parade
- March
- Other (Please Describe: \_\_\_\_\_)
- Run/Race
- Block Party

CONTACT PERSON FOR EVENT (day of): GARY W. GRAPE PHONE: (253) 230-6851

PHONE OF CONTACT PERSON: (253) 230-6851

SPONSORING ORGANIZATION (Non-Profit): EVENTS Commission 501(c)(3) Non-Profit

SPONSORING ORGANIZATION UBI# (Given by Secretary of State): # 601 464 111

NAME AND TITLE OF PERSON APPLYING ON BEHALF OF SPONSORING ORGANIZATION:

GARY W. GRAPE Executive Director

APPLICANT'S MAILING ADDRESS: 4109 E-T BRIDGEPORT Wy. W



CITY/STATE/ZIP: UNIVERSITY PLACE WA 1 98466  
PHONE: (253) 230-6851 EMAIL ADDRESS: GWG-RADE 47 @ COMCAST.NET

Certificate of Insurance showing the City of Orting as an Additional Insured (please attach).

- Name of Insurance Company: NOTE: Will send Certificate of
- Policy Number: Insurance AFTER ACCEPTANCE.

A City Map that shows the area in which the event will take place (please attach). Please show on the map the streets that will be closed, the location of barricades/signs, where you will be using electricity, where police services or any other staffing by the City of Orting will be necessary, where garbage receptacles will be placed, where restroom facilities are provided, and indicate other streets that may be affected by event as well as the flow of traffic will be routed.

What arrangements have been made to provide for additional garbage service and where is the plan for placement (Show on Map)?

CITY OF ORTING PROVIDES A DUMPSTER TO BE LOCATED IN THE CORNER OF THE PARKING LOT BY THE BARBACUE SHELTER ON TRAIN ST.

What arrangements have been made to provide adequate restroom facilities and where (Show on Map)?

THE CITY OF ORTING PROVIDES 2-3 SANI-CANS. THE PUBLIC RESTROOMS ARE USED IN THE PARK AS WELL AS THE MULTI PURPOSE CENTER: THE FARMERS MARKET BLDG.

Will there be any open flame, cooking facilities, or gas cylinders (Show on Map)?

YES. THE FOOD COURT WILL BE LOCATED ON TRAIN ST.

Will there be any vendors? (Circle one) YES / NO If YES, vendors are required to purchase a City of Orting Business License prior to the event (City Code 4-1-1).

Will City services be requested? Yes

- ◇ Barricades: How Many/Where (Show on Map) YES / NO  
BARRICADES WILL BE NEEDED TO CLOSE TRANSIT AND CALISTOJA THE AM. OF OCT. 12<sup>TH</sup> 2019
- ◇ Signage: What Signs/Where (Show on Map) YES / NO  
ROAD SIGNS WILL BE NEEDED ON BARRICADES.
- ◇ Police Officers: YES / NO How Many/For what service/What Hours (must arrange with the police department)  
JUST TO CLOSE THE TWO ROADS.
- ◇ City Crew: YES / NO How Many/For what service/What Hours (must arrange with the utility department)  
NEED CITY STAFF FOR TRASH PICK-UP.
- ◇ Street Sweeper: YES / NO Date of Request \_\_\_\_\_
- ◇ Electricity: YES / NO Basic Electrical Outlets/Spider Boxes (Show on Map)  
THE IBEW WILL BE ON SITE TO PROVIDE ELECTRICAL HOOKUPS FOR FOOD VENDORS.
- ◇ Other:  
NOTE: AFTER ALL VENDORS HAVE BEEN ACCEPTED A MAP WILL BE SENT SHOWING THE FESTIVAL LAYOUT. THIS SHOULD BE ACCOMPLISHED BY OCT. 1<sup>ST</sup>, 2019



Will the event interfere with access to emergency services or cause undue hardship or excessive noise levels to adjacent businesses and/or residents? \_\_\_\_\_

No

What methods do you propose for notifying adjacent homeowners/businesses?

PERSONAL CONTACT

Additional Comments that the City of Orting needs to know about your event?

**SECTION III: ADDITIONAL INFORMATION FOR CITY SPONSORSHIP**

Applicants for City Sponsorship for a Special Event shall comply with the City's Special Event Sponsorship Policy. There is no additional fee to apply for City Sponsorship, and Applicants may request sponsorship for a specific "tier." The City offers two "tiers" of sponsorship, with differing levels of support offered by the City depending upon the City's determination of the value added by the event to the community.

TIER REQUEST (CIRCLE ONE): TIER #1 or TIER #2

**Tier #1:**

The following are examples of Tier #1 type events and available locations, and any special requirements therefor:

Gazebo or BBQ Area or North Park - Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements.  
North Park- For Event more than 1 day usage, open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Organization must also purchase a City Business License Blanket Permit.

**Tier #1-Sponsorship May Include:**

- City Logo on Event (all City-Sponsored Events shall place the City Logo on all materials advertising the Event)
- City Has a Booth at No Charge
- Reader Board
- Website
- Facility Usage at No Fee
- City to display banner over Washington Avenue at no fee.

**Tier #2:**

The following are examples of Tier #2 type events and available locations, and any special requirements therefor:

Block Train Street/Calistoga/Parking Lots with MPC/Gazebo/North Park- Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Must purchase a City Business License Blanket Permit.

Block Train Street/Calistoga/Washington/Parking Lots with MPC/ Gazebo/North Park-Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification. Must purchase a City Business License Blanket Permit.

**Tier #2-Sponsorship May Include:**

- City Logo on Event
- City Has a Booth at No Charge
- Reader Board
- Website

- Facility Usage at No Fee
- Spider Box Usage
- 1 Maintenance Staff 8 hours
- Police Staff for set up/take down of Barricades, Cones, Traffic Signs & Directing Traffic or Police to set up/take down Barricades/Traffic Signs/Cones but not stay for event
- 2 Port-A-Potties
- 1 Dumpster
- Barricades/Cones/Traffic Signs
- City to display banner over Washington Avenue at no fee

If City Sponsorship is authorized by the City Council, the Sponsored Organization will be required to execute an Agreement with the City, acknowledging and agreeing to terms including but not limited to such issues as insurance and indemnification.

**SECTION IV: SIGNATURE OF APPLICANT FOR SPECIAL EVENT PERMIT**

THE UNDERSIGNED APPLICANT HEREBY warrants that he/she is the authorized representative of the Sponsoring Organization identified in Section II of this Application, and further AGREES to defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of City's property or from any activity, work or thing done, permitted, or suffered by APPLICANT or public in or about the City's property as a result of the APPLICANT'S use of the City's property.

I declare under penalty of perjury (under the laws of the United States of America) that the foregoing is true and correct.

APPLICANT SIGNATURE: [Signature] Date: 05/23/2019  
 PRINTED NAME: GARY W. GRAPE / Executive Director  
 TITLE/ROLE IN SPONSORING ORGANIZATION: EVENTS Commission

*You can either mail or bring in the application and fee to:*

<u>Mail to:</u>	Or	<u>Stop by:</u>
City of Orting		City Hall
Attention: Event Permit		110 Train St SE
PO Box 489		Orting, WA 98360
Orting, WA 98360		

\*If you have questions regarding the application please call (360) 893-2219 ext. 120\*  
 \*\*A receipt by the City is NOT approval of the event\*\*

<small>For Office Use Only</small>	
Detailed Map Enclosed: YES / <u>NO</u>	
Sponsorship Requested: YES / NO	<del>Tier #1</del> Tier #2 <u>X</u>
Fee Paid \$ _____	Check / Cash / <del>Debit</del> / Credit Receipt # _____



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject: Motion Authorizing Mayor To Execute Right Of Entry Occupancy And Use Agreement With Pierce County For Early Outdoor Warning Alarm Systems</b>		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>		AB19-41	<b>AB19-41</b>
	<b>For Agenda of:</b>		6/19/19	<b>7/10/19</b>
	<b>Department:</b>	Planning/Administration		
	<b>Date Submitted:</b>	5.8.19		
<b>Cost of Item:</b>	None			
<b>Amount Budgeted:</b>	None			
<b>Unexpended Balance:</b>	None			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	City Administrator/City Attorney			
<b>Fiscal Note: None</b>				
<b>Attachments:</b> Right of Occupancy and Use Agreement				
<p><b>SUMMARY STATEMENT:</b> RCW 35A.11.010, the City is authorized to permit the use of its rights of way for the common benefit. Pierce County has installed (and seeks to maintain) Early Outdoor Warning alarm systems within the City’s rights of way for providing emergency notice of volcanic activity on Mount Rainier. This Agreement has been negotiated with Pierce County, and allows Pierce County to install, operate and maintain those alarm systems subject to the terms and conditions therein.</p>				
<p><b>RECOMMENDED ACTION: MOTION: To Authorize The Mayor To Execute the Right Of Entry Occupancy And Use Agreement With Pierce County.</b></p>				



## **Right-of-Way Occupancy and Use Agreement City of Orting and Pierce County**

This Use Agreement, (hereinafter referred to as “Agreement”) is made and entered into between the COUNTY OF PIERCE (hereinafter referred to as “County”) a municipal corporation, and City of Orting (hereinafter referred to as “City”).

### RECITALS

- A. WHEREAS counties proximate to Mount Rainier are required to have in place a plan for responding to a volcanic emergency at Mount Rainier; and
- B. WHEREAS such response plans include plans for Early Outdoor Warning alarm systems; and
- C. WHEREAS County is responsible for operating and maintaining an Early Outdoor Warning alarm system to be used within the limits of the County; and
- D. WHEREAS County has determined that efficient and effective installation locations for Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms are at City’s right-of-way at various locations to be mutually agreed upon (hereinafter referred to as the “Property”), and
- E. WHEREAS City has the authority to control the occupancy and use of its right-of-ways; and
- F. WHEREAS City believes that providing an optimal location for the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms is a legitimate public occupancy and use for City right-of-ways. City wishes to cooperate with the County in providing a place for the County’s Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms, but does not wish to take any responsibility for, or subject itself to potential liability because of, placement of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms on City property or premises; now
- G. THEREFORE, County and City enter into this Agreement, as follows:

### AGREEMENTS

- 1. City agrees to specify and provide, at no cost to the County, a location(s), see Exhibit A, within its right-of-ways where the County may construct, install, and set mounting poles for the installation of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms. City shall, in consultation with representatives from the County, have sole authority to determine the exact location for construction, installation and placement of the mounting poles and warning alarms within the right-of-ways. It is understood that the mounting poles shall be approximately fifty feet in height and shall be in the nature of a telephone pole, to be securely set into the ground.
- 2. The County shall design the mounting poles so that they do not create an unsafe condition or an attractive nuisance to children or adults, and so that they cannot be climbed.

3. It is understood that each of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms is a unit which weighs approximately 500 pounds. The County will securely mount the units on the mounting poles approximately fifty feet above the ground.

4. The County agrees that in carrying out the installation of the poles and the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms, the County shall work cooperatively with, and follow the direction of, City officials in order to minimize the adverse impact of the installation efforts upon the normal public use of the right-of-way.

5. The County shall be responsible for all costs, unless otherwise agreed upon, related to the installation of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms, including without limitation any engineering or design costs, equipment costs, construction costs, and cleanup costs. The County specifically agrees that upon completion of the installation of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms, the County shall take all necessary action to restore the grounds to the condition they were in prior to the installation and shall bear all costs of such restoration.

6. City shall have no responsibility for any costs or activities associated with the installation, operation, testing, monitoring, repairing or maintaining of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms, unless otherwise agreed upon.

7. The County warrants that, prior to commencement of the installation of the mounting poles or the alarm units, it will have obtained all required, city, county, state, or federal permits, at the County's expense.

8. The County agrees that in carrying out the activities of testing, monitoring, repair, upgrading, operation, or any other activity related to the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms, the County shall work cooperatively with, and follow the direction of, City officials in order to minimize the impact of any such activities on normal City activities at the installation locations.

9. The County and City agree not to test the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms unless both have been notified and mutual arrangements are made.

10. The County agrees to indemnify, defend, and hold City harmless from and against any and all claims, demands, actions, fines, penalties, liabilities of any kind and lawsuits, and shall pay all costs and attorney's fees incurred by the City in the defense thereof, including alleging any injury to persons or property damage, including nuisance, and including without limitation claims of students, parents, employees, contractors, subcontractors, neighbors, etc., allegedly arising resulting in any way from the installation, operation, testing, maintenance of, or in any other manner related to the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms. If the claim, suit or action involves claims of negligence by City, this indemnification and hold harmless agreement shall be applicable and in full force and effect, except as to any adjudicated damages for gross negligence by the City. For purposes of this indemnification and hold harmless provision, City includes past, present, and future employees, officers, board members, agents, and representatives.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of the County's immunity under industrial insurance, Title 51 RCW, as respects the City only, and only to the extent necessary to provide the City with a full and complete indemnity of claims made by the County's employees. This waiver has been mutually negotiated.

The County shall provide insurance coverage, or self-insurance, for the acts and omissions of its officers, employees and agents in providing the services and carrying out the obligations of this Agreement, to the same extent and in the same amount as is provided generally by the County for its officers, employees and agents. The County shall provide proof of its insurance coverage or self-insurance at the request of the City.

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

11. The term of this agreement shall be a minimum of ten (10) years, commencing May 1, 2019. The term shall automatically extend for five (5) renewal periods of three (3) years each unless either party provides written notice to the other of its election not to renew the term, at least ninety (90) days prior to the end of the current term.

12. Notwithstanding any other provision of this Agreement, City may, once the initial ten (10) year term has expired, give notice that it desires to have the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms (including the mounting poles) dismantled and removed and/or relocated from City right-of-ways. Upon receipt of such notice, the County shall have ninety (90) days to accomplish the dismantling and removal and/or relocation of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms. All costs of such dismantling and removal shall be the responsibility of the County. Upon dismantling and removal and/or relocation of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms, including the mounting poles, the County shall be responsible for promptly restoring City premises to the condition in which such premises were found prior to the installation of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms.

In the event of an emergency, or where the mounting poles or warning alarms units create or contribute to an imminent danger to health, safety, or property, City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the alarm units without prior notice, and charge the County for costs incurred.

13. Notwithstanding any other provision of this Agreement, the County may, on its own initiative and at its own cost, dismantle and remove the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms from the grounds at the Property, and promptly restore the City's Property to the condition in which such Property were found prior to the installation of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms. The County shall provide City with written notice of its intent to dismantle and remove the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms, and agrees that in scheduling and carrying out the dismantling and removal of the poles and the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms, the County shall work cooperatively with, and follow the direction of, City officials in order to minimize the impact of the installation effort on normal City activities at the Property.

14. In any action to enforce this Agreement, the prevailing party, as between the County and City, shall be entitled to an award of its reasonable attorneys' fees and costs incurred in such action and as a reasonable consequence of the other party's having failed to abide by the terms of the Agreement.

15. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement or to exercise any option herein contained in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other, covenant or agreements, but the same shall remain in full force and effect.

16. This Agreement is made pursuant to, and shall be construed in accordance with, the laws of the State of Washington. Pierce County shall be the venue of any arbitration or lawsuit arising out of this Agreement.

17. Any notice required to be given by either party to the other pursuant to the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or sent if either delivered personally or deposited in the United States Postal Service, postage prepaid, registered or certified, return receipt requested, addressed as follows or to such other address as either party may designate in writing from time to time:

Pierce County DEM  
Office of the Director  
2501 S 35<sup>th</sup> St, Suite D  
Tacoma, WA 98409

City of Orting  
Mayor Joshua Penner  
110 Train St. SE  
PO BOX 489  
Orting, WA 98360

18. If one or more of the clauses of this Agreement is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

19. This Agreement is the complete agreement between the parties on the subject addressed herein, and it fully integrates and incorporates the understanding of the parties. It supersedes and cancels all prior negotiations, correspondence and communication between the parties with respect to the location, installation, and operation of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms. No oral modification or amendment to this Agreement shall be effective. This Agreement may only be modified or amended by written agreement signed by the parties to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2019.

**PIERCE COUNTY**  
**Attest:**

**City of Orting**  
**Approved:**

By \_\_\_\_\_ Date \_\_\_\_\_  
Prosecuting Attorney  
(as to form only)

By \_\_\_\_\_ Date \_\_\_\_\_  
Joshua Penner, Mayor



Attest:

By \_\_\_\_\_ Date \_\_\_\_\_  
Finance

By \_\_\_\_\_ Date \_\_\_\_\_

Approved:

Attest:

By \_\_\_\_\_ Date \_\_\_\_\_  
Jody Ferguson, Director

By \_\_\_\_\_ Date \_\_\_\_\_  
Name  
Attorney (as to form only)

## EXHIBIT "A"

### City Early Outdoor Warning Alarm Site Locations:

**Orting, Unit 1 - Well Site #1**  
18711 SR 162  
Orting, WA 98360

**Orting, Unit 2 - Orting City Hall**  
110 Train St.  
Orting, WA 98360

**Orting, Unit 3 - Ptarmigan Ridge School**  
805 Old Pioneer Way NW  
Orting, WA 98360

**Orting, Unit 4 - WA State Soldiers Home**  
1301 Orting Kapowsin Hwy E  
Orting, WA 98360

**Orting, Unit 25 - Village Green**  
524 Williams Blvd. NW  
Orting, WA 98360

**Orting, Unit 26 - City Shop**  
600 Calistoga St. W  
Orting, WA 98360



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject: Ordinance No 2019-1046-Granting A Nonexclusive Master Use Permit To MCI Metro Access Transmission Services Corp. D/B/A Verizon Access Transmission Services</b>		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>		<b>AB19-42</b>	<b>AB19-42</b>
	<b>For Agenda of:</b>		<b>6/19/19</b>	<b>7/10/19</b>
	<b>Department:</b>	Planning/Administration		
	<b>Date Submitted:</b>	<b>5.8.19</b>		
<b>Cost of Item:</b>	<u>None</u>			
<b>Amount Budgeted:</b>	<u>None</u>			
<b>Unexpended Balance:</b>	<u>None</u>			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>City Attorney/City Planner/City Engineer</b>			
<b>Fiscal Note: None</b>				
<b>Attachments:</b> Ordinance No 2019-1046 (w/ Exhibits A and B thereto)				
<b>SUMMARY STATEMENT:</b>				
<p>MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services (“MCImetro”), has applied for a Master Use Permit for the use of certain portions of City rights-of-way for the installation, operation, and maintenance of a fiber optic-based communications system to provide fiber optic-based telecommunications service to customers in the Western Washington region. The Master Use Permit has been negotiated with MCIMetro, and calls for the collocation of fiber optics on existing utility poles within the City (and no new poles). A map detailing the proposed service area is included as Exhibit A to the Ordinance.</p>				
<b>RECOMMENDED ACTION: MOTION: Adopt Ordinance 2019-1046, Granting A Nonexclusive Master Use Permit To MCI Metro Access Transmission Services Corp.</b>				

**CITY OF ORTING  
WASHINGTON**

**ORDINANCE NO. 2019-1046**

---

**AN ORDINANCE OF THE CITY OF ORTING, WASHINGTON,  
GRANTING A NONEXCLUSIVE MASTER USE PERMIT TO  
MCIMETRO ACCESS TRANSMISSION SERVICES CORP.  
D/B/A VERIZON ACCESS TRANSMISSION SERVICES;  
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN  
EFFECTIVE DATE**

---

**WHEREAS**, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services (“MCImetro”), hereinafter referred to as “Permittee” is a telecommunications company that, among other things, provides fiber optic-based telecommunications service to customers in the Western Washington region; and

**WHEREAS**, Permittee’s desired route through the City of Orting, hereinafter referred to as “City,” requires the use of certain portions of City rights-of-way for the installation, operation, and maintenance of a fiber optic-based communications system; and

**WHEREAS**, the City Council has determined that the use of portions of the City's rights-of-way for installation of a telecommunications system is appropriate from the standpoint of the benefits to be derived by local business and the region as a result of such services; and

**WHEREAS**, the City Council also recognizes that the use of public rights-of-way must be restricted to allow for the construction of amenities necessary to serve the future needs of the citizens of Orting and that the coordination, planning, and management of the City's rights-of-way is necessary to ensure that the burden of costs for the operations of non-municipal interests are not borne by the citizenry; and

**WHEREAS**, the Revised Code of Washington (“RCW”) authorizes the City to grant and regulate master use permits for the use of public rights-of-way for the installation, operation, and maintenance of telecommunications services;

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

**Section 1. Master Permit Granted.** Subject to the terms and conditions hereinafter set forth, the City grants to the Permittee a master permit for a telecommunications system as follows:

ARTICLE 1. DEFINITIONS

“Affiliate” when used in connection with Permittee means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with Permittee, or any Person into which Permittee may merge or consolidate.

