

## 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

Regular Business Meeting Agenda  
Orting Multi-Purpose Center  
202 Washington Ave. S, Orting, WA  
December 11<sup>th</sup>, 2019, 7pm

1. **CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.  
REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA.**
2. **PUBLIC COMMENTS-** *Persons wishing to address the City Council regarding items that are not on the agenda are encouraged to do so at this time. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee.*
3. **EMPLOYEE RECOGNITION**
  - ↓ Police Department-Geoffrey Boone
  - ↓ Administration- Jennifer Corona
  - ↓ Public Works- Ed Huffman
4. **PROCLAMATIONS**
  - A. Wreaths Across America
  - ↓ **Mayor Penner/Marc Perez**
5. **HEARING**
  - A. **AB19-80-** Ordinance No. 2019-1054- An Ordinance Of The City Of Orting, Washington, Relating To Qualifications for Elected Officials; Adopting New OMC 1-6-4 And 1-6-5, Establishing Term Limits For City Council Members And the Mayor.
  - ↓ **CM McDonald/CM Gehring**

*Open the Hearing and Announce the Title, Read the Rules. Briefing by Staff, Public Comments Taken, Council Comments or Questions, Close Hearing. Consider a Motion.*

**Motion: To Adopt Ordinance No. 2019-1054 An Ordinance Of The City Of Orting, Washington, Relating To Qualifications For Elected Officials; Adopting New OMC 1-6-4 And 1-6-5, Establishing Term Limits For City Council Members And Mayor; Providing For Severability; And Establishing An Effective Date.**

**Requests for Consent Agenda Items to Be Pulled For Discussion?**

6. **CONSENT AGENDA**
  - A. Regular Meeting Minutes of November 13<sup>th</sup>, 2019.
  - B. Study Session Minutes of November 20<sup>th</sup>, 2019.
  - C. Special Meeting Minutes of November 25<sup>th</sup>, 2019.
  - D. Payroll and Claims Warrants.
  - E. AB19-58- To approve Resolution No's 2019-18-Orting Chamber of Commerce, 2019-19-Orting Valley Farmers Market, 2019-20-Orting Food Bank, 2019-21-Opportunity Center, 2019-22- Recovery Café, 2019-23-Senior Center, as prepared for a total of \$40,000.

1. **Chamber of Commerce/Orting Community Float, Resolution No. 2019-18,**  
A Resolution of the City Of Orting, Washington, Declaring a Public Purpose and Authorizing a City Grant of Funds for Orting Chamber of Commerce In The Amount Of \$1,500.
2. **Farmers Market-Resolution No. 2019-19,** A Resolution of the City of Orting, Washington, Declaring a Public Purpose and Authorizing City Grant of Funds to the Orting Valley Farmer's Market in the Amount Of \$3,000.
3. **Food Bank-Resolution No. 2019-20,** a Resolution of the City Of Orting, Washington, Declaring a Public Purpose and Authorizing A City Grant To Orting Food Bank In The Amount Of \$3,000.
4. **Opportunity Center, DBA The Haven-Resolution No. 2019-21,** A Resolution Of The City Of Orting, Washington, Declaring A Public Purpose And Authorizing A City Grant Of Funds For Opportunity Center Of Orting In The Amount Of \$7,500.
5. **Orting Valley Recovery Café, Resolution No. 2019-22,** A Resolution Of The City Of Orting, Washington, Declaring A Public Purpose And Authorizing City Grant Funds To Orting Valley, Recovery Café In The Amount Of \$10,000.
6. **Orting Senior Center, Resolution No. 2019-23,** A Resolution Of The City Of Orting, Washington, Declaring A Public Purpose And Authorizing A City Grant For Orting Senior Center Organization In The Amount Of \$15,000.

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

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

## 7. NEW BUSINESS

- A. AB19-81- Council Committee Selection for The Year 2020.

✚ **Mayor Penner / Deputy Mayor Hogan/CM Gunther**

**Motion:** To approve the following Council Committee assignments:

CGA - CM \_\_\_\_\_ and CM \_\_\_\_\_.