“Architectural Design Review” refers to administrative process of application review by City Staff and the City’s Planning Commission, conducted in accordance with the procedures set forth at Orting Municipal Code sections 13-6-7 and 15-5-1.

“Breach” means any failure of a Party to keep, observe, or perform any of its duties or obligations under this Master Use Permit.

“City” means the City of Orting, a non-charter, optional Code City, operating under the laws of the state of Washington.

“Construct” means to construct, reconstruct, install, reinstall, align, realign, locate, relocate, adjust, affix, attach, modify, improve, remove, support, maintain, or repair.

“Design Document(s)” means the plans and specifications for the Construction of the Facilities and improvements illustrating and describing the refinement of the design of the Facilities to be Constructed and related improvements, establishing the scope, relationship, forms, size and appearance of the Facilities by means of plans, sections and elevations, typical construction details, location, alignment, materials, and equipment layouts. The Design Documents shall include specifications that identify utilities, major material and systems, Public Right-of-Way improvements, restoration and repair, and establish in general their quality levels.

“100% Design Submittal” means a Design Document(s) upon which Permittee’s contractors will rely in constructing the Facilities. 100% Design Submittal shall bear the seal of an engineer licensed within the State of Washington.

“Direct Costs” include all actual and identifiable costs and expenses to the City to the extent resulting directly from this Master Use Permit and allowable by applicable Law, including by way of example:

- i. Costs and expenses of materials, equipment, supplies, utilities, consumables, goods and other items used in connection with or incorporated with this Master Use Permit and any applicable taxes, insurance, and interest expenses related thereto, including costs for crews and equipment;
- ii. Costs and expenses of labor inclusive of payroll benefits, non-productive time and overhead for each of the labor classifications of the employees performing work for the activity and determined in accordance with the City’s ordinary governmental accounting procedures; and,

iii. Costs and expenses for work by consultants or contractors to the extent such work is related directly to the issuance, renewal, amendment, or administration of this Master Use Permit, including by way of example and not limitation, engineering and legal services.

“Emergency” means a sudden, generally unexpected occurrence, condition or set of circumstances that, (a) significantly disrupts or interrupts the operation of Facilities in the Public Rights-of-Way and Permittee’s ability to continue to provide services if immediate action is not taken, (b) presents an imminent threat of harm to persons or property if immediate action is not taken, or (c) presents an imminent threat of harm to the national security.

“Facility” means any part or all of the facilities, materials, equipment and appurtenances of Permittee whether underground or overhead and located within the Public Right-of-Way as part of the Permittee’s System, including by way of example and not limitation, conduit, case, pipe, line, fiber, equipment, equipment cabinets and shelters, vaults, generators or other back up power supplies, power transfer switches, cut-off switches, electric meters, conductors, poles, carriers, drains, vents, guy wires, encasements, sleeves, valves, wires, supports, foundations, towers, anchors, transmitters, receivers, antennas, and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located across, above, along, below, in, over, through, or underground.

“Law(s)” means all present and future applicable laws, ordinances, rules, regulations, resolutions, Master use permits, authorizations, environmental standards, orders, decrees and requirements of all federal, state, City and municipal governments, the departments, bureaus or commissions thereof, authorities, boards or officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions having or acquiring jurisdiction over all or any part of the Facilities, including the City acting in its governmental capacity, or other requirements. References to Laws shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances and regulations now in force or hereinafter enacted or amended. Notwithstanding the foregoing, Permittee shall not be required to apply any new Laws to then-existing Facilities, unless required by Law.

“Legal action” means filing a lawsuit or invoking the Party’s right to arbitration or other legal proceeding.

“Master Use Permit” means the grant, once accepted by the Permittee, giving general permission to Permittee to enter into and upon the Public Rights-of-Way to use and occupy the same for the purposes authorized herein, all pursuant and subject to the terms and conditions as set forth herein.

“Master Use Permit Area” means those Public Rights-of-Way located within the area described in Exhibit “A” (Master Use Permit Area). In the event that the Master Use Permit Area is described as the entire present territorial limits of the City, it shall also include any area annexed thereto during the term of the Master Use Permit.

“Master Use Permit Ordinance” means this Ordinance setting forth the terms and conditions upon which the Permittee shall be granted a Master Use Permit.

“Material Breach” means any of the following circumstances that are not cured beyond applicable notice and cure periods:

- If a Party attempts to evade any material provision of this Master Use Permit or engages in any fraud or deceit upon the other Party;
- If Permittee becomes insolvent, or if there is an assignment for the benefit of Permittee’s creditors;
- If Permittee fails to provide or maintain the insurance, bonds, or other security required by this Master Use Permit;
- A bad faith Breach;
- Breach of Section 6.1 (Dispute Avoidance);
- Any Breach that cannot practicably be cured; or
- Any non-material breach that is not cured as required pursuant to Section 6.3.

“Non-Material Breach” means any breach that does not constitute a Material Breach.

“Noticed Party” shall mean the Party in receipt of notice that it is in Breach.

“Party(ies)” mean either the City or the Permittee or both.

“Person” includes any individual, corporation, partnership, association, joint-stock-company, limited liability company, political subdivision, public corporation, taxing districts, trust, or any other legal entity, but not the City or any Person under contract with the City to perform work in the Public Rights-of-Way.

“Permittee” shall mean MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services and any of its Affiliates.

“Public Rights-of-Way” means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other dedicated public right-of-way, including, any easement now or hereafter held by the City within the Master Use Permit Area for the purpose of public travel, and over which the City has authority to grant permits, licenses or Master Use Permits for use thereof, or has regulatory authority thereover, excluding railroad rights-of-way, airports, harbor areas, buildings, parks, poles, conduits, or similar facilities or property owned, maintained or leased by the City in its governmental or proprietary capacity or as an operator of a utility.

“Telecommunications System” or “System” shall mean collectively the Facilities necessary to provide fiber optic telecommunications services, including, but not limited to: the transmission of voice, data, or other electronic information, facsimile reproduction,



burglar alarm monitoring, meter reading, or other subsequently developed technology that carries an electronic signal over fiber optic cable, as well as non-switched, dedicated and private line, high capacity fiber optic transmission services to firms, businesses or institutions within the City. Telecommunications System shall not mean or include Facilities owned or used for the provision of cable services (as defined in 47 U.S.C. § 522) for which a separate franchise would be required.

“Transfer” means any transaction in which all or a portion of the System is sold, leased or assigned (except a sale or transfer that results in removal of a particular portion of the System from the Public Rights-of-Way); or the rights and/or obligations held by the Permittee under the Master Use Permit are transferred, sold, assigned, or leased, in whole or in part, directly or indirectly, to another Person. A transfer of control of an operator shall not constitute a Transfer as long as the same person continues to hold the Master Use Permit both before and after the Transfer of control. The term "control" (including "controlled by") means the power or authority to direct the management or operations of the Permittee.

“Use Permit” means a document issued under the authority of the City that provides specific requirements and conditions for Work to Construct Facilities within the Public Rights-of-Way.

“Work” means any and all activities of the Permittee, or its officers, directors, employees, agents, contractors, subcontractors, volunteers, invitees, or licensees, within the Public Rights-of-Way to Construct the Facilities.

## ARTICLE 2. MASTER USE PERMIT GRANT

2.1 Public Right-of-Way Use Authorized. Subject to the terms and conditions of this Master Use Permit, the City grants to Permittee a nonexclusive Master Use Permit generally authorizing the Permittee to Construct and operate Facilities for the purposes of owning, operating, and maintaining a Telecommunications System in, along, among, upon, across, above, over, and under the Public Rights-of-Ways located within the Master Use Permit Area, as shown on the attached Exhibit A. However, Permittee must apply for and be granted Use Permits for authorization to Construct Facilities on a site-by-site basis. As part of the permitting process and consistent with applicable laws, the City may impose such conditions as are necessary for the protection, preservation, and management of the Public Rights-of-Way, including, by way of example and not limitation, for the purpose of protecting any improvements, equipment, and devices in such Public Rights-of-Way, and for providing for the proper restoration of such Public Rights-of-Way and to protect the public and the continuity of pedestrian or vehicular traffic. Permittee shall pay all generally applicable and lawful fees for the requisite City Use Permits.

2.2 Permit Term. The rights granted herein shall remain in full force and effect for a period of ten (10) years from the effective date of this ordinance. However, this Master Use Permit shall not take effect and Permittee shall have no rights under this Master Use Permit unless a written acceptance with the City is received pursuant to this Master

Use Permit. If Permittee desires to renew this Master Use Permit, it shall file a renewal application with the City between 180 days and 120 days prior to the expiration of the existing Master Use Permit term. In the event of such filing, the City may, at the City's sole discretion extend the term of this Master Use Permit for up to one year beyond the expiration date to allow processing of renewal. If the City elects to extend the term of this Master Use Permit, written notice of the extension shall be provided to Permittee prior to the Master Use Permit expiration date.

2.3 No Rights By Implication. No rights shall pass to the Permittee by implication. Without limiting the foregoing and by way of example, this Master Use Permit shall not include or be a substitute for:

2.3.1 Any other authorization required for the privilege of transacting and carrying on a business within the City that may be required by the Laws of the City;

2.3.2 Any permit, agreement, or authorization required by the City for Public Rights-of-Way users in connection with operations on or in Public Rights-of-Way or public property including, by way of example and not limitation, Use Permits for specific site authorization to Construct Facilities; or

2.3.3 Any permits, licenses, leases, easements, or other agreements for occupying any other property or infrastructure of the City or other Persons to which access is not specifically granted by this Master Use Permit including, without limitation, agreements for placing devices on poles, light standards, in conduits, in vaults, in or on pipelines, or in or on other structures or public buildings.

2.4 Interest in the Public Right-of-Way. This Master Use Permit shall not operate or be construed to convey title, equitable or legal, in the Public Rights-of-Way. No reference herein to a Public Right-of-Way shall be deemed to be a representation or guarantee by the City that its interest, or other right to control the use of such Public Right-of-Way, is sufficient to Master Use Permit its use for such purposes. The grant given herein does not confer rights other than as expressly provided in the grant hereof. Such right may not be subdivided or subleased to a person other than the holder of the Master Use Permit. CITY DOES NOT WARRANT ITS TITLE OR PROPERTY INTEREST IN OR TO ANY MASTER USE PERMIT AREA NOR UNDERTAKE TO DEFEND PERMITTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.

2.5 Condition of Master Use Permit Area. Permittee has inspected or will inspect the Master Use Permit Area, and enters upon each such Master Use Permit Area with knowledge of its physical condition and the danger inherent in operations conducted in, on, or near any Master Use Permit Area. PERMITTEE ACCEPTS THE MASTER USE PERMIT AREA IN AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND

WHATSOEVER FROM THE CITY AS TO ANY MATTERS CONCERNING THE MASTER USE PERMIT AREA.

2.6 Transfer. Any assignment of use or occupancy privileges granted under this Master Use Permit requires consent of the City in the same manner as right of use or occupancy originally granted, excepting minor stock transfers. Notwithstanding the foregoing, Permittee may assign or transfer the rights and privileges granted herein to any Affiliate, or to any purchaser of all or substantially all of the assets of Permittee, without the requirement for City approval, so long as the successor provides advance written notice to the City that it is then fully liable to the City for compliance with all terms and conditions of this Master Use Permit.

2.7 Street Vacation. If any Public Right-of-Way or portion thereof used by Permittee is to be vacated during the term of this Master Use Permit, unless as a condition of such vacation the Permittee is granted the right to continue its Facilities in the vacated Public Right-of-Way, within one hundred twenty (120) days after notice from City, Permittee shall, without delay or expense to City, remove its Facilities from such Public Right-of-Way, and restore, repair, or reconstruct the Public Right-of-Way where such removal has occurred, and place the Public Right-of-Way in such condition to its original condition, reasonable wear and tear excepted.

2.8 Reservation of City Use of Public Right-of-Way. Nothing in this Master Use Permit shall prevent the City from constructing utility facilities including, but not limited to: sewers and stormwater facilities, grading, changing grade, paving, repairing, or altering any Public Right-of-Way; laying down, repairing or removing water mains; or installing conduit or fiber optic cable. The City shall use reasonable efforts to not harmfully interfere with Permittee's use and placement of its Facilities within the Public Right of Way during such construction or repair, unless the City requires Permittee to remove its Facilities in accordance with the terms herein.

2.9 Government Services. To the extent that the Permittee makes its Facilities and/or services available to other governmental entities within the State of Washington, Permittee shall also make such facilities and services available to the City at similar rates and on similar terms and conditions unless otherwise prohibited or restricted by state or federal laws, regulations, or tariffs.

ARTICLE 3. COMPLIANCE WITH LAWS/ORDER OF PRECEDENCE

3.1 Compliance with Laws. Except as provided herein pursuant to Section 3.3, the Permittee agrees to comply with all applicable Laws as now or hereafter in effect, and any lawful orders from regulatory agencies or courts with jurisdictions over Permittee and its Facilities, or over the City and the Public Rights-of-Way.

3.2 Police Powers. Permittee acknowledges that its rights hereunder are subject to those powers expressly reserved by the City and further are subject to the police powers of the City to adopt and enforce ordinances necessary to protect the health, safety, and

welfare of the public. Permittee agrees to comply with all applicable general ordinances now or hereafter enacted by the City pursuant to such power.

3.3 Reservation of Rights/Wavier. The City shall be vested with the power and right to administer and enforce the requirements of this Master Use Permit and the regulations and requirements of applicable Law, or to delegate that power and right, or any part thereof, to the extent permitted under Law, to any agent in the sole discretion of the City.

3.4 Order of Precedence. In the event of a conflict between a provision, term, condition, or requirement of the Municipal Code or City ordinance and a provision, term, condition, or requirement of this Master Use Permit, the provision, term, condition, or requirement Municipal Code or City ordinance shall control to the extent of such conflict.

3.5 Future Laws. Notwithstanding anything herein to the contrary, Permittee shall not be required to apply any new Laws to then-existing Facilities, unless required by Law.

#### ARTICLE 4. ACCEPTANCE

4.1 Acceptance. Within thirty (30) days after the passage and approval of this Master Use Permit by the City Council, this Master Use Permit shall be accepted by Permittee by filing with the City Clerk or their designee during regular business hours, three originals of this Master Use Permit with its original signed and notarized written acceptance (as shown on the attached Exhibit B) of all of the terms, provisions, and conditions of this Master Use Permit, together with the following, if required herein:

4.1.1 Any required Insurance Certificates or other proof of insurance required in conformance with the requirements of Section 5.3 herein.

4.1.2 The performance and payment bond in conformance with the requirements of Section 5.5.1 herein.

4.1.3 Payment in readily available funds of the administrative costs for issuance of the Master Use Permit in conformance with the requirements of Section 5.5.1 herein.

4.1.4 Payment of the costs of publication of this Master Use Permit Ordinance in conformance with the requirements of Section 5.5.4 herein.

In the event that the thirtieth day falls on a Saturday, Sunday, or legal holiday during which the City is closed for business, the filing date shall fall on the next business day.

4.2 Failure to Timely File Acceptance. Except as provide in this Section 4.2 below, the failure of Permittee to timely file its written acceptance shall be deemed a



rejection by Permittee of this Master Use Permit, and this Master Use Permit shall then be void.

4.3 Effective Date. Except as provided pursuant to Section 4.2 of this Master Use Permit, the Effective Date of this Ordinance and Master Use Permit shall be 12:01 a.m. on the 31<sup>st</sup> day following passage and approval of this Master Use Permit by the City Council.

4.4 Effect of Expiration/Termination. Upon expiration, revocation, or termination of the Master Use Permit without renewal or other authorization, Permittee shall no longer be authorized by the City to operate the Facilities and shall, to the extent it may lawfully do so, cease operation of the Facilities. Forthwith thereafter, except as provided in this Section, or as otherwise provided by ordinance, Permittee shall: (1) remove its Facilities from the Public Rights-of-Ways and restore the Public Rights-of-Way within one hundred twenty (120) days and in accordance with Section 7.13 of this Master Use Permit, all at Permittee's expense; (2) sell its Facilities to another entity (which may include the City) upon City approval; or (3) abandon any Facilities in place in the Public Rights-of-Way in accordance with Section 7.14.

## ARTICLE 5. PROTECTION OF THE CITY AND PUBLIC

### 5.1 Limitation of Liability

5.1.1 Indemnity/Release/Defense. The Permittee shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of Permittee's negligence or willful misconduct, except to the extent such injuries and damages are caused by the negligence or willful misconduct of the City.

5.1.2 Should a court of competent jurisdiction determine that RCW 4.24.115 applies to this Permit, then the Permittee agrees to defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless to the maximum extent permitted thereunder. It is further specifically and expressly understood that the indemnification provided herein constitutes the Permittee's waiver of immunity under Industrial Insurance, Title 51 RCW, relating solely to claims made against the City by Permittee's employees. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

5.2 Contractors/Subcontractors. Permittee's contractors and subcontractors performing Work in the Public Rights-of-Way shall comply with such bond, indemnity and insurance requirements as may be required by this Master Use Permit, City Code or regulations, or other applicable Law.

### 5.3 Insurance Requirements.

5.3.1 General Requirement. The Permittee shall procure and maintain for the duration of the Permit, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by Permittee or on Permittee's behalf with the issuance of this Permit. The Permittee's maintenance of insurance as required by the Permit shall not be construed to limit the liability of the Permittee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

5.3.2 Scope of Insurance. The Permittee shall obtain insurance of the types and coverage described below:

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form and shall cover liability arising from premises, operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be included as an additional insured as their interest may appear under this Agreement under Permittee's Commercial General Liability insurance policy using ISO Additional Insured Form or equivalent, providing at least as broad coverage.

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form.

5.3.3 Insurance Limits. The Permittee shall maintain the following insurance coverages and limits:

Commercial General Liability insurance shall be written with limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of \$1,000,000 each accident.

5.3.4 Other Insurance Provision. The Permittee's Commercial General Liability insurance policy or policies shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Permittee's insurance and shall not contribute with it.

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

5.3.6 Verification of Coverage. The Permittee shall furnish the City with original certificates and a copy of blanket additional insured endorsement, evidencing the insurance requirements of the Permittee before issuance of the Permit.



5.3.7 Notice of Cancellation. Upon receipt of notice from its insurer, Permittee shall provide the City with thirty (30) days' prior written notice of any policy cancellation.

5.3.8 Failure to Maintain Insurance. Failure on the part of the Permittee to maintain the insurance as required shall constitute a Material Breach of the Permit, upon which the City may, after giving thirty (30) days' notice to the Permittee to correct the Breach, immediately terminate the Permit.

5.4 Liens. Permittee shall keep its Facilities within the Public Rights-of-Way free from all mechanic's liens arising out of or in connection with the installation, attachment, reattachment, removal, replacement, maintenance, and operation of the Facilities on account of any action taken by or on Permittee's behalf.

#### 5.5 Financial Conditions.

5.5.1 Reimbursement of Direct Costs of Issuance, Renewal, Amendment and Administration. Within thirty (30) days after notice, Permittee shall reimburse the City for the City's Direct Costs relating to the issuance, renewal, amendment, and administration of this Master Use Permit.

5.5.2 Reimbursement of Direct Costs of Design Review and Inspection. Permittee shall reimburse to the City, its Direct Costs of approvals and inspections, to the extent that such Direct Costs are not included in the costs for issuance of and compliance with the Master Use Permit. Approvals and inspection, including review of the Design Documents and inspection for compliance with Standards (as defined in Section 7.2.1) and the Design Documents.

5.5.3 Work Performed by the City. Subject to Section 5.5.6, Permittee shall reimburse the City after submittal by the City of an itemized billing by project costs, for Permittee's proportionate share of all actual and identifiable expenses incurred by the City in planning, designing, constructing, installing, repairing, or altering any City facility as a result of the actual or proposed presence of Permittee's Facilities. Such costs and expenses shall include, but not be limited to, the, proportionate cost of City personnel and/or contractors utilized to oversee or engage in any work in the Public Right of Way as the result of the presence of Permittee's Facility in the Public Right of Way. Such costs and expenses shall also include but not be limited to the proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of City facilities or the routing or rerouting of any utilities so as not to interfere with Permittee's Facilities. The time of City employees or contractors shall be charged at the rates shown on the City's Taxes, Rates, and Fees schedule (if City employees) or at the hourly rate billed to the City (if contractors). Any other costs will be billed proportionately on an actual cost basis. All billing will be itemized to specifically identify the costs and expenses for each project for which the City claims reimbursement. Further, any work performed by the City that Permittee has failed to perform beyond applicable notice and cure periods as required pursuant to this Master Use Permit and which is performed by the City in

accordance with the terms of this Master Use Permit, shall be performed at the cost and expense of the Permittee. Permittee shall be obligated to pay the Direct Costs to the City of performing such work.

5.5.4 Costs of Publication. Permittee shall reimburse the City for all costs of publication of this Master Use Permit, and any notices prior to any public hearing regarding this Master Use Permit, contemporaneous with its acceptance of this Master Use Permit.

5.5.5 Taxes and Fees. Nothing contained in this Master Use Permit Agreement shall exempt Permittee from Permittee's obligation to pay any applicable utility tax, business tax, or ad valorem property tax, now or hereafter levied against real or personal property within the City, or against any local improvement assessment imposed on Permittee. Any fees, charges and/or fines provided for in the Orting Municipal Code or any other City ordinance, and any compensation charged and paid for the Public Rights-of-Way, whether pecuniary or in-kind, are separate from, and additional to, any and all federal, state, local, and City taxes as may be levied, imposed or due from Permittee.

5.5.6 Time for Payment. All non-contested amounts owing shall be due and paid within thirty (30) days of invoice. Any amounts payable under this Master Use Permit by Permittee which shall not be paid upon the due date thereof, shall bear interest at an annual rate equal to the commercial prime interest rate of the City's primary depository bank during the period such unpaid amount is owed.

5.5.7 Reservation of Rights. Pursuant to Section 35.21.860 RCW, the City is precluded from imposing a franchise fee on a telephone business as defined in RCW 82.04.065, except for administrative expenses or any tax authorized by RCW 35.21.865, or a service provider as defined in RCW 35.21.860. Permittee hereby warrants that its operations as authorized under this franchise are those of a telephone business as defined in RCW 82.04.065 or as a service provider. As a result the City, will not impose a franchise fee under the terms of this ordinance, other than as described herein.

However, the City hereby reserves its right to impose a franchise fee on Permittee for purposes other than to recover its administrative expenses, if Permittee's operations as authorized by this franchise change so that not all uses of the franchise are those of a "telephone business" as defined in RCW 82.04.065 or as a service provider; or, if statutory prohibitions on the imposition of such fees are removed. In either instance, the City also reserves its right to require that Permittee obtain a separate franchise for its change in use, which franchise may include provisions intended to regulate Permittee's operations, as allowed under applicable law.

## ARTICLE 6. ENFORCEMENT AND REMEDIES

6.1 Communication and Discussion. The Parties are fully committed to working with each other throughout the term of this Franchise and agree to communicate regularly with each other at all times so as to avoid or minimize Disputes. The Parties

agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into a Dispute. The Parties each commit to resolving a Dispute in an amicable, professional and expeditious manner.

The Parties further agree that in the event a Dispute arises, they will attempt to resolve any such Disputes through discussions between representatives of each Party. Each Party will exchange relevant information that will assist the Parties in resolving the Dispute.

6.2 Remedies. The Parties have the right to seek any and all remedies, in equity, at law or in contract. Remedies are cumulative; the exercise of one shall not foreclose the exercise of others. No provision of this Franchise shall be deemed to bar either Party from seeking appropriate judicial relief.

Neither the existence of other remedies identified in this Master Use Permit nor the exercise thereof shall be deemed to bar or otherwise limit the right of either Party to recover monetary damages, as allowed under applicable Law, or to seek and obtain judicial enforcement by means of specific performance, injunctive relief or mandate, or to commence an action for equitable or other relief, and/or proceed against the other Party and any guarantor for all direct monetary damages, costs and expenses arising from the Default and to recover all such damages, costs and expenses, including reasonable attorneys' fees.

The City specifically does not, by any provision of this Master Use Permit, waive any right, immunity, limitation or protection otherwise available to the City, its officers, officials, City Council, Boards, commissions, agents, or employees under federal, State, or local law.

### 6.3 Right to Cure Default.

6.3.1 Notice. If a Party believes that the other Party is in default, such Party shall give written notice to the Noticed Party stating with reasonable specificity the nature of the alleged default. The Noticed Party shall have thirty (30) days, or such greater time as specified in the notice or such lesser time as specified in the event that there is an imminent threat of harm to the public health, safety or welfare resulting from the default, from the receipt of such notice to:

6.3.1.1 Respond to the other Party, contesting that Party's assertion that a Default has occurred; or

6.3.1.2 Cure the default; or

6.3.1.3 Notify the other Party that the Noticed Party cannot cure the default within the time provided in the notice, because of the nature of the Default. In the event the Default cannot be cured within the time provided in the notice, the Noticed Party shall promptly take all reasonable steps to begin to cure the Default and notify the other Party in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the other Party may set a meeting to determine whether additional time

beyond the time provided in the notice is indeed needed, and whether the Noticed Party's proposed completion schedule and steps are reasonable.

6.3.2 Time to Cure. When specifying the time period for cure, the Party giving notice shall take into account, the nature and scope of the alleged Default, the nature and scope of the work required to cure the Default, whether the Default has created or will allow to continue an unsafe condition, the extent to which delay in implementing a cure will result in adverse financial consequences or other harm to the Party giving notice, and whether delay in implementing a cure will result in a violation of Law or Default of contract.

6.3.3 Failure to Cure. If the Noticed Party fails to promptly commence and diligently pursue cure of a Default to completion to the reasonable satisfaction of the Party giving notice and in accordance with the agreed upon time line or the time provided for in the Notice of Default, then the parties may pursue any remedies available to them.

6.4 Termination/Revocation. In addition to the remedies available to the City as provided at Law, in equity or in this Master Use Permit, upon a Default without cure, the City may revoke this Master Use Permit and rescind all rights and privileges associated with this Master Use Permit in accordance with the following:

6.4.1 Notice. Prior to termination of the Master Use Permit, the City shall give written notice to the Permittee of its intent to revoke the Master Use Permit. The notice shall set forth the exact nature of the Default. If Permittee objects to such termination, Permittee shall object in writing and state its reasons for such objection and provide any explanation.

6.4.2 Hearing. The City may then seek a termination/revocation of the Master Use Permit in accordance with this Subsection.

6.4.2.1 The City Council, or its designee, shall conduct a public hearing to determine if termination/revocation of the Master Use Permit is warranted.

6.4.2.2 At least fourteen (14) days prior to the public hearing, the City shall issue a public hearing notice that shall establish the issue(s) to be addressed in the public hearing; provide the time, date and location of the hearing; provide that the Hearing Body/Officer shall hear any Persons interested therein; and provide that the Permittee shall be afforded fair opportunity for full participation, including the right to introduce evidence, to require the production of evidence, to be represented by counsel and to question witnesses. The public hearing notice shall be provided to Permittee in accordance with Section 8.13 hereof and public notice of the hearing shall be provided in the same manner as notice is provided for regular meetings of the City Council.

6.4.2.3 Within sixty (60) days after the close of the hearing, the City Council shall issue a written decision regarding the termination/revocation of the Master Use Permit. If the City Council has designated another hearing body/officer to conduct the public



hearing, such hearing body/officer shall make a recommendation to the City Council within thirty (30) days following the close of the public hearing, and the City Council shall make a decision upon the recommendation of the Hearing Body/Officer after a closed record hearing and within sixty (60) days following receipt of the recommendation of the Hearing Body/Officer. The decision of the City Council shall be final. The Parties recognize that a decision to terminate/revoke a Master Use Permit is not a land use decision that is subject to appeal pursuant to the Land Use Petition Act (Chapter 36.70C RCW). Failure to render a decision within the required time period shall not be a basis for invalidation of the decision that is made. Any appeal to which the Permittee may be entitled (e.g., constitutional or statutory writ of review) shall be filed within 30 calendar days of issuance of the final decision of the City Council.

6.4.3 Decision to Terminate. The City Council may consider one or more of the following when determining whether or not to terminate/revoke the Master Use Permit based upon the material Default:

6.4.3.1 The history of repeated non-compliance by Permittee with material terms and conditions of this Master Use Permit;

6.4.3.2 Whether other remedies will achieve compliance with this Master Use Permit;

6.4.3.3 Whether the Permittee has acted in good faith;

6.4.3.4 Whether the acts or omissions that gave rise to the Default were willful or indifferent to the requirements that gave rise to the Default;

6.4.3.5 Whether the type of services provided by the Permittee will be available to the general public through other providers;

6.4.3.6 Whether services provided by the Permittee are essential public services or regulated utilities;

6.4.3.7 The impact or potential impact of the Default upon the public health, safety and welfare;

6.4.3.8 The economic risk the City is exposed to as a result of the Default;

6.4.3.9 Whether consent, permission, adjudication, an order or other authorization of a governmental agency or body, is required as a condition precedent to the City ordering the Permittee to abandon or remove Facilities from the Public Rights-of-Way or to cease operations (temporarily or otherwise) of the Facilities.

6.4.3.10 Such other facts and circumstances that are relevant to the controversy that gave rise to the Default and/or to whether or not the continued presence

and operation of the Permittee Facilities with the Master Use Permit Area will be harmful to the public health, safety or welfare.

6.5 Receivership. At the option of the City, subject to applicable law and lawful orders of courts of competent jurisdiction, this Master Use Permit may be revoked after the appointment of a receiver or trustee to take over and conduct the business of Permittee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

6.5.1 The receivership or trusteeship is timely vacated; or

6.5.2 The receiver or trustee has timely and fully complied with all the terms and provisions of this Master Use Permit, and has remedied all defaults under the Master Use Permit. Additionally, the receiver or trustee shall have executed an agreement duly approved by the court having jurisdiction, by which the receiver or trustee assumes and agrees to be bound by each and every term, provision and limitation of this Master Use Permit.

#### ARTICLE 7. GENERAL CONDITIONS UPON USE OF PUBLIC RIGHTS-OF-WAY

7.1 Regulatory Permit. If Permittee has submitted an application for a Regulatory Permit to perform work in the Public Rights-of-Way, the City shall, to the extent practicable, consider such application contemporaneously with the design review requirements hereunder.

7.2 Submission; Approval of Design Documents.

7.2.1 Submission. At the time of application for a Regulatory Permit, or in the event that Permittee seeks to alter or change the location of Facilities in a Master Use Permit Area, Permittee shall submit its Design Documents to the City for review and approval in accordance with the City's plan review process.

7.2.2 Use of Public Rights-of-Way. The City may require that Facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to the proposed Master Use Permit Area and may deny access if Permittee is not willing to comply with such requirements; and, may require removal of any Facility that is not installed in compliance with the Standards (defined in Section 7.3 below) or which is installed without prior City approval of the time, place, or manner of installation.

7.2.3 Approval of Plans. At the time of application for a Use Permit for Construction of Facilities within the Public Rights-of-Way, Permittee shall submit to provide the City with detailed Design Documents for any System Construction as required by the Public Works Director/City Engineer and as otherwise required pursuant to the Orting Municipal Code, and shall submit to Architectural Design Review, pursuant to OMC 13-6-7.

Work may not commence without prior approval by the City of the Design Documents submitted by the Permittee, which approval will not be unreasonably withheld,



conditioned or delayed. The City may review and approve the Permittee's Design Documents with respect to:

7.2.3.1 Location/Alignment/Depth;

7.2.3.2 The manner in which the Facility is to be installed;

7.2.3.3 Measures to be taken to preserve safe and free flow of traffic;

7.2.3.4 Structural integrity, functionality, appearance, compatibility with and impact upon roadways, bridges, sidewalks, planting strips, signals, traffic control signs, intersections, or other facilities and structures in the Public Rights-of-Way;

7.2.3.5 Ease of future road maintenance, and appearance of the roadway;

7.2.3.6 Compliance with applicable Standards (as defined below) and codes; and

7.2.3.7 Compliance and compatibility with the City's comprehensive plan, six-year transportation plan, capital improvements plans, and regional transportation improvement plans.

7.3 Compliance with Standards/Codes. Except as may be preempted by federal or state Laws, all Facilities shall conform to and all Work shall be performed in compliance with the following "Standards" as now or may be hereafter revised, updated, amended or re-adopted:

7.3.1 Standards for Public Works Engineering and Construction. The most current edition of the City of Orting Development Standards, Special Provisions and Standard Details as adopted from time to time by the City. This document includes the City Design Standards Manual, Design Standards Detail, and appendices, and the most recently City adopted edition of the Standard Specifications for Road, Bridge and Municipal Construction as prepared by the Washington State Department of Transportation ("WSDOT") and the Washington State Chapter of American Public Works Association ("APWA");

7.3.2 MUTCD. The Washington State Department of Transportation Manual of Uniform Traffic Control Devices ("MUTCD");

7.3.3 Special Conditions. Requirements and standards set forth as additional conditions in a Regulatory Permit.

7.3.4 City Regulations. City ordinances, codes, and regulations those establishing standards for placement of Facilities in Public Rights-of-Way, including by way of example and not limitation, the specific location of Facilities in the Public Rights-of-Way. This shall also include any road design standards that the City shall, consistent with applicable law, deem necessary to provide adequate protection to the Public Rights-of-Way, its safe operation, appearance, and maintenance;

7.3.5 Other Regulatory Requirements. Applicable requirements of federal or state governmental authorities that have regulatory authority over the placement, construction, or design of Permittee Facilities;

7.3.6 Industry Standards. All Work shall be done in a safe, thorough, and workmanlike manner. All Facilities shall be durable and Constructed in accordance with good engineering practices and standards promulgated by the government and industry for placement, Construction, design, type of materials and operation of Permittee's Facilities;

7.3.7 Safety Codes and Regulations. Permittee's Facilities and Work shall comply with all applicable federal, State and City safety requirements, rules, regulations, Laws and practices. By way of illustration and not limitation, Permittee shall comply with the National Electrical Safety Code and the Occupational Safety and Health Administration (OSHA) Standards; and

7.3.8 Building Codes. Permittee's Facilities and Work shall comply with all applicable City Building Codes. However, nothing in this Master Use Permit excuses Permittee from compliance with any other applicable City code, including without limitation, construction codes, fire code, zoning codes and regulations.

7.4 Conditions Precedent to Work. Except as may be otherwise required by applicable City code, rule, regulation or Standard, Permittee shall comply with the following as a condition precedent to Work:

7.4.1 Regulatory Permits Required. Except in the event of an Emergency, prior to performing any Work in the Public Right-of-Way requiring a Regulatory Permit, Permittee shall apply for, and obtain, in advance, such appropriate Regulatory Permits from the City as are required by ordinance or rule. Permittee shall pay all generally applicable and lawful fees for the requisite City Regulatory Permits.

7.4.2 Compliance with Master Use Permit. Permittee shall be in material compliance with the Master Use Permit.

7.5 Work in the Public Rights-of-Way.

7.5.1 Least Interference. Work in the Public Rights-of-Way shall be done in a manner that does not unnecessarily hinder or obstruct the free use of the Public Rights-of-Way or other public property and which causes the least interference with the rights and reasonable convenience of property owners, businesses and residents along the Public Rights-

of-Way. Permittee Facilities shall be designed, located, aligned and Constructed at Permittee's sole expense so as not to disturb or impair the use or operation of any street improvements, utilities, and related facilities of City or City's existing lessees, licensees, permittees, franchisees, easement beneficiaries or lien holders, without prior written consent of City or the Parties whose improvements are interfered with and whose consent is required pursuant to agreements with the City existing prior to the Effective Date. Permittee's Facilities shall be designed, located, aligned, and Constructed in such a manner as not to interfere with any planned utilities. For purposes of this section, "planned" shall mean utilities which the City intends to construct in the future, which intent is evidenced by the inclusion of said utility project in the Capital Investment Program Plan, a comprehensive utility plan, a transportation improvement plan or other written construction or planning schedule that is publicly available or provided to Permittee upon request.

7.5.2 Work Subject to Inspection. The City may observe or inspect the Construction Work, or any portion thereof, at any time to ensure compliance with applicable Regulatory Permits, this Master Use Permit, applicable Law, the applicable approved Design Documents, the Standards, and to ensure the Work is not being performed in an unsafe or dangerous manner.