Public Works, CM \_\_\_\_\_ and CM \_\_\_\_\_.

Public Safety, CM \_\_\_\_\_ and CM \_\_\_\_\_.

- B. AB19-87- Bids-Generator Purchase & Installation/New Municipal Center.

✚ **CM Drennen/CM Gunther**

**Motion:** To approve Energy Systems as the responsible low bidder and authorize the Mayor to sign a purchase agreement with them for \$49,803.64 to purchase and install a "Generac" Generator for the New Municipal Center.

- C. AB19-88- Ordinance No. 2019-1056, An Ordinance Of The City Of Orting, Washington, Amending Ordinance No. 2018-1037, Adopting The City Of Orting 2019 Budget; And Ordinance No. 2019-1048 And Ordinance No. 2019-1050 Amending The 2019 Budget Providing For Appropriation And Expenditure Of Funds Received In Excess Of Estimated Revenues; Adopting Various Transfers.

✚ **Scott Larson**

**Motion:** An Ordinance Of The City Of Orting, Washington, Amending Ordinance No. 2018-1037, Adopting The City Of Orting 2019 Budget; And Ordinance No. 2019-1048 And Ordinance No. 2019-1050 Amending The 2019 Budget Providing For Appropriation And Expenditure Of Funds Received In Excess Of Estimated Revenues; Adopting Various Transfers; Providing For Severability; And Establishing An Effective Date.

- D. AB19-89- Resolution No. 2019-33, a Resolution of the City Of Orting, Washington, Authorizing the Designation of Signatories Pursuant To OMC 1-7-3(C).

↓ **Scott Larson**

***Motion: To Approve Resolution No. 2019-33, A Resolution Of The City Of Orting, Washington, Authorizing The Designation Of Signatories Pursuant To OMC 1-7-3(C).***

- E. **AB19-90-** Orting Municipal Code Updates for Compliance with Phase II NPDES Permit-Ordinance No. 2019-1057, An Ordinance Of The City Of Orting, Washington, Relating To Low Impact Development Requirements; Amending Orting Municipal Code Sections 5-1-2, 5-10-2, 6-1b-4, 7-5-13, 7-6-2, 8-2-4, 8-4-2, 8-5-15, 9-5a-4, 9-5a-7, 9-5a-9, 9-5a-12, 9-5a-13, 9-5a-16, 10-16-2, 10-16-4, 11-1-2, 11-4-2, 12-2-10, 12-10-3, 13-2-4, 13-3-2, 13-5-2, 13-5-9, 13-6-2, 13-6-3, 13-6-4, 13-6-7, 14-1-5, 14-1-9, And 15-15-2.

↓ **Emily Adams**

## **8. EXECUTIVE SESSION**

RCW 42.30.110. (l) (2)- Potential Litigation

## **9. ADJOURNMENT**

***Motion: Move to Adjourn***

# EMPLOYEE RECOGNITION







## **CERTIFICATE OF APPRECIATION**

**THE MAYOR AND THE CHIEF OF POLICE OF THE CITY OF ORTING WISH TO RECOGNIZE**

### ***OFFICER GEOFFREY BOONE***

**THE FOLLOWING STATEMENTS WERE MADE BY CHIEF GARD:**

*On October 29, 2019 at 1:51 p.m., Officer Boone, who is currently assigned as the Orting Police Department's School Resource Officer for the Orting School District, was working in the high school culinary room with a class full of students. During that time, Officer Boone was alerted to a yell for "help." Officer Boone immediately directed his attention to a 16-year-old student who was experiencing a seizure. Officer Boone swiftly responded to the student's side and stabilized him while calling for the school nurse.*

*While tending to the student, Officer Boone observed blood and foam emitting from the student's mouth. Once the student's seizure subsided, the student's body fell limp. Officer Boone then observed that the student's eyes froze, his breathing stopped and he had no pulse. Officer Boone immediately initiated CPR on the student while summoning Orting Valley Fire and Rescue priority to the scene. Officer Boone continued to perform CPR for over a minute when he finally observed the student's eyes begin to move. The student then regained a pulse.*