7.5.3 Notice to the Public. Except in the case of an Emergency, City retains the right to require the Permittee to notify the public prior to commencing any significant planned Construction that Permittee reasonably anticipates will materially disturb or disrupt public property or have the potential to present a danger or affect the safety of the public generally.

7.5.4 Work of Contractors and Subcontractors. Permittee's contractors and subcontractors performing Work in the Master Use Permit Area shall be licensed and bonded in accordance with the City's and State's applicable regulations and requirements. Any contractors or subcontractors performing Work within the Public Rights-of-Way on behalf of the Permittee shall be deemed servants and agents of the Permittee for the purposes of this Master Use Permit and are subject to the same restrictions, limitations and conditions as if the Work were performed by Permittee. Permittee shall be responsible for all Work performed by its contractors and subcontractors and others performing Work on its behalf as if the Work were performed by it, and shall ensure that all such Work is performed in compliance with this Master Use Permit and other applicable laws, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Permittee's responsibility to ensure that contractors, subcontractors or other Persons performing Work on Permittee's behalf are familiar with the requirements of this Franchise and other applicable Laws governing the Work performed by them.

7.5.5 Emergency Permits. In the event that Emergency repairs are necessary, Permittee shall immediately notify the City of the need for such repairs. Permittee may initiate such Emergency repairs, and shall apply for appropriate Use Permits within forty-eight (48) hours after discovery of the Emergency. In the event of an Emergency, a Permittee may perform Emergency Work in the Public Rights-of-Way without first securing a Use

Permit for such Emergency Work, provided that: (1) the Permittee notifies the City in advance or as soon as practicable upon commencing work of the Emergency requiring the performance of such Emergency Work and the type and location of such Work; (2) the Permittee applies for a Use Permit by the third business day following commencement of such Work; and (3) the Permittee, at its sole cost and expense, makes its Work performed in the Public Rights-of-Way available for inspection to determine compliance with Laws and Standards.

7.5.6 Stop Work. On notice from the City that any Work does not comply with the Master Use Permit, the approved Design Documents for the Work, the Standards, the Use Permit, or other applicable Law, or is being performed in an unsafe or dangerous manner as reasonably determined by the City, the non-compliant Work may immediately be stopped by the City. The stop work order shall be in writing, given to the Person doing the Work and be posted on the Work site, indicate the nature of the alleged violation or unsafe condition; and establish conditions under which Work may be resumed. If so ordered, Permittee shall cease and shall cause its contractors and subcontractors to cease such activity until the City is reasonably satisfied that Permittee is in compliance. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable Law, may order Permittee to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes in its reasonable discretion. The City has the right to inspect, repair and correct the unsafe condition if Permittee fails to do so, and to reasonably charge Permittee for the costs incurred to perform such inspection, repair or correction. The authority and remedy set forth herein in this section is in addition to, and not a substitute for, any authority the City may otherwise have to take enforcement action for violation of City Codes or Standards.

7.5.7 Discovery of Hazardous Substances/Indemnity. In the event that the Work of the Master Use Permit in, on, and upon the Master Use Permit Area results in the discovery of the presence of Hazardous Substances (“**Discovered Matters**”) in, on or upon the areas excavated or otherwise opened or exposed by Permittee within the Master Use Permit Area (the “**Excavated Areas**”), the Permittee shall immediately notify the City and, take whatever other reporting action is required by applicable Environmental Law as it relates to the Discovered Matters in the Excavated Areas.

In the event the Permittee’s Work, in, on or upon the Master Use Permit Area within the Excavated Areas results in a release (as determined under applicable Environmental Laws) of Hazardous Substances which were, before such activities, confined to areas within the Excavated Areas, but which after such activities by Permittee are released beyond the Excavated Areas, and if the release is caused in whole or in part by the Permittee, then the Permittee shall indemnify, defend and hold the City harmless from the costs of all necessary Remedial Actions which are required under the applicable Environmental Laws, to the extent of Permittee’s share of the liability for the release. Permittee’s liability for the release may, inter alia, be determined by a final non-appealable decision by a court of competent jurisdiction, or as provided in a final non-appealable administrative order issued by the Environmental Authority, or by a consent decree entered by Permittee and the Environmental Authority.



7.6 Alterations. Except as may be shown in the Design Documents or Regulatory Permits approved by the City or the record drawings, or as may be necessary to respond to an Emergency, Permittee, and Permittee's contractors and subcontractors, may not make any material alterations to the Master Use Permit Area, or permanently affix anything to the Master Use Permit Area, without the City's prior written consent. Material alteration shall include by way of example and not limitation, a change in the dimension or height of the above ground Facilities. If Permittee desires to change either the location of any Facilities or otherwise deviates from the approved design of any of the Facilities, Permittee shall submit such change to the City in writing for its approval pursuant to Section 7.2 of this Master Use Permit. Permittee shall have no right to commence any such alteration change until after Permittee has received the City's approval of such change in writing.

## 7.7 General Conditions.

7.7.1 Right-of-Way Meetings. Subject to receiving advance notice, Permittee will make reasonable efforts to attend and participate in meetings of the City regarding Right-of-Way issues that may impact the Telecommunications System.

7.7.2 Compliance Inspection. Permittee's Facilities shall be subject to the City's right of periodic inspection upon at least seventy-two (72) hours' notice, or, in case of an emergency, upon demand without prior notice, to determine compliance with the provisions of this Master Use Permit or other applicable Law over which the City has jurisdiction. Permittee shall respond to requests for information regarding its Telecommunications System as the City may from time to time issue in writing to determine compliance with this Master Use Permit, including requests for information regarding the Permittee's plans for Construction and the purposes for which the Facility is being Constructed.

7.7.3 One Call. If Permittee places Facilities underground, Permittee shall, at its own expense, continuously be a member of the State of Washington one number locator service under Chapter 19.122 RCW, or an approved equivalent, and shall comply with all such applicable rules and regulations. The Permittee shall locate and field mark its Facilities for the City at no charge.

7.7.4 Graffiti Removal. Within 5 business days after notice from the City, Permittee shall remove any graffiti on any part of its Telecommunications System, including, by way of example and not limitation, equipment cabinets. If either the Permittee fails to do so within 5 business days or in the City's discretion and subject to advance communication with the Permittee, the City may remove the graffiti and bill the Permittee for the reasonable cost thereof.

7.7.5 Dangerous Conditions, Authority for City to Abate. Whenever Construction of Facilities has caused or contributed to a condition that in the reasonable opinion of the City Engineer and/or Public Works Director, substantially impairs the lateral

support of the adjoining Public Right-of-Way, street, or public place, or endangers the public, any utilities, or City-owned property, the City may reasonably require the Permittee to take action to protect the Public Right-of-Way, the public, adjacent public places, City-owned property, streets, and utilities. Such action may include compliance within a prescribed time. In the event that the Permittee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if Emergency conditions exist which require immediate action, the City may, to the extent it may lawfully do so, take such actions as are necessary to protect the Public Right-of-Way, the public, adjacent public places, City-owned property, streets, and utilities, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and the Permittee shall be liable to the City for the reasonable costs thereof to the extent Permittee is the cause of such condition, as determined by the City in its reasonable discretion.

7.7.6 No Duty. Notwithstanding the right of the City to inspect the Work, issue a stop work order, and order or make repairs or alterations, the City has no duty or obligation to observe or inspect, or to halt Work on, the applicable Facilities, it being solely Permittee's responsibility to ensure that the Facilities are Constructed and operated in strict accordance with this Master Use Permit, a Use Permit, the approved Design Documents, the Standards, and applicable Law. Neither the exercise nor the failure by the City to exercise any right set forth in this Article 7 shall alter the liability allocation set forth in this Master Use Permit.

7.7.7 Roadside Hazard. All of Permittee's Facilities shall be kept by Permittee at all times in a safe and hazard-free condition. Permittee shall ensure that Facilities within the Public Rights-of-Way do not become or constitute an unacceptable roadside obstacle and do not interfere with or create a hazard to maintenance of and along the Public Rights-of-Way. In such event, the Permittee shall take corrective action. In the event that the City determines that a Facility within the Public Rights-of-Way has become or constitutes an unacceptable roadside obstacle or may interfere with or create a hazard to maintenance of and along the Public Rights-of-Way, following written notice explaining with reasonable specificity the nature of any such matter and a reasonable opportunity to cure of not less than thirty (30) days, the Permittee shall take corrective action; provided that, nothing herein shall relieve the Permittee from keeping its Facilities at all times in safe and hazard-free condition.

Permittee, at all times, shall employ the standard of care attendant to the risks involved and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public or to Permittee's agents or employees. Permittee, at its own expense, shall repair, renew, change, and improve its Facilities from time to time as may be necessary to accomplish this purpose. Permittee shall use suitable barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such Work in or affecting such Public Rights-of-Way or property. All excavations made by Permittee in the Public Rights-of-Way shall be properly safeguarded for the prevention of accidents.



7.7.8 Verification of Alignment/Depth. Upon the reasonable request and prior written notice, in non-Emergency situations at least thirty (30) days' notice by the City and in order to facilitate the location, alignment and design of Public Improvements (defined below), the Permittee agrees to locate, and if reasonably determined necessary by the City, to excavate and expose portions of its Facilities for inspection so that the location of same may be taken into account in the Public Improvement design; PROVIDED that, Permittee shall not be required to excavate and expose its Facilities unless the Permittee's record drawings and maps of its Facilities submitted pursuant to Section 7.11 of this Master Use Permit are reasonably determined by the City to be inadequate for purposes of this paragraph.

7.7.9 No Interference. Permittee's equipment operations shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). Permittee agrees that in the event its Telecommunications System interferes with the operation of the City public safety radio system, including but not limited to Lahar Warning System and City of Orting Public Works SCADA radio network, as now or hereafter constructed and operated, Permittee shall, within twenty-four (24) hours after notice, modify its Facilities to eliminate such interference.

7.7.10 Shared Use of Excavations. If at any time, or from time to time, either Permittee or the City shall cause excavations to be made near Facilities, the party causing such excavation to be made shall afford the other, upon receipt of a written request to do so within ninety (90) days of written notice from the party causing the excavation, an opportunity to use such excavation, provided that: (i) such joint use shall not unreasonably delay the work of the party causing the excavation to be made; and (ii) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties.

## 7.8 Facility Relocation at Request of the City.

7.8.1 Public Improvement. The City may require Permittee to alter, adjust, relocate, or protect in place its Facilities within the Public Rights-of-Way when reasonably necessary for construction, alteration, repair, or improvement of any portion of the Public Rights-of-Way for purposes of public welfare, health, or safety ("Public Improvements"). Such Public Improvements include, by way of example but not limitation, Public Rights-of-Way construction; Public Rights-of-Way repair (including resurfacing or widening); change of Public Rights-of-Way grade; construction, installation or repair of sewers, stormwater facilities, drains, water pipes, power lines, signal lines, communication lines, or any other type of government-owned communications, utility or public transportation systems, public work, public facility, or improvement of any government-owned utility; Public Rights-of-Way vacation, and the Construction of any public improvement or structure by any governmental agency acting in a governmental capacity for the public benefit.

7.8.2 Alternatives. If the City requires Permittee to relocate its Facilities, the City shall make a reasonable effort to provide Permittee with an alternate location

within the Public Right-of-Way. The Permittee may, within thirty (30) days after receipt of written notice requesting a relocation of its Facilities, propose design alternatives that would mitigate or lessen the impact upon Permittee's Facilities. The City shall provide a full and fair evaluation of such proposed design alternatives that, in the judgment of the City, would not impair, interfere with, or materially alter the scope, purpose or functioning of the Public Improvement and would not increase the anticipated public costs of the Public Improvement. If so requested by the City, Permittee shall submit additional information to assist the City in making such evaluation. In the event that the City determines that it does not have available resources within the existing Public Improvement budget to fully and fairly evaluate Permittee's proposal, the City shall not be obligated to further consider such proposal unless and until the Permittee funds the additional costs to the City to complete its evaluation. In the event the City determines, after due consideration, that there is no other reasonable alternative, Permittee shall relocate its facilities as otherwise provided in this Section 7.8.

7.8.3 Notice. The City shall notify Permittee in writing as soon as practicable of the need for relocation and shall specify the date by which relocation shall be completed. Except in case of Emergency such notice shall be no less than one hundred and eighty (180) days. In calculating the date that relocation must be completed, City shall consult with Permittee and consider the extent of Facilities to be relocated, the service requirements, and the construction sequence for the relocation, within the overall project construction sequence and constraints, to safely complete the relocation. Permittee shall complete the relocation by the date specified, unless the City, or a reviewing court, establishes a later date for completion, after a showing by the Permittee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements.

7.8.4 Coordination of Work. Permittee acknowledges and understands that any delay by Permittee in performing the Work to alter, adjust, relocate, or protect in place its Facilities within the Public Rights-of-Way may delay, hinder, or interfere with the work performed by the City and its contractors and subcontractors in furtherance of construction, alteration, repair, or improvement of the Public Improvement, and result in damage to the City and/or its contractors, including but not limited to, delay and disruption claims. Permittee shall cooperate with the City and its contractors and subcontractors to coordinate such Permittee Work to accommodate the Public Improvement project and project schedules to avoid delay, hindrance, or disruption of such project.

7.8.5 Assignment of Rights. In addition to any other rights of assignment the City may have, the City may from time to time assign or transfer to its contractors or subcontractors its rights under Section 7.10 of this Permittee.

7.8.6 Reimbursement for Costs. Notwithstanding the cost allocation provisions set forth in this Master Use Permit, Permittee does not waive its right(s) to and shall be entitled to seek reimbursement of its relocation costs as may be otherwise specifically set forth and authorized by Law, including in statute. Further, if the City reimburses or pays the relocation costs of a similarly situated franchisee for a given Public

Improvement project, the City shall reimburse or pay Franchisee's relocation costs on the same basis.

7.9 Movement of Facilities for Others.

7.9.1 Private Benefit. If any alteration, adjustment, temporary relocation, or protection in place of the Telecommunications System is required solely to accommodate the Construction of facilities or equipment that are not part of a Public Improvement project, Permittee shall, after at least sixty (60) days advance written notice, take action to effect the necessary changes requested by the responsible Person; provided that, (a) the Person requesting the same pays for the Permittee's time, design, engineering and material costs associated with the requested work; (b) the alteration, adjustment, relocation or protection in place is reasonably necessary to accommodate such work; and (c) Permittee's services are not interrupted.

7.9.2 Temporary Changes for Other Permittees. At the request of any Person holding a valid permit and upon reasonable advance notice, Permittee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder. Franchisee shall be given not less than thirty (30) days' advance notice to arrange for such temporary wire changes.

7.10 Movement of Facilities During Emergencies.

7.10.1 Immediate Threat. In the event of an unforeseen event, condition or circumstance that creates an immediate threat to the public safety, health, or welfare, the City shall have the right to require Permittee to shut down, relocate, remove, replace, modify, or temporarily disconnect Permittee's Facilities located in the Public Rights-of-Way at the expense of the Permittee without regard to the cause or causes of the immediate threat.

7.10.2 Emergency. In the event of an Emergency, or where a Facility creates or is contributing to an imminent danger to health, safety, or property, the City retains the right and privilege to protect, support, temporarily disconnect, remove, or relocate any or all parts of the Telecommunications System located within the Public Rights-of-Way, as the City may determine to be reasonably necessary, appropriate or useful in response to any public health or safety Emergency and charge the Permittee for costs incurred. The City may use contractors or agents to perform the actions permitted pursuant to this Section 7.10.2, and shall endeavor to provide Permittee as much prior notice as is possible of such action.

7.10.3 Notice. During Emergencies the City shall endeavor to, as soon as practicable, provide notice to Permittee of such Emergency at a designated Emergency response contact number, to allow Permittee the opportunity to respond and rectify the problem without disrupting Telecommunications Service. If after providing notice, there is no immediate response, the City may protect, support, temporarily disconnect, remove, or

relocate any or all parts of the Telecommunications System located within the Public Rights-of-Way in accordance with this Section 7.10.

7.10.4 Limitation on Liability. The City shall not be liable for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section.

7.11 Record of Installations.

7.11.1 Map/Record Drawing of Telecommunications System. Upon request by the City, Permittee shall search for and provide the City with the most accurate and available maps and record drawings in a form and content prescribed by the City reflecting the horizontal and vertical location and configuration of its Telecommunications System within the Public Rights-of-Way and upon City property in a format reasonably acceptable to the City. Permittee shall provide the City with updated record drawings and maps within a reasonable period of time following receipt of written request. As to any such record drawings and maps so provided, Permittee does not warrant the accuracy thereof and to the extent the location of the Telecommunications System is shown, such Telecommunications System is shown in its approximate location.

7.11.2 Maps/Record Drawings of Improvements. After Construction involving the locating or relocating of Facilities, the Permittee shall provide the City with accurate copies of all record drawings and maps showing the horizontal and vertical location and configuration of all located or relocated Facilities within the Public Rights-of-Way. These record-drawings and maps shall be provided at no cost to the City, and shall include hard copies and digital copies in a format reasonably specified by the City. As to any such record drawings and maps so provided, Permittee does not warrant the accuracy thereof and to the extent the location of the Telecommunications System is shown, such Telecommunications System is shown in its approximate location.

7.12 Restoration of Public Rights-of-Way, Public and Private Property.

7.12.1 Restoration after Construction. Permittee shall, after completion of Construction of any part of its Telecommunications System, leave the Public Rights-of-Way and other property disturbed thereby, in as good or better condition in all respects as it was in before the commencement of such Construction. Permittee agrees to promptly complete restoration work to the reasonable satisfaction of the City and in conformance with City Standards, including by way of example and not limitation, backfilling and restoration requirements as set forth in City Standards.

7.12.2 Notice. Except in the case of an Emergency, Permittee shall give reasonable advanced notice to private property owners and tenants of Construction Work on or adjacent to such private property if the Permittee reasonably anticipates such Work will materially disturb or disrupt the use of private property and when the City otherwise requires Permittee to provide such notice. If Permittee's Work causes unplanned, unapproved, or unanticipated disturbance of or alteration or damage to Public Rights-of-Way



or other public or private property, the Franchisee shall promptly notify the property owner within twenty-four (24) hours.

7.12.3 Duty to Restore. If Permittee's Work causes unplanned, unapproved, or unanticipated disturbance of or alteration or damage to Public Rights-of-Way or other public property, it shall promptly remove any obstructions therefrom and restore such Public Rights-of-Way and public property to the reasonable satisfaction of the City and in accordance with City Standards.

7.12.4 Temporary Restoration. If weather or other conditions do not allow the complete restoration required by this Section, Permittee shall temporarily restore the affected Public Right-of-Way or public property. Permittee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

7.12.5 Survey Monuments. All survey monuments which are disturbed or displaced by any Work shall be referenced and restored, as per WAC 332-120, as the same now exists or may hereafter be amended, and all pertinent federal, state and local standards and specifications.

7.12.6 Approval. The City Engineer, or designee, shall be responsible for observation and final approval of the condition of the Public Rights-of-Way and City property following any restoration activities therein. Permittee is responsible for all testing and monitoring of restoration activities. The provisions of this section shall survive the expiration, revocation or termination of this Master Use Permit.