*The student's airway was also blocked, so Officer Boone opened his airway and held the student securely until paramedics arrived. The student was transported to Mary Bridge Children's Hospital where he made a full recovery. Officer Boone's actions during this rapidly evolving, time-critical event reflects the dedication, care, compassion and professionalism that Officer Boone routinely exhibits. We are very proud of Officer Boone and we're truly fortunate that he is a member of our team.*

**Thank You Geoff for Your Dedication as a first responder and for Making Orting a Great Place to Live,  
Work, Play, & Do Business!**

**AWARDED AT THE MANAGEMENT MEETING ON THE 10<sup>TH</sup>, OF DECEMBER, 2019  
HONORED AT THE CITY COUNCIL MEETING ON THE 11<sup>TH</sup>, OF DECEMBER, 2019**

\_\_\_\_\_  
**JOSHUA PENNER, MAYOR**

\_\_\_\_\_  
**CHRIS GARD, CHIEF OF POLICE**





## **CERTIFICATE OF APPRECIATION**

**THE MAYOR AND THE CITY TREASURER OF THE CITY OF ORTING WISH TO RECOGNIZE**

***JENNIFER CORONA***

**The Following Statements Were Made By The City Treasurer.**

*Over the past several months after our previous utility billing clerk indicated that she would be retiring, Jennifer stepped up to learn about the City's utility billing functions. When the previous utility clerk retired Jennifer jumped right in without missing a beat, and also started making recommendations that would streamline several of the processes.*

*At virtually the same time we hired a replacement for Jennifer's old position. A few days before the new employee was going to start I sat down with Jennifer to see if she had any thoughts on how to train her replacement. Jennifer immediately shared a comprehensive list detailing her training plan.*

*I can't express how thankful I am for Jennifer stepping up to a new role and also being willing to train a new person; while maintaining a professional atmosphere at the front desk.*

**Thank You Jennifer for Your Dedication to Making Orting A Great Place To Live, Work, Play, & Do Business!**

**HONORED AT THE MANAGEMENT MEETING ON THE 10<sup>TH</sup>, OF DECEMBER, 2019**

**HONORED AT THE CITY COUNCIL MEETING ON THE 11<sup>TH</sup>, OF DECEMBER, 2019**

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**JOSHUA PENNER, MAYOR**

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**SCOTT LARSON, TREASURER**





## **CERTIFICATE OF APPRECIATION**

**THE MAYOR AND THE PUBLIC WORKS DIRECTOR OF THE CITY OF ORTING WISH TO RECOGNIZE**

***ED HUFFMAN***

**The Following Statements Were made by the Public Works Director:**

*Ed has worked for the City since May of 2004. During his time with the City, Ed has taken on numerous roles, starting out as a maintenance worker and eventually working at the Wastewater Treatment Plant.*

*Ed has really done a great job learning the ins and outs of the treatment plant. Ed is always looking out for his peers and currently serves as the union shop steward. Ed has been mentoring one of the employees that is interested in working as a wastewater plant operator, he enjoys sharing his knowledge and thoughts.*

*Ed has also developed a great working relationship with other agencies such as Labor and Industries and the Department of Ecology.*

*Ed has excellent customer service skills, always polite and quick to smile. Ed's the type of individual that will go above and beyond to help out the customer. Although Ed works at the plant he's quick to help out his peers in other areas; be it side sewer repair, or fixing a water leak. I've seen Ed in action, he works hard and takes pride in his work. He also has excellent concrete finishing skills which has helped the City on many occasions.*

*Ed looks for ways to make things easier and more efficient. When we were expecting power outages due to heavy snow, Ed recommended we set up a tow behind generator at a sewer pump station so if the power went out it'd be there ready to fire up. This saved someone the time of hooking it up and driving through the snow to get to the pump station. Ed is quick to give his input which I do appreciate.*

**Thank You Ed for Your Dedication to Making Orting a Great Place to Live, Work, Play, & Do Business!**

**HONORED AT THE MANAGEMENT MEETING ON THE 10<sup>TH</sup> OF DECEMBER, 2019 AND AT A CITY COUNCIL MEETING ON DECEMBER 11<sup>TH</sup>, 2019.**

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

\_\_\_\_\_  
Greg Reed, Public Works Director



City of

**ORTING** WASHINGTON

Small Town.  
Big Way.