7.12.7 Warranty. Permittee shall warrant any restoration work performed by Franchisee in the Public Rights-of-Way or on other public property for two (2) years, unless a longer period is required by applicable City Standards. If restoration is not satisfactorily and timely performed by the Permittee, the City may, after prior notice to the Permittee, or without notice where the disturbance or damage may create an imminent risk to public health or safety, cause the repairs to be made and recover the reasonable cost of those repairs from the Permittee.

7.12.8 Restoration of Private Property. When Permittee does any Work in the Public Rights-of-Way that affects, disturbs, alters, or damages any adjacent private property, it shall, at its own expense, be responsible for restoring such private property to the reasonable satisfaction of the private property owner.

7.12.9 Failure to Restore per City Standards. If Permittee should fail to leave any portion of the excavation in a condition that meets the City's Standards, the City may on five (5) days' notice to Permittee, which notice shall not be required in case of an Emergency, cause all work necessary to restore the excavation to a safe condition. Permittee shall pay to the City the cost of such work; which shall include, among other things, the City's overhead in obtaining completion of said work (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).



7.13 Approvals. Nothing in this Master Use Permit shall be deemed to impose any duty or obligation upon the City to determine the adequacy or sufficiency of Permittee's Design Documents or to ascertain whether Permittee's proposed or actual Construction is adequate or sufficient or in conformance with the Design Documents reviewed and approved by the City. No approval given, inspection made, review or supervision performed by the City pursuant to or under authority of this Master Use Permit shall constitute or be construed as a representation or warranty express or implied by the City that such item reviewed, approved, inspected, or supervised, complies with applicable Laws or this Master Use Permit or meets any particular Standard, code or requirement, or is in conformance with the approved Design Documents, and no liability shall attach with respect thereto. City approvals and inspections as provided herein, are for the sole purpose of protecting the City's rights as the owner and/or manager of the Public Rights-of-Way and shall not constitute any representation or warranty, express or implied, as to the adequacy of the design or Construction of the Facilities or Telecommunications System, suitability of the Master Use Permit Area for Construction, or any obligation on the part of the City to insure that Work or materials are in compliance with any requirements imposed by a governmental entity. The City is under no obligation or duty to supervise the design, Construction, or operation of the Telecommunications System.

7.14 Abandonment of Facilities. Except as may be otherwise provided by Law, Permittee may not abandon in place any Facilities in the Public Rights-of-Way without written consent from the City. Permittee shall provide written notice of its intent to abandon and such notice shall include a description of the Facilities it intends to abandon, the specific location in the Public Rights-of-Way of such Facilities, and the condition of such Facilities. If the City determines within 180 days of the receipt of notice of abandonment from the Permittee, that it wants the Facilities to be removed, then the operator must remove its abandoned Facilities by a date specified by the City and restore the Public Rights-of-Way in accordance with City Standards. Permittee shall be and remain responsible in perpetuity for any Facilities abandoned in the Public Rights-of-Way.

7.15 Location of Facilities. Permittee shall place any new Facilities underground where existing telecommunications and cable facilities are located underground; provided, however, that any new Facilities may be located above-ground where existing aerial routes are available from utility pole owners. Any new Facilities to be located above-ground shall be placed on existing utility poles. No new utility poles shall be installed in connection with placement of new above-ground Facilities.

## ARTICLE 8. MISCELLANEOUS

8.1 Entire Agreement. This Master Use Permit contains all covenants and agreements between the City and the Permittee relating in any manner to the Master Use Permit, use, and occupancy of the Public Rights-of-Way and other matters set forth in this Master Use Permit. No prior agreements or understanding pertaining to the same, written or oral, shall be valid or of any force or effect and the covenants and agreement of this Master Use Permit shall not be altered, modified, or added to except in writing signed by

the City and Permittee and approved by the City in the same manner as the original Master Use Permit was approved.

8.2 Incorporation of Exhibits. All exhibits attached at the time of execution of this Master Use Permit or in the future as contemplated herein, are incorporated by reference as though fully set forth herein.

8.3 Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Washington, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Washington, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday in the State of Washington; provided that, the Effective Date shall be determined as provided at Section 4.3 of this Master Use Permit.

8.4 Time Limits Strictly Construed. Whenever this Master Use Permit sets forth a time for any act to be performed by Permittee, such time shall be deemed to be of the essence, and any failure of Permittee to perform within the allotted time may be considered a Breach of this Master Use Permit.

8.5 No Joint Venture. Nothing contained in this Master Use Permit shall create any partnership, joint venture, or principal-agent relationship or other arrangement between Permittee and the City. Neither Party is authorized to, nor shall either Party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

8.6 Approval Authority. Except as may be otherwise provided by Law or herein, any approval or authorization required to be given by the City, shall be given by the Public Works Director (or his/her successor), or by the Public Works Director's designee.

8.7 Waiver. No failure by either Party to insist upon the performance of any of the terms of this Master Use Permit or to exercise any right or remedy consequent upon a Breach thereof, shall constitute a waiver of any such Breach or of any of the terms of this Master Use Permit.

8.8 Severability. If any word, article, section, subsection, paragraph, provision, condition, clause, sentence, or its application to any person or circumstance (collectively referred to as "Term"), shall be held to be illegal, invalid, or unconstitutional for any reason by any court or agency of competent jurisdiction, such Term declared illegal, invalid or unconstitutional shall be severable and the remaining Terms of the Master Use Permit shall remain in full force and effect unless to do so would be inequitable or would result in a material change in the rights and obligations of the Parties hereunder.

8.9 Notice. Any notice required or Permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed effective either, (i) upon hand delivery to the person then holding the office shown on the attention

line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) when delivered by a nationally recognized overnight mail delivery service, to the Party and at the address specified below:

**Permittee's address:** MCImetro Access Transmission Services Corp.  
d/b/a Verizon Access Transmission Services  
600 Hidden Ridge – E02E102  
Irving, TX 75038  
Phone: 972.457.7420

with a copy (except for invoices) to:

Verizon Business Services  
1320 N. Courthouse Road, Suite 900  
Arlington, VA 22201  
Attn: General Counsel, Network & Technology

**The City's Address:** City of Orting  
110 Train Street SE  
Orting, WA 98360

The City and Permittee may designate such other address from time to time by giving written notice to the other.

8.10 Survival of Terms. Upon the expiration, termination, revocation, or forfeiture of the Master Use Permit, the Permittee shall no longer have the right to occupy the Master Use Permit Area. However, the Permittee's obligations under this Master Use Permit to the City shall survive the expiration, termination, revocation, or forfeiture of these rights according to its terms for so long as the Permittee's System or any part thereof shall remain in whole or in part in the Public Rights-of-Way, the Permittee transfers ownership of all Facilities in the Master Use Permit Area to a third-party, or the Permittee abandons said Facilities in place, all as provided herein.

8.11 Force Majeure. In the event Permittee is prevented or delayed in the performance of any of its obligations herein due to circumstances beyond its control or by reason of a force majeure occurrence, such as, but not limited to, acts of God, acts of terrorism, war, riots, civil disturbances, natural disasters, floods, tornadoes, earthquakes, unusually severe weather conditions, employee strikes and unforeseen labor conditions not attributable to Permittee's employees, Permittee shall not be deemed in Breach of provisions of this Master Use Permit and shall not be liable for delay damages. If Permittee believes that circumstances beyond its control or by reason of a force majeure occurrence have prevented or delayed its compliance with the provisions of this Master Use Permit, Permittee shall provide documentation as reasonably required by the City to substantiate the Permittee's claim. Permittee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Master Use Permit or to procure a substitute for such obligation which is satisfactory to the City.

8.12 Attorneys' Fees. In case either City or Permittee shall bring suit under this Permit, the substantially prevailing party shall recover all legal costs, including but not limited to reasonable attorneys' and expert witness fees which shall be determined and taxed by the court as part of the costs of such action. All covenants, agreements, terms, and conditions contained in this Lease shall apply to and be binding upon City and Lessee and their respective heirs, executors, administrators, successors, and assigns.

8.13 Venue/Choice of Law. This Master Use Permit shall be governed by and construed in accordance with the laws of the State of Washington. Any action brought relative to enforcement of this Master Use Permit, or seeking a declaration of rights, duties or obligations herein, shall be initiated in the Superior Court of Pierce County. Removal to federal court shall be to the Federal Court of the Western District of Washington.

**Section 2. Effective Date.** This ordinance, or a summary thereof, shall be published in the official newspaper of the City, and shall take effect and be in full force in accordance with Article 4.3 herein.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 10TH DAY OF JULY 2019, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 10TH DAY OF JULY 2019.**

CITY OF ORTING

---

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

---

Jane Montgomery, City Clerk

Approved as to form:

---

Charlotte A. Archer, City Attorney

Filed with the City Clerk:

First reading:

Passed by the City Council:

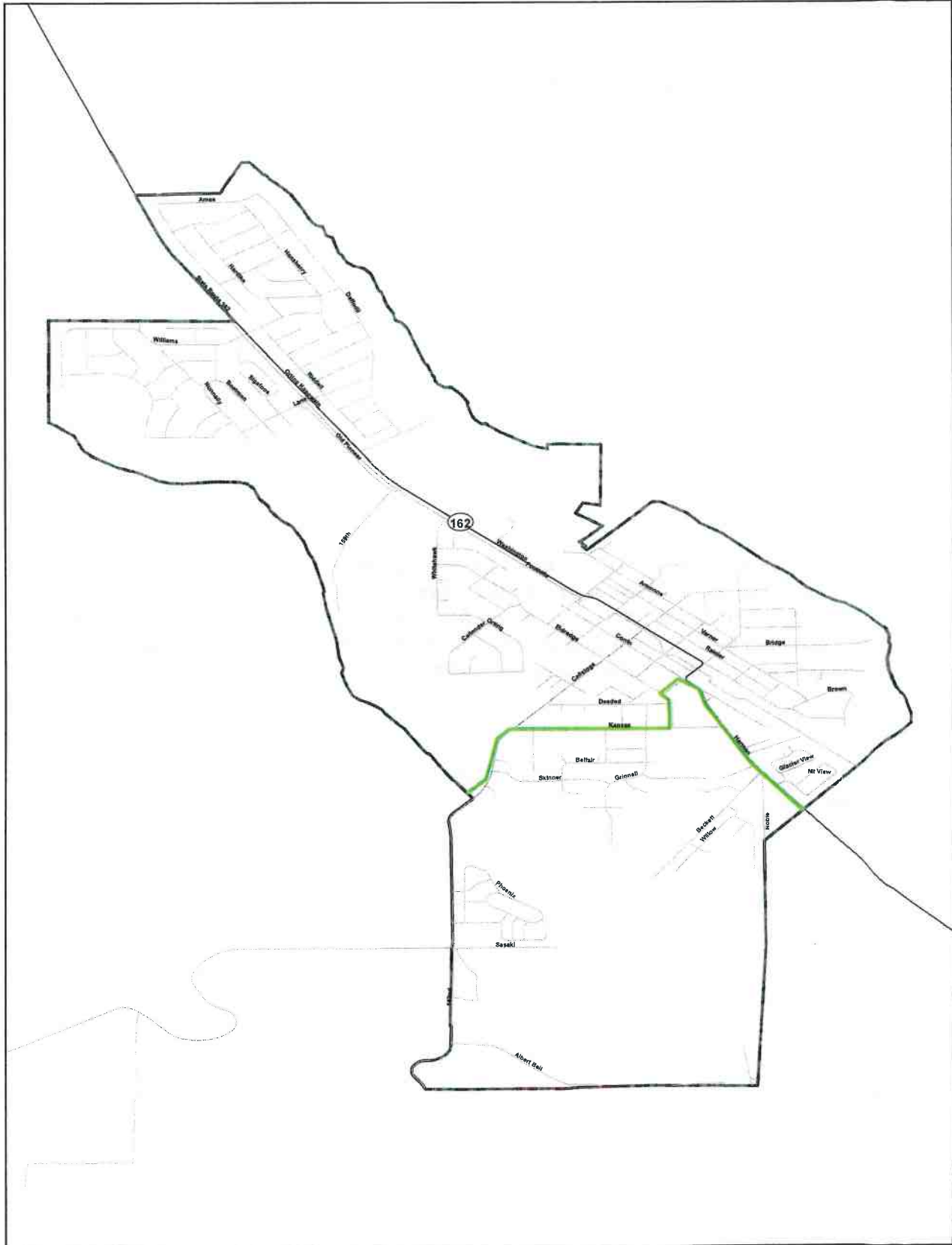
Ordinance No.

Date of Publication:

**EXHIBIT A**  
**Master Use Permit Area**



**MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services  
License Area Planned Fiber Routes  
City of Orting, WA**



 Aerial Planned - 7,408 Linear Ft.

 Orting

Final design not yet completed, thus routes subject to change.

Confidentiality Statement: Verizon/MCImetro  
Confidential and Proprietary. May Contain  
Trade Secrets, or Sensitive Commercial or  
Financial Information. Any Unauthorized  
Review, Use, Disclosure, Distribution,  
or Copying is Prohibited.

Data Source: VZE  
Projection: GCS\_NAD83\_1984  
Map Created: 06/26/2018  
Map Created By: Robert Butler



**EXHIBIT B**

**[COMPANY NAME ] Acceptance Form**

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

City of Orting  
City Clerk's Office  
110 Train Street SE  
Orting, WA 98360

Re: Ordinance No. \_\_\_\_\_, Adopted on \_\_\_\_\_

Dear City Clerk:

In accordance with and as required by City of Orting Ordinance No. \_\_\_\_\_, passed by the City Council and approved by the Mayor on \_\_\_\_\_ (the "Ordinance"), MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services hereby accepts all of the terms, conditions, and obligations to be complied with or performed by it under the Ordinance.

Sincerely,

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name  
Title

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

On this day personally appeared before me \_\_\_\_\_, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein described.

WITNESS my hand and official seal hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Signature)

\_\_\_\_\_  
(Printed Name of Notary)  
NOTARY PUBLIC in and for the State of  
Washington

Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject: Grant Policy- Proposed Amendments.</b>		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>	CGA	AB19-43	<b>AB19-43</b>
	<b>For Agenda of:</b>	6.13.19	6.19.19	<b>7.10.19</b>
	<b>Department:</b>	Administration/CGA		
<b>Date Submitted:</b>	<b>6.13.19</b>			
<b>Cost of Item:</b>	_ \$			
<b>Amount Budgeted:</b>	_ \$			
<b>Unexpended Balance:</b>	_ \$			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>City Clerk/CGA Committee</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Proposed Grant Policy amendments				
<b>SUMMARY STATEMENT:</b>				
<p>The City Council passed the Grant Policy on October 11, 2017. At that time, City staff wanted to formalize the grant process and establish a clear procedure which applicants could follow.</p> <p>Council first reviewed the proposed policy and sent the policy back to CGA to work on alternate solutions to replace the request for compiled statements which they believed were cost prohibitive for those requesting grants. CGA has completed their review and the proposed amendments encourage organizations to increase fundraising efforts. The City does not want agencies to become solely dependent on grant funds that may or may not be available. The amendment also addresses the desire to give priority to the vulnerable and needy, and establishes recommendations for funding Levels. The CGA Committee reviewed the policy on June 13<sup>th</sup>, 2019, and recommends the proposed amendments.</p>				
<b>RECOMMENDED ACTION: MOTION: To Approve The Modifications To The Grant Policy As Presented.</b>				



## CITY OF ORTING

### Grant Policy

**Mission Statement: The City of Orting supports the development of services and organizations which bring significant value to its citizens and which serve a public purpose.**

#### **Section 1. Baseline Criteria for receiving grant funding.**

Selected grant recipients may receive direct cash contributions from the City of Orting, pursuant to the following procedures and conditions. Grant funding is defined as direct cash donations to non-profit and/or section 501(c)(3) organizations which bring significant value to the citizens of Orting and which serve a public purpose and organizations that benefit vulnerable and needy populations are given priority. Grant requests are considered on an annual basis and receiving a grant is not guaranteed year to year. Grant requests are dependent on limited city funds and the council reserves the right to allocate funds as it deems appropriate.

All organizations requesting grant funding must comply with the following eligibility standards:

- A. Organizations must be legally tax exempt as defined by IRS section 501(c) (3) or non-profit status, and shall provide proof of the same to the City upon request.
- B. Pursuant to the terms of Section III herein, Organizations must carry their own insurance, and shall execute an agreement wherein the Organization agrees to use the grant funds for the public purpose identified in the Organization's application materials, and further agrees to indemnify the City and hold the City harmless (*see* Attachment A, hereto).
- C. Organizations must serve the residents within the City of Orting and/or the Orting School District.
- D. When approved, all materials distributed by the Organization as a result of the City's grant must contain the City of Orting logo.

The City will prioritize requests received from groups and activities by those groups that serve seniors, youth, the infirm or disabled and people in need within the City. Certain cohort groups are assumed to meet this criteria, including groups that serve senior citizens age 65 and older;



people with disabilities who qualify for the Pierce County Property Tax exemption/reductions; and food bank recipients.

## **Section II. Process for seeking Grant:**

1. All groups seeking grants from the City of Orting must submit a formal request in writing by August 1st of each calendar year for the following year. The request must include a cover letter specifying the dollar amount sought and how it will be used. The letter must include the following attachments:
  - A. Grant Application;
  - B. Previous year's financial statement;
  - C. Current year's budget documents;
  - D. Signed Contract Agreement
  - E. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
  - F. Proof of liability insurance.
2. Grant seekers must submit one electronic copy and one original copy of their application and a cover letter and any attachments to the City Clerk or designee by August 1<sup>st</sup>. The copies of these materials will be reviewed by the Community and Government Affairs Committee in September, who will bring their recommendation to the full Council at a study session in September. Those recommendations will be discussed during budget workshops. Members of the public may view the file copy at City Hall during business hours or make a Public Records Request to the City Clerk to obtain a copy.
3. A representative of the group must attend the Community and Government Affairs ("CGA") Committee meeting in order to present the organizations request and answer any questions. The City shall provide the organization notice of the CGA Committee meeting at which the organization's application will be reviewed.
4. The CGA Committee will review applications and make a recommendation to the City Council. The City Council will make a final determination by Resolution during budget season.
5. Grant recipients shall execute a contract with City in substantially the same form as is depicted at Exhibit A hereto. The contract shall be executed prior to the receipt of grant funds.
6. Grant recipients shall report regarding the organization's use of the grant funds to the City Council in the manner set in the aforementioned contract and by the date set therein. Failure to report shall compromise the grant recipient's ability to receive future grant funding.

**Section III. Funding Levels.**

The intent of the Council with setting funding thresholds is to encourage organizations to fundraise. The City does not typically want to be a long term major grantor of any particular organization, and believes that fundraising is the primary purpose of a non-profit board. All current grant recipients will be reset to year one of the table below. The following table lays out the Council's intended funding structure.

<u>Year</u>	<u>Maximum Percent of Recipient's Prior Year's Revenue</u>
<u>1<sup>st</sup></u>	<u>At Council's Discretion</u>
<u>2<sup>nd</sup></u>	<u>20%</u>
<u>3<sup>rd</sup></u>	<u>15%</u>
<u>4<sup>th</sup></u>	<u>10%</u>
<u>5<sup>th</sup></u>	<u>5%</u>
<u>6+</u>	<u>No more than 5% of recipient's prior year's revenue</u>

**Section IV. Grants of Facilities**

Grant requests may request in their application use of a city facility without cost for a purpose that is the same as the stated mission of the grantor's organization. Fundraising at City facilities is not permitted unless the grantee has paid a rental fee for the city facility.

**Section IIIV. Insurance & Indemnity Requirements for City Grant.**

All organizations selected to receive a grant pursuant to this policy shall execute an agreement with the City prior to the dispersal of funds, and said agreement shall include (but is not limited to) the following requirements pertaining to indemnification and insurance:

1. Indemnification / Hold Harmless

User shall defend, indemnify and hold harmless the City of Orting, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except

only such injury or damage as shall have been occasioned by the sole negligence of the City of Orting.

2. Insurance

A. Insurance Term

The User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

B. No Limitation

User's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the City of Orting's recourse to any remedy available at law or in equity.

C. Required Insurance

User's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Orting shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Orting. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Orting shall be excess of the User's insurance and shall not contribute with it.

D. City of Orting Full Availability of User Limits

If the User maintains higher insurance limits than the minimums shown above, the City of Orting shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of insurance furnished to the City of Orting evidences limits of liability lower than those maintained by the User.

E. Certificate of Insurance and Acceptability of Insurers

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

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



# Grant Application-2019

City of Orting - Office of the City Clerk  
PO Box 489-110 Train St., Orting, WA 98360  
Phone: (360) 893-2219 ext.133 - Fax: (360) 893-6809  
www.cityoforting.org

FOR CITY CLERK USE ONLY:

Name of Organization: \_\_\_\_\_ UBI #: \_\_\_\_\_

Contact Person's Name and Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Amount Requested: \$ \_\_\_\_\_

How the grant will be used (This information can be provided in a letter, attached to this application):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Who does the grant serve (This information can be provided in a letter, attached to this application):

\_\_\_\_\_  
\_\_\_\_\_

What city facilities will you be requesting for usage with this grant (May not use facilities for fundraising):

\_\_\_\_\_  
\_\_\_\_\_

**All groups seeking grants from the City of Orting must:**

1. Submit one (1) original and one (1) electronic copy of this application, along with the following attachments to the City no later than August 1<sup>st</sup>, at 3:00pm, (for grants to be issued in the following year). Grants will be approved and distributed at the City's discretion.

1. Previous year's annual financial statement
2. Current year's budget
3. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
4. Copy of Liability Insurance with rider for the City (rider may be provided after approval).

2. A representative of the applicant shall attend the City Council's Community and Government Affairs Committee Meeting to discuss the contents of the application.

The attachments that shall be included with the application include:

3. If selected, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.

\_\_\_\_\_  
**Signature of Authorized Representative of Applicant** \_\_\_\_\_  
**Date**

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





**City Of Orting  
Council Agenda Summary Sheet**

		Committee	Study Session	Council
<b>Subject:</b> <b>RFP- Website Design, Software Maintenance &amp; Updating Contract with Granicus.</b>	<b>Agenda Item #:</b>	AB19-31	AB19-31	<b>AB19-31</b>
	<b>For Agenda of:</b>	2.7.19 & 3.7.19 4.11.19	3.20.19 4.17.19	<b>4.24.19</b> <b>7.10.19</b>
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	2.7.19		
<b>Cost of Item:</b>	\$7,500 (first year), \$17,240.50 (Years 2 – 5)			
<b>Amount Budgeted:</b>	<u>\$ 25,000</u>			
<b>Unexpended Balance:</b>	\$17,500			
<b>Bars #:</b>	Various			
<b>Timeline:</b>	Work Target Completion Date, Third Quarter of 2019			
<b>Submitted By:</b>	Jane Montgomery			
<b>Fiscal Note:</b>	Maint. Hosting & License. 2 <sup>nd</sup> yr. \$4,000 3 <sup>rd</sup> \$4,200 4 <sup>th</sup> -\$4,410 5 <sup>th</sup> - \$4.630			
<b>Attachments:</b>	Granicus Contract			
<b>SUMMARY STATEMENT:</b>	<p>The City went out for a Request for Qualifications for Website Design on January 30<sup>th</sup>, 2019. Staff and the Mayor evaluated the responses and brought a short list to CGA on March 7<sup>th</sup>, 2019. Short list firms were notified on March 8<sup>th</sup>. The City conducted interviews on March 12<sup>th</sup>. The Interview team was composed of staff, the Mayor and a Councilmember. After scoring the presentations and consulting with IT, and our current Webmaster it was determined that Granicus was the best fit for the City. Staff recommends Granicus to provide Website Design, Development, &amp; Hosting. The hope is to have the new website up and running in the third quarter of 2019.</p>			
<b>RECOMMENDED ACTION:</b>	<p><b>MOTION:</b> To approve a contract with Granicus for Website Design, Software Maintenance &amp; Updating for \$24,740.50.</p>			

## CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into by and between the City of Orting, Washington, a non-charter optional municipal code city hereinafter referred to as “the City,” and Granicus, Inc., a Minnesota corporation, hereinafter referred to as “the Contractor,” whose principal office is located at 408 Saint Peter St, Suite 600, Saint Paul, MN, 55102-1122, United States.

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

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

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

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on **Exhibit A** attached hereto and incorporated herein by this reference as if fully set forth, inclusive of:

City of Orting’s Request for Proposals; and

Granicus Proposal in response to City’s Request for Proposals;

however, if any terms of Exhibit A conflict with this Agreement, the terms of the Agreement shall bind. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. Contractor represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on **Exhibit B** attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$24,740.50**.
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon mutual execution of this Agreement, and ending sixty (60) months from the effective date, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between

the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

6. **Indemnification.** The Contractor shall defend, indemnify and hold the City, its officers, agents, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
7. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
  - A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:
    1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
    2. **Commercial General Liability** insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent

endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

**B. Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

**E. Subcontractors.** The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

**F. Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

**G. Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

## 8. Record Keeping and Reporting.

A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this



Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.
9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.
10. **Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
11. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.
13. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.
14. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
15. **Notices.** Notices to the City of Orting shall be sent to the following address:

City Clerk, City of Orting  
110 Train Street SE - PO Box 489  
Orting, WA 98360

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



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

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

CITY OF ORTING

CONTRACTOR

\_\_\_\_\_  
Joshua Penner, Mayor

By: \_\_\_\_\_  
(print Contractors name here)

ATTEST/AUTHENTICATED:

ADDRESS & PHONE #

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

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney

\_\_\_\_\_

**EXHIBIT A**

# EXHIBIT A



## City of Orting, Washington

### REQUEST FOR PROPOSAL Website Design, Software Maintenance & Updating

The City of Orting (hereinafter “City”) is seeking proposals from an experienced website design firm to re-design, develop, and implement a new design for the City’s website.

One electronic submission, one (1) original and three (3) copies of each proposal shall be placed in a sealed envelope and identified as “Website Design, Software Maintenance & Updating”.

Proposals shall be delivered to:

City of Orting  
Attn: Jane Montgomery, City Clerk  
110 Train Street SE  
P.O. Box 489  
Orting, WA 98360

The deadline for submission of proposals is February 22<sup>ND</sup>, 2019, by 3:00 pm. Proposals received after the specified time and date shall not be considered.

## Table of Contents

1.	RFP SCHEDULE.....	3
2.	INTRODUCTION & SCOPE OF PROJECT.....	3
3.	WEBSITE OBJECTIVES.....	4
4.	GENERAL AND DESIRED ENHANCEMENTS.....	4
5.	REQUESTED INFORMATION & PROPOSAL FORMAT .....	5
6.	PROPOSAL EVALUATION/SELECTION PROCESS .....	6
7.	CONTRACT COMMENCEMENT AND COMPLETION .....	8
8.	MISCELLANEOUS RELEVANT INSTRUCTIONS .....	8
9.	CERTIFICATION.....	10
10.	TEMPLATE CONTRACT.....	11

## 1. RFP SCHEDULE

### Request for Proposal: Website Design, Software Maintenance & Updating

EVENT	TIME AND DATE
RFP Issue Date:	January 30 <sup>TH</sup> , 2019
Response Due Date	February 22 <sup>nd</sup> , 3:00 PM.
Proposal Evaluation Completed/Selected Short List & Recommendation To CGA Committee	March 6 <sup>th</sup> , 2019 – March 7 <sup>th</sup> to CGA
Short List Vendors Notified	March 8 <sup>th</sup> , 2019
Proposed Web Conferences With Short List Vendors	March 12 <sup>th</sup> , 2019
Announce Apparent Successful Vendor	March 15 <sup>th</sup> , 2019.
Anticipated Award Date	March 27 <sup>th</sup> , 2019
Work Target Completion Date	Q3 2019

## 2. INTRODUCTION & SCOPE OF PROJECT

The City of Orting (“City”) is seeking the services of an experienced website design firm to re-design, develop, and implement a new design for the City’s website. This project will involve utilizing posted information on the existing website as well as the implementation of new information, products, and features as suggested by the organization and the firm selected. The City is currently accepting proposals to implement Asset/Work Management software which will need to be fully integrated with the new website. The City also seeks a company that has the capability of integrating additional features and functionality that may be identified in the future.

The City of Orting was incorporated April 22, 1889. We are a code city which operates under the Mayor-Council form of government. We have a seven member council. Over the past 5 years the City has experienced phenomenal growth. In 2010 Orting’s population was 6,746. The population in 2018 was 8,105 residents. The City has many recreational opportunities. The Orting Valley is bordered by two rivers, the Carbon River to the east and the Puyallup River to the west, and hosts a breathtaking view of Mount Rainier. There are trails, hiking, fishing, shopping, dining and hunting adventures. Orting Park (3 city blocks long) is located in the middle of Orting's Town Center, with easy access to the Foothills Trail. The Foothills Trail is a 12-foot wide non-motorized asphalt trail suitable for bicycles, walking, in-line skates and wheel chairs. The trail comes right through the City.

The City’s existing internet website is <http://www.cityoforting.org>, which contains general information for the public including minutes, event information, video, and downloadable documents. The City is committed to building a website that designed for ease of use from the visitor’s viewpoint and is interactive where helpful. The organization is interested in an innovative design that aids citizens, businesses and visitors in navigating a municipality easily and with simplicity.

Respondents are encouraged to contact the City Clerk with any questions or concerns. Please submit Final proposals no later than February 22<sup>nd</sup>, 2019 by 3:00pm.



### **3. WEBSITE OBJECTIVES**

The goal of the City is to provide simple electronic access to our services, and to streamline and facilitate our website. The current site structure and design was developed years ago and requires significant redesign to take advantage of new design elements and the growing demand for easy and accessible information. Specifically, the organization would like the redesigned site to support ease of access to city information, online forms and applications, City process and procedures, Council and board/commission meeting minutes and agendas, a calendar of events, photo hosting, and a variety of other activities. The redesigned site should have a theme promoting the City as a friendly place to live, a professional place to do business, and a City that incorporates a country feel but yet is close to City services.

The City's website should provide easy access to organization services, be adaptable to current and changing technology, provide content management capability for departments to easily update their own information, and be a successful communications tool. The website shall meet the following criteria:

1. Visually appealing – The site must have an attractive mix of text, photos and graphics.
2. Provide easy electronic access to public information for use by the target audience.
3. Easily updated, with a content management system (CMS). Respondent should list the software that would be used to create the site including all graphics software and recommend software and licenses that the City of Orting will need to purchase for the continued maintenance of the website.
4. Common Theme/Consistent Design. Each section of the site should have a common look/theme (brand). The Home page needs to be simple and graphically appealing. The appropriate logo should be on every page as well as a common header. All font types and basic layout should be used throughout the site.
5. Meet ADA Priority 1 requirements.
6. Be easily upgradeable and user friendly.

The information on the website should be directed towards the public, businesses, visitors, other government agencies, civic groups, associations, youth and senior citizen groups.

### **4. GENERAL AND DESIRED ENHANCEMENTS**

1. Re-create and greatly enhance the City's existing website to be resourceful, informative, and serve as a marketing asset that provides a friendly environment, which emphasizes access to the public.
2. Develop a highly beneficial, cost-effective, easy to use, interactive, and architecturally sound website that will remain viable for a minimum of ten years.
3. The City's preferred website model calls for authorized members to have the ability to perform routine content management tasks related to information such as the posting of meeting dates, agendas, minutes, calendar events, removing old and outdated information and general noticing. Therefore, a system needs to allow maintenance and updating capabilities by non-technical staff.
4. Create a consistent and standardized format and enhanced graphical look for all pages;

thereby establishing a unified theme (brand) throughout the City's website. However, the established theme should allow the flexibility for the seven operating departments and three target audiences (residents, businesses, and visitors).

5. For ease of use, the City's website must provide consistent orientation and navigational aids, such as hierarchical menus that tell users how deep they are into a topic or subtopic as well as a homepage link or icon on each page in the same position.
6. The City anticipates future expansion of its e-commerce use, and the re-design should facilitate future capability of online transactions.
7. Allow for interactivity. Include e-mail response, surveys, feedback, online forms, online payments, fillable forms, Pothole reporting, and access to various event calendars.
8. Graphic and/or image files should be relative to the site. Design with simplicity to allow for quickest loading. Web pages should be tested using multiple browsers (Firefox, Chrome, Internet Explorer, etc.). In addition, varying load speeds (dial up fiber optic) to ensure each webpage can be accessed in a timely manner.
9. Provide for transfer of videos for viewing of Council meetings or other on line video programming.
10. Use industry-standard techniques to ensure indexing and listing by all major search engines, including use of META tags, SEO-friendly URLs and site structure.
11. Provide detailed page-level analytics including traffic sources (use of free Google analytics is suggested). Maintenance software, which includes reporting functions, would be valuable.
12. Form Printing. A number of static forms will be available for printing. Website must have links or embedded plug-ins such as Java and Adobe for opening and viewing these documents.
13. Develop or be able to reference online training materials that permit content creation, loading, editing, deleting, and archiving by our web masters.
14. Transfer relevant content from the existing City site to the new site. Archive any remaining data.
15. Provide training to City staff so that the authorized members have the ability to perform routine content management tasks related to information such as the posting of meeting dates, agendas, minutes, calendar events, removing old and outdated information and general noticing. The training needs to be thorough and simple enough to allow maintenance and updating capabilities by non-technical staff.

\*Although the City has some specific requirements, we are also interested in your ideas for content, and more specifically, your approach in re-designing the style of the City website. We encourage respondents to consider and propose alternative solutions, recommendations and improvements.

## **5. REQUESTED INFORMATION & PROPOSAL FORMAT**

This section instructs respondents on procedures related to the submission of proposals: A total of one, (1) original, one (1) electronic copy and three (3) copies of each proposal shall be placed in an envelope and identified as "Website Design, Software Maintenance & Updating".

1. The title page of the proposal must contain your firm's name, address, telephone number, principal contact, fax number and email address.

2. The proposal should contain a table of contents.
3. The proposal should include necessary software and hardware, any additional communication requirements, integration needs and potential costs necessary to host and maintain the website (i.e. hardware, software, installation, licensing, training, etc.), including any annual licensing fees which will apply in the future after completion of the consultants work.
4. Proposal should be all encompassing, with a single vendor identified as the “responsible lead vendor.” Please indicate any needed subcontracted services required to meet the needs of the proposal or clearly indicate what portion of the services are not included as part of your proposal.
5. The proposal should include an estimated summary timeline for completion of each phase of the project, as well as a list of deliverables for each phase of the project. This should be as realistic as possible since this will be part of the contractual agreement.
6. A detailed work plan describing your approach to designing, managing and coordinating this project. The description should include all tasks listed in the scope of work for all phases of the project and a tentative schedule
7. Collection of information. Please state how you intend to gather all the required information, format preferred, and assistance expected from the City in order to complete this project.
8. Years of experience related to website design. Provide a list of comparable websites, including public sector, governmental agencies, and non-profit organizations designed by your firm. Include the website address, company/agency contact person, address, telephone number, and hard copies of the Home Pages. These companies/agencies may be contacted for references.
9. Enclose a section on relevant website development experience and information on the extent of your firm’s abilities to meet the needs of this project. Please provide a sample of what you envision as the home page for all three levels for the site.
10. The proposal should contain the total project cost, as well as detailed “line item” costs for components/phases of the project. All hourly rates and fees, charges, costs and anticipated reimbursable costs, must be clearly stated.
11. The Proposal must be sent via regular mail or hand delivered and received by the deadline.
12. All Proposals must be received on or before 3:00 p.m. on February 22, 2019.

## **6. PROPOSAL EVALUATION AND SELECTION PROCESS**

### **A. Evaluation and Selection Criteria.**

Selection of a qualified contractor will be made at the discretion of the City of Orting, which reserves the right to accept or reject any and all proposals. All proposals shall be submitted in the format outlined herein. In preparing submissions, respondents should describe in detail the services proposed to be provided and how service delivery will be accomplished. Respondents should also identify equipment requirements and the cost of providing website design for each category identified. The minimum levels of services to be provided are described in this RFP.

The City of Orting will receive competitive proposals from firms having specific experience and qualifications in the areas identified in this solicitation. Under competitive negotiation procedures,

the terms of the service contract, the price of the service, the method of service delivery, and the conditions of performance are all negotiable. A negotiated contract will be awarded to the agency that best meets the proposed needs at a reasonable price, not necessarily at the lowest price.

The following items will be considered in making a selection of the contractor, though they may not be equally weighed in the review process:

Evaluation Criteria	Possible Points
Responsiveness/Completeness of Proposal	5
Experience/Qualifications: (Vendors experience successfully working with municipalities; ability to successfully work with City Staff? Qualified to work in this field of work?)	20
Budget: (Does the budget seem reasonable for the scope of services proposed; does the budget provide the City good value?)	15
Scope of Project: Does the Vendor Understand what it will take to achieve the requested services; Did the Vendor propose alternative solutions, recommendations and improvements that may better serve the City?)	15
Customer Service Support: Ability to train staff; Ability to respond to staff requests; provide maintenance and updates.	30
Vendor References: Vendor's experience working with staff successfully, staying within budget; final work product adhered to timeline and proposed schedule.	15
<b>Total Points Possible</b>	<b>100</b>

City's Staff shall review and evaluate all proposals and, if appropriate, request a preliminary concept for the design and navigation of Orting's Web site. Evaluation of responses will be based, in part, on the criteria listed above, as well as the following:

1. Demonstrated competence and professional qualifications necessary for successfully performing the work required by City of Orting as stated in the RFP.
2. Recent experience in successfully performing similar services, and the backgrounds and experience of the specific individuals to be assigned to this project.
3. Standard hourly billing rates for the assigned staff, including any sub consultants; sub-contracts; project rate; or module design rate.
4. Experience in making a website interactive, user friendly, informative, and attractive to the website user.
5. Experience in content management website construction. Preference will be given to respondents who have developed successful websites for other non-profits, municipalities and/or government agencies. Please list the URL of any website you have developed or are developing for said agencies.
6. Demonstrated creativity in website development.
7. References.
8. Cost estimate, including:



- First Year development fees including: Days/hours of training, number of employees to be trained, on-site or webinar; amount of content migration (entire website or a specific number of pages); additional products/functionality
  - Ongoing fees for hosting, maintenance and support for Year 2 and beyond
9. Extent to which the design concept reflects the objectives noted in this RFP.