## **PROCLAMATION**

### **WREATHS ACROSS AMERICA DAYS**

**WHEREAS**, Wreaths Across America, a non-profit organization, began in 2006 as an extension of the Arlington National Cemetery Wreath Project, which was started in 1992 when wreaths donated by the Worcester Wreath Company were placed on the headstones of our Nation's fallen heroes during the holidays; and

**WHEREAS**, the Restore America Club is partnering with Wreaths Across America with a mission to REMEMBER the fallen, HONOR those who serve and TEACH our children the value of freedom; and

**WHEREAS**, family members, friends and volunteers will help adorn the gravesites at the Camp Lewis Cemetery at Joint Base Lewis-McCord and at the Veterans Cemetery in the City of Orting, in a stirring tribute to the courage and sacrifice of those who have guarded and preserved our nation's freedom throughout history.

**NOW, THEREFORE**, I, Joshua Penner, Mayor of Orting, Washington, do hereby proclaim December 13, 13, and 14, 2019, as;

**WREATHS ACROSS AMERICA DAYS**, in Orting, Washington.

Given Under My Hand and the Great Seal of the Office of the Mayor in the City of Orting, Washington on the 11th day of December, 2019.

**Dated this 11<sup>th</sup> day of December, 2019**

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**Joshua Penner, Mayor**





**City Of Orting  
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Date
<b>Subject: Hearing-Term Limits- Ordinance No. 2019-1054, An Ordinance Of The City Of Orting, Washington, Relating To Qualifications For Elected Officials; Adopting New OMC 1-6-4 And 1-6-5, Establishing Term Limits For City Council Members And the Mayor.</b>	<b>AB19-80</b>	<b>CGA</b>		
		11.07.19	9.18.19 11.20.19	<b>12.11.19</b>
	<b>Department:</b> City Council			
	<b>Date Submitted:</b> 11.07.19			
	<b>Cost of Item:</b> \$			
<b>Amount Budgeted:</b> \$				
<b>Unexpended Balance:</b> \$				
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>		<b>CGA Committee</b>		
<b>Fiscal Note:</b>				
<b>Attachments:</b> Ordinance No. 2019-1054				
<p><b>SUMMARY STATEMENT:</b> Term limits help ensure that citizens have greater opportunity to serve on the City Council and bring new ideas and perspectives to the City, along with ensuring more equal opportunity of representation for all residents of the City of Orting.</p> <p>The City Council is empowered to enact additional qualifications for candidates to hold elective office in the City where those qualifications do not contravene state statute and the state Constitution.</p> <p>The CGA committee recommended adopting Term Limits for City Councilmembers and the Mayor. Council reviewed this agenda item at the study session on November 20<sup>th</sup>, 2019 and by Consensus desired to have a hearing on December 11<sup>th</sup>, 2019 on the proposed ordinance. The Mayor is not in favor of term limits generally and particularly any council action limiting terms for the Executive branch.</p>				
<p><b>RECOMMENDED ACTION: MOTION:</b> To Adopt Ordinance No. 2019-1054 An Ordinance Of The City Of Orting, Washington, Relating To Qualifications For Elected Officials; Adopting New OMC 1-6-4 And 1-6-5, Establishing Term Limits For City Council Members And Mayor; Providing For Severability; And Establishing An Effective Date</p>				

**CITY OF ORTING  
WASHINGTON  
ORDINANCE NO. 2019-1054**

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**AN ORDINANCE OF THE CITY OF ORTING,  
WASHINGTON, RELATING TO QUALIFICATIONS FOR  
ELECTED OFFICIALS; ADOPTING NEW OMC 1-6-4 AND  
1-6-5, ESTABLISHING TERM LIMITS FOR CITY  
COUNCIL MEMBERS AND MAYOR; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE  
DATE**

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

**WHEREAS**, the City Council of the City of Orting is empowered to enact additional qualifications for candidates to hold elective office in the City where those qualifications do not contravene state statute and the state Constitution; and

**WHEREAS**, City Council has determined that the adoption of term limits for City Council members and the Mayor are warranted, will not adversely affect the public health, safety, or general welfare, and are in the best interest of the citizens of the City;

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

**Section 1. New OMC Title 1, Chapter 6, Section 4. Adopted.** Orting Municipal Code Title 1, Chapter 6, Section 4, is hereby adopted to read as follows:

**1-6-4 Term Limit for Councilmembers**

No person shall be allowed to serve on the city council for more than two four-year terms; provided, that:

A. This limitation on terms shall not apply to any unexpired term to which a person is appointed to fill a vacancy in this office, if the remainder of the term is less than one-half of the full term of office; and

B. This prohibition shall not disqualify any person now serving on the city council from completing the term of office that he or she has been elected to serve as of the effective date of the ordinance codified herein.

**Section 2. New OMC Title 1, Chapter 6, Section 5. Adopted.** Orting Municipal Code Title 1, Chapter 6, Section 5, is hereby adopted to read as follows:



**1-6-5 Term Limit for Mayor**

No person shall be allowed to serve as Mayor for more than two four-year terms; provided that:

A. This limitation on terms shall not apply to any unexpired term to which a person is appointed to fill a vacancy in this office, if the remainder of the term is less than one-half of the full term of office; and

B. This prohibition shall not disqualify any person now serving as Mayor from completing the term of office that he or she has been elected to serve as of the effective date of the ordinance codified herein.

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

**Section 4. Codification.** The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the above, and publish the amended code.

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

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 11<sup>th</sup> DAY OF DECEMBER, 2019.**

CITY OF ORTING

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

ATTEST/AUTHENTICATE

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

Approved as to form:

\_\_\_\_\_  
Charlotte A. Archer, City Attorney  
Inslee Best, PS

Filed with the City Clerk: 11.07.19

Passed by the City Council:

Date of Publication:

Effective Date:

## **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**  
**Regular Meeting Minutes**  
Orting Multi-Purpose Center  
202 Washington Ave. S,  
Orting, WA  
November 13<sup>th</sup>, 2019. 7pm.

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

Mayor Penner called the meeting to order at 7:00pm. A scout from Troop 560 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.

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

Councilmember McDonald asked to add AB19-80-Ordinance No 2019-1054, Term Limits. It was added as agenda item #6A.

### **2. PUBLIC COMMENTS-No Comments.**

### **3. PUBLIC HEARING**

#### **A. AB19-72- Adopting the 2020 Budget- Ordinance No. 2019-1052, An Ordinance of the City Of Orting, Washington Relating to the Annual Budget for Fiscal Year 2020; Adopting the City of Orting 2020 Budget; Adopting The Job Classification And Pay Range For Employees.**

Mayor Penner opened the hearing at 7:03pm. The Mayor announced the title and read the rules for the public hearing. Treasurer Larson led a general discussion on the 2020 draft budget. He stated that the budget is a policy document. He handed out a report titled 2020 Budget at a Glance. The budget will be discussed again at the workshop on the 20<sup>th</sup>.

**Public Comments-** No Comments. Council Comments followed.

Mayor Penner closed the hearing at 7:10pm.

### **4. CONSENT AGENDA**

- A. Study Session Minutes of October 16<sup>th</sup>, 2019.
- B. Special Meeting Minutes of October 19<sup>th</sup>, 2019.
- C. Payroll and Claims Warrants

*Deputy Mayor Hogan made a motion to approve Consent Agenda as prepared. Second by Councilmember Kelly. Motion passed (7-0).*

### **5. OLD BUSINESS**

#### **A. AB19-64-Selection of Deputy Mayor for 2020.**

Deputy Mayor Hogan briefed on the process and stated that he would like to accept any nominations for Deputy Mayor. There was a tie vote at the October 30<sup>th</sup>, 2019 meeting. The Mayor opted not to break the tie at that time.