**B. Final Selection.**

Following the review of the proposals, and possible presentation and interviews, the City may further invite a firm(s) to formally meet with Orting Staff prior to making a final determination to address additional inquiries and to discuss and/or negotiate terms and conditions for a final contract. Factors that will determine the final selection will include, City Council approval, the finalization of terms in regards to service agreements, costs, website security, and ease of use. However, the City reserves the right to reject any or all quotations, waive any informality in RFP's, and to accept or reject any items thereon.

**7. CONTRACT COMMENCEMENT AND COMPLETION**

The selected firm will be required to enter into an Agreement for the project with the City, and obtain a City business license. Any contract resulting from this RFP shall not be effective unless, and until, approved by the City of Orting. Upon approval, the contract shall start within 30 days after the award of the contract. The estimated completion date shall be defined in the proposal submitted by the selected firm, but shall be no later than 120 days from the award of the contract.

**8. MISCELLANEOUS RELEVANT INSTRUCTIONS**

1. The City of Orting Council reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in the City Council's sole judgment, best meets the requirements of the project.
2. The RFP creates no obligation on the part of the City to award a contract or to compensate the proposer for any costs incurred during proposal presentation, response, submission, presentation, or oral interviews (if held). The City reserves the right to award a contract based upon proposals received without further discussion or negotiation.
3. The City further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the City may request.
4. Proposers must specifically identify any portions of their submittals deemed to contain confidential or proprietary information, or trade secrets. Such designations will not necessarily be conclusive, and proposers may be required to justify why the City Council should not, upon written request, disclose such materials.
5. The vendor awarded said contract will be subject to City of Orting business license as required in the City of Orting municipal code.



6. Incorporation of Proposal into Contract. This and the vendor's response, including all promises, warranties, commitments, and representations made in the successful proposal, shall be binding and incorporated by reference in the City's contract with the vendor.
7. A vendor may not submit the vendor's own contract terms and conditions in a response to this. If a proposal contains such terms and conditions, City, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
8. In submitting a response to this RFP, the Proposer agrees that in the event litigation concerning or arising out of the above-referenced agreement or this RFP, Proposals submitted in response to this RFP or related process, the sole venue of any legal action shall be Pierce County Superior Court, and the laws governing the interpretation of the agreement, this RFP or related process shall be Washington Law.
9. In submitting a Proposal, the Proposer agrees to indemnify and hold the City harmless of all liability, risks, costs, claims, actions, suits, demands, losses expenses, injuries and damages of any kind arising directly or indirectly out of, or in connection with, the City's handling of the RFP process, including, but not limited to, the rejection of any or all Proposals.

## CERTIFICATION

I have read the Request for Proposal (RFP) for **Website Design, Software Maintenance & Updating** and fully understand its intent. I understand that our ability to meet the criteria and provide the required services shall be reviewed by the City, which will develop a recommendation for City Council consideration regarding the selection of the most advantageous Website Design, Software Maintenance & Updating Services. It is understood that all information included in, attached to, or required by this RFP shall become public record upon delivery to the City.

With my signature, I certify the following:

1. I am authorized to commit my firm to this Proposal and that the information herein is valid for 90 days from this date.
2. That all information presented herein is accurate and complete and that the services and equipment can be delivered as presented in this Proposal upon the City's request.
3. That I have had an opportunity to ask questions regarding this RFP and that those questions have been answered.
4. That I understand that any material omission of required forms or information may result in rejection of this Proposal as non-responsive.
5. That this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal, and is in all respects fair and without collusion or fraud.
6. That the completion of the Proposal is a binding commitment to provide Website Design, Software Maintenance & Updating Services as proposed therein.

Proposer Signature _____	Date _____
Name (printed) _____	Title _____
Address _____	_____
Phone _____	Fax _____
Email Address _____	_____

## [TEMPLATE] CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into by and between the City of Orting, Washington, a non-charter optional municipal code city hereinafter referred to as “the City,” and \_\_\_\_\_, a Washington corporation, hereinafter referred to as “the Contractor,” whose principal office is located at \_\_\_\_\_.

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

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

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

- 1. Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth, inclusive of Contractor’s “General Terms and Conditions for Professional Services,” however, if any terms of Exhibit A conflict with this Agreement, the terms of the Agreement shall bind. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- 2. Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$ \_\_\_\_\_.
- 3. Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
- 4. Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon mutual execution of this Agreement, and ending \_\_\_\_\_, unless sooner terminated under the provisions hereinafter specified.
- 5. Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

6. **Indemnification.** The Contractor shall defend, indemnify and hold the City, its officers, agents, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
7. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:
1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  2. **Commercial General Liability** insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**B. Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

**E. Subcontractors.** The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

**F. Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

**G. Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

**8. Record Keeping and Reporting.**

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

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

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



10. **Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
11. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.
13. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.
14. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
15. **Notices.** Notices to the City of Orting shall be sent to the following address:  
  
City Clerk, City of Orting  
110 Train Street SE - PO Box 489  
Orting, WA 98360  
  
Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.
16. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

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

CITY OF ORTING

CONTRACTOR

\_\_\_\_\_  
Joshua Penner, Mayor

By: \_\_\_\_\_  
(print Contractors name here)

ATTEST/AUTHENTICATED:

ADDRESS & PHONE #

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

**EXHIBIT A**

## **EXHIBIT B**

### **PAYMENT SCHEDULE**

The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:

1. Payment for the work provided by the Consultant shall not exceed \$24,740.50 without express written modification of the Agreement, signed by the City.
2. The Consultant may submit invoices and/or vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such invoices/vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
3. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
4. Payment as provided herein shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
5. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of seven (7) years after final payments. Copies shall be made available upon request.

## Granicus Proposal for Orting, WA

### Granicus Contact

**Name:** Evan Webb

**Phone:** 720-770-5594

**Email:** evan.webb@granicus.com

### Proposal Details

**Quote Number:** Q-61722

**Prepared On:** 4/10/2019

**Valid Through:** 5/26/2019

### Pricing

**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

**Currency:** USD

**Period of Performance:** The term of the Agreement will commence on the date this document is signed and will continue for 60 months.

### One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
govAccess – Website Design and Implementation – Pioneer	Milestones - 40/ 20/20/20	1 Each	\$7,500.00
<b>SUBTOTAL:</b>			<b>\$7,500.00</b>

### Annual Fees for New Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	\$0.00 <i>(First year free)</i>
<b>SUBTOTAL:</b>			<b>\$0.00</b>



Remaining Period(s)				
Solution(s)	Year 2	Year 3	Year 4	Year 5
govAccess - Maintenance, Hosting, & Licensing Fee - Core	\$4,000.00	\$4,200.00	\$4,410.00	\$4,630.50
<b>SUBTOTAL:</b>	<b>\$4,000.00</b>	<b>\$4,200.00</b>	<b>\$4,410.00</b>	<b>\$4,630.50</b>

**Product Descriptions**

Name	Description
<b>govAccess - Website Design and Implementation - Pioneer</b>	govAccess Website Design and Implementation - Pioneer provides a citizen focused website and includes: <ul style="list-style-type: none"> <li>• One (1) homepage wireframe from Granicus' design library</li> <li>• One (1) custom mobile homepage</li> <li>• Fully responsive design</li> <li>• Custom mobile homepage or standard mobile responsive homepage</li> <li>• Video background or standard rotating Image carousel (switchable at any time)</li> <li>• Programming/CMS implementation</li> <li>• Migrate up to 50 webpages</li> <li>• One (1) day of remote web-based training</li> </ul>
<b>govAccess - Maintenance, Hosting, &amp; Licensing Fee - Core</b>	The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time. <p>Services include the following:</p> <ul style="list-style-type: none"> <li>• Ongoing software updates</li> <li>• Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday)</li> <li>• Access to training webinars and on-demand video library</li> <li>• Access to best practice webinars and resources</li> <li>• Annual health check with research-based recommendations for website optimization</li> <li>• DDoS mitigation</li> <li>• Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)</li> </ul>

### Terms and Conditions

- Link to Terms: [https://granicus.com/pdfs/Master\\_Subscription\\_Agreement.pdf](https://granicus.com/pdfs/Master_Subscription_Agreement.pdf)
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Orting, WA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-61722 dated 4/10/2019 are incorporated into this Purchase Order by reference.
- Billing Frequency Notes (Milestones - 40/20/20/20):
  - An initial payment equal to 40% of the total;
  - A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the client;
  - A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and
  - A payment equal to 20% of the total upon completion; provided, however that the client has completed training. If the client has not completed training, then Granicus shall invoice the client at the earlier of: completion of training or 21 days after completion.
- Orting, WA is eligible to receive up to five (5) two-day passes to the 2019 Granicus National Summit, valued at \$299.00 each. The Granicus National Summit is the premiere user conference for public sector professionals across federal, state, and local government. Attendees will be provided with hands-on training led by Granicus subject matter experts, as well as opportunities to learn and network with peers and leaders in government.  
*Granicus National Summit Dates: May 14-15, 2019*

### Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

### Billing Information

Name:  
Phone:  
Email:  
Address:

### Orting, WA

Signature:  
Name:

Title:

Date:



# Granicus govAccess

## A GOVERNMENT WEBSITE TO BETTER SERVE YOUR CITIZENS

Most people come to a government website with one goal – to complete a task – yet most government websites fail to deliver. With Granicus govAccess, user-friendly design, powerful content, accessibility, and secure transactions have never been easier.

### MODERN WEBSITE DESIGN, MADE EASY!

A website redesign doesn't have to be a daunting task. Let our team of experts guide you through the process. We'll leverage best practices gleaned from developing more than 800 government websites, combined with our proven and collaborative project process, to deliver a modern website your agency will be proud of.

### SIMPLE, YET DYNAMIC GOVERNMENT CMS

govAccess is a content management system (CMS) that was purpose built for government, allowing your staff to easily create content that informs, engages and serves their communities. Our CMS makes it easy to manage mobile experiences, bring more services online, share content through popular social media channels, create custom interior pages, and more – all while ensuring consistency and control.

### ENTERPRISE-CLASS HOSTING + SUPPORT

From our state-of-the-art hosting infrastructure with greater than 99.9% uptime, to a team of certified government experts and tech gurus, the govAccess team relentlessly focuses on client satisfaction. Continuous optimization, regular health checks that include research-based recommendations, and 24x7 support deliver guaranteed success.



*The Granicus Team went above and beyond. They were as invested in the website as we were, and we truly appreciated that.*

Anthony Wilson  
Public Information Officer  
City of San Angelo, TX





## WEBSITE DESIGN + IMPLEMENTATION – PIONEER

---

- ✓ A homepage wireframe from our design library
- ✓ Fully responsive design
- ✓ Custom Mobile Homepage or Standard Mobile Responsive Homepage
- ✓ Video Background or Standard Rotating Image carousel (switchable at any time)
- ✓ Website Programming + CMS Implementation
- ✓ Migrate up to 50 webpages
- ✓ One (1) day of remote Web-based Training (typically used for "Writing for the Web" Training, Accessibility Training, and CMS Training)



## KEY CMS FEATURES

---

- ✓ Ongoing software updates (quarterly)
- ✓ Role-based dashboard for easy content updates, approvals + ability to lock down user permissions
- ✓ Mobile management to analyze mobile traffic and customize display on mobile device
- ✓ Interior page builder with drag-and-drop page building, 100+ widgets, save and reuse layouts + more
- ✓ Social media management with ability to schedule + preview posts to multiple social media accounts
- ✓ Form and survey builder with ready-to-use templates for the most common use cases, conditional logic, payment processing, and legally binding digital signatures
- ✓ Flexible search with the ability to define search synonyms, promote page + more
- ✓ Universal API + a vast number of commonly used apps integrated out-of-the-box



## SUPPORT + MAINTENANCE

---

- ✓ 24/7 support
- ✓ Online help, including an extensive library of on-demand training videos
- ✓ Hosting infrastructure with 99.9% uptime
- ✓ Disaster recovery w/ 90 min failover (RTO), data replication every 15 mins (RPO), failover testing every 2 wks.
- ✓ Enterprise grade DDoS mitigation
- ✓ Industry leading data security (advanced threat detection and penetration)



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject: A Resolution commissioning an advisory vote on the issue of the sale and discharge of consumer fireworks within city limits.</b>		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>			<b>AB19-44</b>
	<b>For Agenda of:</b>		<b>6/19/19</b>	<b>7/10/19</b>
	<b>Department:</b>	Planning/Administration		
	<b>Date Submitted:</b>	6/15/19		
<b>Cost of Item:</b>	Approximately \$1,500			
<b>Amount Budgeted:</b>	None			
<b>Unexpended Balance:</b>	None			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	City Attorney/City Planner/City Engineer			
<b>Fiscal Note:</b> Estimated costs associated with submission of an advisory vote for the general election are \$1,500.				
<b>Attachments:</b> Resolution No. 2019-15				
<p><b>SUMMARY STATEMENT:</b> The City Council recently voted to move forward with an advisory vote on the issue of the sale and discharge of consumer fireworks within City limits. By this resolution, the City Council authorizes the submission of the issue to the Pierce County Auditor for inclusion on the November 5, 2019 general election ballot, and in the related voters' pamphlet. The proposition would be phrased as a potential ban, i.e., a "yes" vote supports banning the discharge of all fireworks in Orting, except for permitted public displays. A "no" vote supports leaving the law as it is.</p> <p>Also by this Resolution, the City Council states an intent to appoint members to the Pro/Con Committees. Those Committees are staffed with persons in favor of and against (respectively) a potential ban on fireworks within the City limits. Upon adoption of this Resolution, City Staff will solicit nominations for the Committees, and the Council will discuss and appoint members to the Committee at its Study Session on July 17 or its Regular Council Meeting on July 31.</p>				
<b>RECOMMENDED ACTION:</b> Adopt Resolution No. 2019- 15.				
<p><b>MOTION:</b> Adopt Resolution No. 2019-15, calling for the submission to the voters of Orting an advisory proposition asking whether the voters of Orting recommend the Orting City Council pass an Ordinance prohibiting the sale and discharge of fireworks at all times within the Orting city limits.</p>				

**CITY OF ORTING  
WASHINGTON**

**RESOLUTION NO. 2019-15**

**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, PROVIDING FOR THE SUBMISSION TO  
THE QUALIFIED ELECTORS OF THE CITY OF ORTING  
AT THE NOVEMBER 5, 2019 GENERAL ELECTION, AN  
ADVISORY PROPOSITION ASKING WHETHER  
QUALIFIED VOTERS RECOMMEND THE ORTING CITY  
COUNCIL PASS AN ORDINANCE PROHIBITING THE  
DISCHARGE OF ALL FIREWORKS AT ALL TIMES  
WITHIN THE ORTING CITY LIMITS**

---

WHEREAS, the City of Orting at Orting Municipal Code 5-7-1 adopts by reference Revised Code of Washington Chapter 70.77, pertaining to the regulation of consumer fireworks; and

WHEREAS, currently, pursuant to OMC 5-7-1, fireworks may be discharged within the city limits only from one minute after twelve o'clock (12:01) A.M. to eleven fifty nine o'clock (11:59) P.M. on July 4 of each year, and from six o'clock (6:00) P.M. on December 31 to one o'clock (1:00) A.M. on January 1 of the subsequent year; and

WHEREAS, public displays of fireworks are subject to different regulations than other fireworks, including strict inspection and permitting regulations set forth in Chapter 70.77 RCW; and

WHEREAS, the City Council recognizes that fireworks are a traditional way of celebrating national independence on the Fourth of July, but the City Council also recognizes risks and consequences of the discharge of fireworks including adverse impacts to public health, safety and welfare; and

WHEREAS, the City Council further recognizes that many of the risks and consequences associated with the sale, possession and discharge of fireworks are not attendant to the public display of fireworks; and

WHEREAS, the City Council has heard and considered many divergent opinions from City residents as to whether the discharge of fireworks should be totally banned within the City at all times of the year, except for public displays of fireworks as defined at Chapter 70.77 RCW; and

WHEREAS, the City Council desires to provide an opportunity for all voters within the City to express their choice in the matter with the result of such an election to be not binding upon the City Council; and

WHEREAS, pursuant to RCW 70.77.250(4), cities may enact ordinances that are more restrictive than state law, provided the effective date of such an ordinance is no sooner than one year from the date of adoption;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORTING AS FOLLOWS:

**Section 1. Findings.** The City Council finds that the interests of the City of Orting would be best served by placing before the voters an advisory proposition as part of the November 5, 2019 general election, asking the voters whether the discharge of all fireworks should be prohibited within the City of Orting.

**Section 2. Call for Election.** The City Council hereby requests that the Pierce County Auditor include in the local voters' pamphlet produced as part of the November 5, 2019 general election, in the manner provided by law, for the purpose of submitting to the qualified electors of the City of Orting, Washington, an advisory proposition asking qualified voters of the City of Orting whether the discharge of all fireworks should be prohibited within the City of Orting.

**Section 3.** If a majority of the electors at such election vote yes for such a ban, the City Council, at its next regular meeting after the results of such election are certified, may take action to amend its ordinances placing such a ban in effect. The effective date of such an ordinance, if adopted, will be one year after its passage and publication.

**Section 4.** If a majority of electors voting at such election vote no, the City Council may maintain the current restrictions that are in place by virtue of the existing ordinances of the City of Orting and provisions in state law. The call for this election and its results do not prohibit the City Council from exploring an ordinance reducing sales and/or discharge hours of fireworks in the future.

**Section 5.** The Pierce County Auditor, as ex officio supervisor of elections, is hereby requested to assume jurisdiction of and to call and conduct said election to be held within the City and to submit to the qualified electors of the City the proposition hereinafter set forth.

**Section 6. Official Ballot Proposition.** The City Clerk is hereby directed no later than 4:30 p.m. on August 6, 2019, to certify the following advisory proposition, together with the required Resolution Cover Sheet and all required documents, to the Pierce County Auditor in substantially the following form:

CITY OF ORTING  
ADVISORY PROPOSITION NO. 1

FIREWORKS BAN

Shall the discharge of fireworks be prohibited within the City of Orting at all times of the year with the exception of properly licensed and permitted public displays?



Should this ban be enacted?

Yes .....

No .....

**Section 7. Explanatory Statement.** The explanatory statement attached hereto as Exhibit A and adopted herein by this reference is hereby approved and the City Clerk is authorized to transmit Exhibit A to the Pierce County Auditor by 4:30 p.m. on August 6, 2019.

**Section 8. Request for Inclusion in Voters' Pamphlet.** The City Council requests the Pierce County Elections include the proposition referenced herein as well as information related to the proposition in the voters' pamphlet distributed for the November 5, 2019 election. The City Council hereby authorizes the use of City funds to pay for publication of the voters' pamphlet and the costs of the election regarding this proposition.