*Councilmember McDonald made a motion to Appoint Greg Hogan as Deputy Mayor for the Year 2020, Effective January 1, 2020. Second by Councilmember Kelly.*

Discussion followed. Councilmember Gunther expressed his disapproval of having the same person serve twice as Deputy Mayor.



*After a roll call vote the Motion passed (6-1). The Nay vote was made by Councilmember Gunther.*

**B. AB19-65- Cemetery Land Surplus**

Administrator Bethune briefed on this agenda item. Staff with support of Council looked in to the surplus of the 9.5 acres of land adjacent to the City Cemetery, to fund capital improvements to the cemetery and reduce labor costs. Cemetery revenue dropped in recent years. Initially the City looked in to the cost to do a boundary line adjustment to the property, but after Skilling's Connolly, submitted their cost for the service, that was determined not to be a feasible option. Then staff looked in to the option of logging the property, and found this was not feasible either. The CGA Committee discussed this again at their meeting on November 7th, 2019 and concluded along with staff that the best option would be to sell the property.

*Councilmember McDonald made a motion To Authorize the Mayor to Put the Cemetery Property Up For Sale with the Closing Cost to Be No Greater Than \$4,999.99. Second by Councilmember Pestinger. Motion passed (7-0).*

**6. NEW BUSINESS**

**A. AB19-80- Ordinance No. 2019-1054, An Ordinance Of The City Of Orting, Washington, Relating To Qualifications For Elected Officials; Adopting New OMC 1-6-4 And 1-6-5, Establishing Term Limits For City Council Members And Mayor.**

Councilmember McDonald briefed the Council on the proposed ordinance which calls for term limits for Councilmembers and the Mayor. The CGA Committee recommended the enactment of term limits because they felt it would ensure that citizens have greater opportunity to serve on the City Council, bring new ideas and perspectives to the City, and ensure more equal opportunity of representation for all residents of the City of Orting. Council Discussion followed on the pros and cons of term limits.

Mayor Penner stated that he is not in favor of the council enacting term limits on the Executive. Council by consensus determined that they would like to have this go back to study session and then push this out to the meeting on December 11<sup>th</sup> for a hearing to allow the opportunity for citizens to weigh in on the proposed ordinance. Council also agreed to change the language in Section 1.A to the following: *"This limitation on terms shall not apply to any unexpired term to which a person is appointed to fill a vacancy in this office, if the remainder of the term is less than one-half of the full term of office"*

**7. EXECUTIVE SESSION**

No session.

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

Mayor Penner adjourned the meeting at 8:10pm.

ATTEST:

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Jane Montgomery, City Clerk, CMC

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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**

Multipurpose Center

202 Washington Ave. S. Orting, WA

November 20<sup>TH</sup>, 2019, **6PM**

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

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

Deputy Mayor Hogan called the 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, and Scott Drennen.

Councilmember McDonald was absent at roll call but came in at 6:01pm.

**Staff Present:** Mark Bethune, City Administrator, Jane Montgomery, City Clerk, Scott Larson, Treasurer, JC Hungerford, Engineer, Judge Curry, Kaaren Woods, City Administrator, Kim Kainoa, Court Clerk, Greg Reed, PW Director, Emily Adams, Planner.

Deputy Mayor Hogan asked to add AB19-84 Comprehensive Plan Amendment Docketing Plan, Ordinance No. 2019-1055. This will be added as agenda item **5A.1**.