**Section 9. Pro/Con Committee Appointments.** In accordance with RCW 29A.32.280, arguments advocating approval and disapproval of the advisory ballot proposition shall be included in the voters' pamphlet and shall be prepared by committees appointed by the Orting City Council. Each committee shall be composed of not more than three persons. The committee advocating approval of the advisory proposition shall be composed of persons known to favor the ballot proposition, and the committee advocating disapproval shall be composed of persons known to oppose the ballot proposition. Statements by the committee advocating approval and the committee advocating disapproval shall be submitted to Pierce County Elections no later than 4:30 p.m. on August 8, 2019. The rebuttal statement of each committee shall be submitted to Pierce County Elections no later than 4:30 p.m. on August 12, 2019.

**Section 10. Certified Copies of Resolution to be Filed.** The Orting City Clerk is directed to file a certified copy of this resolution with the Pierce County Auditor.

**Section 11. Severability.** If any section, sentence, clause or phrase of this resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase.

**Section 12. Corrections.** The City Clerk and the codifiers of this resolution are authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's errors, references, numbering, section/subsection numbers and any references thereto.

**Section 13. Effective date.** This Resolution shall become effective immediately upon adoption and signature as provided by law.

**RESOLVED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.**



CITY OF ORTING

---

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

---

Jane Montgomery, City Clerk, CMC

Approved as to form:

---

Charlotte A. Archer  
Inslee, Best, Doezie & Ryder, P.S.  
City Attorney

**RESOLUTION NO. 2019-15**  
**EXHIBIT A**

CITY OF ORTING  
ADVISORY PROPOSITION NO. 1

FIREWORKS BAN  
EXPLANATORY STATEMENT

Under state law and the Orting Municipal Code, it is legal to discharge consumer fireworks in conjunction with the Fourth of July and New Year's holidays. State law and local regulations also allow persons licensed by the state and city to sell fireworks during those times. A city may elect to prohibit the sale and discharge of fireworks at all times, but such a ban cannot be effective until one year after its adoption.

This is a non-binding advisory measure to give voters in Orting the opportunity to express their position on whether the discharge of fireworks should be prohibited within Orting's city limits. A "yes" vote supports banning the discharge of all fireworks in Orting, except for permitted public displays. A "no" vote supports leaving the law as it is.

While the City Council will consider the election results in formulating its fireworks regulations, the results will not automatically change the law. This measure is an advisory vote.

## 2019 Submittal Deadlines

ELECTION DATES	FEB. 12, 2019	APR. 23, 2019	AUG. 6, 2019	NOV. 5, 2019
<b>Jurisdiction's Responsibility and Deadlines</b>				
1. Resolution				
2. Resolution Cover Sheet				
3. Explanatory Statement	Dec. 14, 2018	Feb. 22, 2019	May 10, 2019	Aug. 6, 2019
4. For and Against Committee Appointment Form				
<b>Committee's Responsibility and Deadlines</b>				
Statement "For" and Statement "Against" <i>(Written by the committees for or against the measure and emailed by this date.)</i>	Dec. 18, 2018	Feb. 26, 2019	May 14, 2019	Aug. 8, 2019
Rebuttal Statement <i>(Written by the committees for or against the measure and emailed by this date.)</i>	Dec. 20, 2018	Feb. 28, 2019	May 16, 2019	Aug. 12, 2019

Resolutions and Resolution Cover Sheet may be submitted in person or emailed to [pcelections@co.pierce.wa.us](mailto:pcelections@co.pierce.wa.us).

An original signed or certified copy must follow immediately submitted in person or by mail.

Explanatory Statement, For and Against Committee Appointment Form, and Committee Statements and Rebuttals must be submitted by email to [pcvoterpamphlet@co.pierce.wa.us](mailto:pcvoterpamphlet@co.pierce.wa.us)

Deadlines are 4:30 p.m. on each designated day.

# Mandatory Resolution Cover Sheet

Date Received:

This form **must** accompany each original or certified copy of a resolution. Contact person or persons should have the authority to approve changes and be available to answer questions. Online fillable form is available on our website: [PierceCountyElections.org](http://PierceCountyElections.org)



Name of District: \_\_\_\_\_

District Address: \_\_\_\_\_

Date of Election: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

2nd Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

2nd Contact Phone Number: \_\_\_\_\_

2nd Contact Email: \_\_\_\_\_

Contact Phone Number for Voters \_\_\_\_\_  
(May or may not be printed in pamphlet.)

Attorney for District: \_\_\_\_\_

Attorney Phone Number: \_\_\_\_\_

Attorney Email Address: \_\_\_\_\_

Type of Election (levy, bond, lid lift etc.): \_\_\_\_\_

Please state the pass/fail requirement for this measure (i.e., Simply Majority, 60%, etc.) as determined by your legal counsel, together with applicable statutory references:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Office Use Only		
<input type="checkbox"/> Sent to P.A.	<input type="checkbox"/> Ballot Title Final	<input type="checkbox"/> District Notified
Date:	Date:	Date:

# Committee Member Appointment Form (submitted by jurisdiction only)



Name of Jurisdiction: \_\_\_\_\_

Jurisdiction Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

### Jurisdiction's responsibility:

1. Email completed form to [pcvoterpamphlet@piercecountywa.gov](mailto:pcvoterpamphlet@piercecountywa.gov) by the resolution submittal deadline. (Submittal deadlines located on page 2.)
2. Provide committee members with statement submission requirements and deadlines. (See 2019 Election Guide for Jurisdictions at [PierceCountyElections.org](http://PierceCountyElections.org))  
*Committees are solely responsible for submitting voters' pamphlet statements to the Elections Division in accordance with the specified time line for that election.*

Questions? Voters' Pamphlet Coordinator: [pcvoterpamphlet@piercecountywa.gov](mailto:pcvoterpamphlet@piercecountywa.gov) or (253) 798-2143

"For" Committee (1 - 3 members)	"Against" Committee (1 - 3 members)				
<b>1st Committee Member</b>	<b>1st Committee Member</b>				
Name*	Name*				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; padding: 2px;"><i>One method of committee contact must be provided for print in the local voters' pamphlet.</i></td> <td style="width: 20%; padding: 2px; text-align: center;">Publish in Voters' Pamphlet?</td> </tr> </table>	<i>One method of committee contact must be provided for print in the local voters' pamphlet.</i>	Publish in Voters' Pamphlet?	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; padding: 2px;"><i>One method of committee contact must be provided for print in the local voters' pamphlet.</i></td> <td style="width: 20%; padding: 2px; text-align: center;">Publish in Voters' Pamphlet?</td> </tr> </table>	<i>One method of committee contact must be provided for print in the local voters' pamphlet.</i>	Publish in Voters' Pamphlet?
<i>One method of committee contact must be provided for print in the local voters' pamphlet.</i>	Publish in Voters' Pamphlet?				
<i>One method of committee contact must be provided for print in the local voters' pamphlet.</i>	Publish in Voters' Pamphlet?				
Email (required)* <input type="checkbox"/>	Email (required)* <input type="checkbox"/>				
Phone (optional) <input type="checkbox"/>	Phone (optional) <input type="checkbox"/>				
Website (Published in Voters' Pamphlet)	Website (Published in Voters' Pamphlet)				
Committee Name (Published in Voters' Pamphlet)	Committee Name (Published in Voters' Pamphlet)				
<b>2nd Committee Member</b>	<b>2nd Committee Member</b>				
Name:	Name:				
Email:	Email:				
<b>3rd Committee Member</b>	<b>3rd Committee Member</b>				
Name:	Name:				
Email:	Email:				

If jurisdiction is NOT appointing a "For" Committee, check box to confirm.

If jurisdiction is NOT appointing an "Against" Committee, check box to confirm.

\* 1st Committee Member must provide email address for correspondence with Voters' Pamphlet Coordinator.



# Put an Issue on the Ballot

## Ballot Measure Information

- [2019 Election Dates and Deadlines](#)
- [2019 Election Guide for Jurisdictions](#) A must-read for any jurisdiction or committee member.
- [Committee Member Appointment Form](#) Fill out, save and attach in an email to the address provided on the form.
- [Mandatory Resolution Cover Sheet](#) This form must accompany each resolution that is submitted.
- [2019 Validation Report](#)
- [Understanding Bond and Levy Validation](#)

## 2019 Submittal Deadlines

Be sure to read the [2019 Election Guide for Jurisdictions](#) for detailed information.  
Deadlines below are 4:30 p.m. on each designated day.

Election Dates	Feb. 12, 2019	Apr. 23, 2019	Aug. 6, 2019	Nov. 5, 2019
<b>Jurisdictions's Responsibility and Deadlines</b>				
1. Resolution				
2. <a href="#">Mandatory Resolution Cover Sheet</a>	Dec. 14, 2018	Feb. 22, 2019	May 10, 2019	Aug. 6, 2019
3. Explanatory Statement				
4. <a href="#">Committee Member Appointment Form</a>				
<b>Committee's Responsibility and Deadlines</b>				
<b>Statement "For" and Statement "Against"</b> (Written by the committees for or against the measure and emailed by this date.)	Dec. 18, 2018	Feb. 26, 2019	May 14, 2019	Aug. 8, 2019
<b>Rebuttal Statement</b> (Written by the committees for or against the measure and emailed by this date.)	Dec. 20, 2018	Feb. 28, 2019	May 16, 2019	Aug. 12, 2019

Italics may be used to emphasize specific words or statements. Any other formatting, such as all caps, bold, or underlining, will be changed to appear in italics.

The use of lists or bullets is not allowed. Lists or bullets will be converted to block paragraph, with a semicolon to separate each item.

Committee member names, a contact phone number, an email address, and/or website address will be printed in the local voters' pamphlet, but aren't included in the 150 word count. At least one method of contact (phone, email, website address) must be provided for print in the local voters' pamphlet.

No more than eight words are allowed for a committee name.

Committee member names and the email contact information for the committee spokesperson will be provided to interested parties upon request. The request can be by email or phone. A formal "Request for Public Information" is not required for this information.

## **Content**

### **All Statements**

A committee shall limit their statement (in support or against) to the proposition to which they were appointed. They may not endorse, speak about, or advocate for or against another proposition, measure or candidate.

Pursuant to RCW 29A.32.230, the Elections Division may reject certain materials submitted for publication. These materials include, without limitation, explanatory statements, "For" or "Against" statements, rebuttal statements, or contact information that:

- Is obscene;
- Is libelous;
- Contains a commercial advertisement;
- Contains matter prohibited by law from distribution through the mail;

- Contains matter not limited to the candidate himself or herself or to the measure or political office;
- Contains matter that is otherwise inappropriate or that does not comply with applicable law; or
- Was received after the submittal deadline.

---

## **Rebuttal Statements**

---

If both "For" and "Against" statements are submitted, the Voters' Pamphlet Coordinator will email the text of the statement to the spokesperson for the opposing committee listed on the committee appointment form. An email address is required for the spokesperson.

Rebuttal statements are not required; however, it gives each committee an opportunity to provide a response to the opposing statement.

The failure of a committee to submit a "For" or "Against" statement will disqualify the committee from submitting a rebuttal statement.

### **Length**

Rebuttal statements must be 75 words or less, in one block paragraph form.

If the rebuttal statement exceeds the applicable word limit, it will be shortened by deleting full sentences from the end until the limit is reached.

### **Format**

No headings may be used in rebuttal statements.

Italics may be used to emphasize specific words or statements. Any other formatting, such as all caps, bold, or underlining, will be changed to appear in italics.

The use of lists or bullets is not allowed. Lists or bullets will be converted to block paragraph, with a semicolon to separate each item.

### **Content**

Rebuttal statements may not interject new issues or arguments and are limited to addressing issues and arguments raised in the opposing argument.

**How to Submit "For", "Against", and Rebuttal Statements**  
Email to: [pcvoterpamphlet@co.pierce.wa.us](mailto:pcvoterpamphlet@co.pierce.wa.us)

Statements must be submitted by email and are due by the deadline. Submittal deadlines are strictly observed. See page 20.

---

**General Provisions  
Applicable to All  
Statements**

---

The contents of candidate statements, explanatory statements, "For" or "Against" statements and rebuttal statements are the sole responsibility of the authors and do not represent the position of the Auditor's Office or Pierce County regarding the measure or of any material contained therein; nor are the Auditor's Office or Pierce County responsible for the validity or accuracy of the statements.

Statements should be edited and prepared as carefully as one would edit and prepare a resume. Spelling, grammar and punctuation errors will not be corrected. Statement content will be printed exactly as received, as long as it complies with format specifications.

Each part of a hyphenated or slashed word will be counted as a separate word. (Examples: "Around-the-corner" = 3 words; and/or = 2 words)

Be sure the campaign contact email, web address, or phone number to be included in the pamphlet is accurate and functional when submitted.

Once statements have been submitted by email and a confirmation reply has been sent by the Voters' Pamphlet Coordinator, statements are considered final and may not be amended.

---

**Public Inspection  
of Statements  
RCW 29A.32.100**

---

Statements submitted for publication in the local voters' pamphlet are not available for public inspection or copying until all statements pertaining to the specified ballot measure have been received or the deadline for submission of statements has passed. Requests for public inspection of arguments or statements shall be made in the same manner as requests for public records.

---

**Rejection and  
Appeal  
RCW 29A.32.230**

---

**Rejection**

Pursuant to RCW 29A.32.230, the Elections Division may reject certain materials submitted for publication in the local voters' pamphlet. These materials include, without limitation, candidate statements, explanatory statements, "For" or "Against" statements, rebuttal statements and contact information.

If an explanatory statement, candidate statement, "For" or "Against" statement, rebuttal statement or contact information is rejected by the Election's Division manager, a written notice of rejection shall be sent to the proponent by email not more than five business days after the deadline for the local voters' pamphlet submittal and shall set forth specific grounds for rejection.

**Appeal**

The proponent of a candidate statement, explanatory statement, "For" or "Against" statement, rebuttal statement, or contact information, may appeal the Election's Division manager's decision to reject. A written notice of appeal shall be submitted to the Auditor by email not more than 48 hours after the notice of rejection was sent and shall set forth the specific grounds for appeal. The Auditor shall issue a written decision granting or denying the appeal by email not more than five business days after the appeal is submitted. The decision of the Auditor to grant or deny an appeal shall be final.

If material is rejected the local voters' pamphlet will be printed with the rejected material omitted and the appropriate space left blank.



## Statements – At a Glance

Statement Type	Word Limit	Formatting
Explanatory Statement	200	<p>Allowed: Italics</p> <p>Not Allowed: <b>Bold</b>, ALL CAPS, <u>underlining</u>, lists, bullets</p>
“For” and “Against” Statement	150	<p>Allowed: Italics Up to four headings, each preceding a paragraph, (up to 15 words each.) Printed in bold. Headings not included in word limit.</p> <p>Not Allowed: <b>Bold</b>, ALL CAPS, <u>underlining</u>, lists, bullets</p>
Rebuttal Statement	75	<p>Allowed: Italics</p> <p>Not Allowed: <b>Bold</b>, ALL CAPS, <u>underlining</u>, lists, bullets</p>
Contact Information	Does not count as part of word limit.	<p><i>Allowed:</i> Committee member names; Contact phone number; E mail address; Website; Committee name (Eight words or less) <b>At least one method of contact (phone, email, website address) must be provided.</b></p> <p><i>Not Allowed:</i> Titles for committee members (Dr., President, PhD.)</p>
<p><b>All Statements</b> A committee shall limit their statement (in support or against) to the proposition to which they were appointed. They may not endorse, speak about, or advocate for or against another proposition, measure or candidate.</p>		<p><i>Allowed:</i> Vote Yes on Charter Amendment No. 10;</p> <p><i>Not Allowed:</i> Vote Yes on Proposition No. 1 and 2; Vote No on Charter Amendments 5, 8, and 9; Vote No on all charter amendments; Vote Yes on all school propositions; Vote yes on Proposition No. 1 and we support candidate x for mayor.</p>

## 2019 Submittal Deadlines

ELECTION DATES	FEB. 12, 2019	APR. 23, 2019	AUG. 6, 2019	NOV. 5, 2019
<b>Jurisdiction's Responsibility and Deadlines</b>				
1. Resolution				
2. Resolution Cover Sheet				
3. Explanatory Statement	Dec. 14, 2018	Feb. 22, 2019	May 10, 2019	Aug. 6, 2019
4. For and Against Committee Appointment Form				
<b>Committee's Responsibility and Deadlines</b>				
Statement "For" and Statement "Against" <i>(Written by the committees for or against the measure and emailed by this date.)</i>	Dec. 18, 2018	Feb. 26, 2019	May 14, 2019	Aug. 8, 2019
Rebuttal Statement <i>(Written by the committees for or against the measure and emailed by this date.)</i>	Dec. 20, 2018	Feb. 28, 2019	May 16, 2019	Aug. 12, 2019

Resolutions and Resolution Cover Sheet may be submitted in person or emailed to [pcelections@co.pierce.wa.us](mailto:pcelections@co.pierce.wa.us). An original signed or certified copy must follow immediately if submitted by email.

Explanatory Statement, For and Against Committee Appointment Form, and Committee Statements and Rebuttals must be submitted by email to [pccvoterpamphlet@co.pierce.wa.us](mailto:pccvoterpamphlet@co.pierce.wa.us)

Deadlines are 4:30 p.m. on each designated day.



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject: New Police/Court/ City Hall Facility – Re-Bid Expense</b>		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>	N/A		AB19-45
	<b>For Agenda of:</b>			7.10.19
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	7.2.19		
<b>Cost of Item:</b>	align="center">\$ 13,322			
<b>Amount Budgeted:</b>	align="center">\$ 0			
<b>Unexpended Balance:</b>	align="center">\$			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	Mark Bethune, City Administrator			
<b>Fiscal Note:</b>				
<b>Attachments:</b>	Architects invoice			
<p><b>SUMMARY STATEMENT:</b> The City Council elected to go out for a re-bid of the new City Hall facility given only one bid and that over our maximum allowed expense. The Re-bid has costs associated for the architect as seen in the attached file. This is a negotiable item.</p>				
<p><b>RECOMMENDED ACTION: MOTION:</b> Move to approve the additional architectural expense of \$ _____ for re-bidding of the City Hall building project.</p>				



June 27, 2019

Mr. Mark Bethune, City Administrator  
City of Orting  
PO Box 489  
Orting, WA 98360

**RE: New Orting Civic Center / Police Station and City Hall | Additional Services; Re-Bid**

Dear Mark;

Per your request, as a follow-up to our letter of June 24, 2019, we have estimated the approximate level of effort required to support the re-bid process.

In order to update the drawings and administer the bidding process, we estimate it will take the following:

Helix Design Group, Inc.:		\$ 9,615
PCS Structural Solutions:	\$ 2,000	
Hultz/BHU Engineers, Inc.:	<u>1,370</u>	
Sub-total:	\$ 3,370	
Helix Mark-up @ 10%:	<u>337</u>	\$ 3,707
		<b>\$13,322</b>

We propose to invoice on an hourly basis to the maximum amounts above.

Our civil engineering consultant, David Evans and Associates, Inc., (DEA) will incur costs, but these will be charged to the "Civil Engineering/Revisions" line item/task in DEA's original proposal and already included in our contract with the City of Orting

We hope this request is acceptable. If you have any questions please let us know.

Sincerely yours,  
HELIX DESIGN GROUP, INC.

Erik Prestegaard, Principal

Attachments