#### **2. PRESENTATION**

##### **A. AB19-74- Baker Tilly Utility Rate Study, 2020 - 2024 Utility Rates And Proposed Resolution No. 2019-32, Relating To Utility Rates; Adopting Adjustments To Water, Sewer And Storm Water Utility Rates.**

Patty Kettles from Baker Tilly briefed on the Utility Rate Study for 2020-2024. The City has completed an analysis of its utility rates and is recommending that the council adopt rates for the next five years which is what the consultant recommended.

**ACTION:** Advance to the Special Meeting on November 25th, 2019 for a Hearing and Vote.

#### **3. COMMITTEE REPORTS**

##### **Public Works**

Councilmember Drennen briefed on the following from the last committee meeting:

- SR 162 Bridge;
- Impacts of recent election on TBD Funds.

##### **Public Safety**

Councilmember Pestinger briefed on the following from the last committee meeting:

- RV Ordinance original draft versus proposed ordinance;
- MOU with Soldiers Home;
- Report by Code Enforcement officer on activity from May 1, 2019- October 31, 2019.

Councilmember Kelly informed Council that the School Resource Officer Geoff Boone had saved a child's life at the school and was honored at a ceremony at the school. Council will present him with a certificate at a future Council meeting.

##### **Community and Government Affairs**

No Report, items are on the agenda.

#### **4. STAFF REPORTS**

**Scott Larson, City Treasurer**



Treasurer Larson provided Council with the third quarter finance report and the report from the State Auditor. No issues were cited in the City Audit.

**Greg Reed, PW Director**

Director Reed reported on the following: Vandalism of City Park fountain, Assessment of Dangerous Trees, Sidewalks.

**John Curry, Municipal Judge**

Judge Curry reported on Court Revenues. He stated that in Orting the Courts primary sources of revenue are from the payment of fines on criminal cases, court costs and infraction fines. Historically the Court sends approximately 45% of the revenues that are collected to the State. Currently that number is closer to 55% because of the changes in the assessments and the ability to charge/collect fines, interest, costs and assessments. He briefed on the impact of the Ferguson Missouri case that has had an impact on what courts may collect, and a new ruling which does not allow for interest to accrue on old accounts. The Judge mentioned that he would like to see student court back in Orting as he feels it has a positive effect on youth in the community.

**Mark Bethune, City Administrator**

Administrator Bethune briefed on the progress at the new Municipal Facility. He informed Council that some change orders will be coming to Council soon.

**Joshua Penner, Mayor**

Mayor Penner stated that he and Chief Gard would like for Officer Boone to be recognized at a televised meeting. The Mayor also told the Council that emergency supplies have been purchased in advance; should the City need to open a warming center. Generator hookups are also ready to go at the MPC.

**5. AGENDA ITEMS**

**A. AB19-82-Comprehensive Plan Amendment Docketing Proposal, Resolution No. 2019-31, A Resolution of the City of Orting Washington, Adopting Comprehensive Plan amendment Procedures.**

City Planner, Emily Adams briefed. The proposed Resolution and Exhibit A would adopt a timeline and process that is consistent with OMC 15-2-5 for the potential amendment of the Comprehensive Plan in 2020. The resolution sets out the process that will be followed if applications for amendment(s) are proposed by the public and/or the City. Staff and the Planner recommended the adoption of a detailed timeline for this process, to encourage public participation in the process, and to ensure that the process proceeds efficiently and effectively. She went over Exhibit A which outlined the proposed timeline. **ACTION:** Move to next meeting as a standalone item.

**A.1 AB19-84 Comprehensive Plan Amendment Docketing Plan, Ordinance No. 2019-1055, An ordinance of the city of Orting, Washington; Amending Orting municipal code 15-12-5 setting procedure for comprehensive plan amendment.**

City Planner, Emily Adams briefed on the proposed Ordinance which works in conjunction with proposed Resolution No. 2019-3. The proposed ordinance would amend OMC 15-12-5 to streamline the first phase of the process. Requests for amendment received by the City would be reviewed by Staff and submitted to the City Council for selection and for inclusion on the docket of amendments for that year's review. Selected amendments would then be submitted to the Planning Commission for a public hearing and review, and the Planning Commission's recommendations would then be submitted to the City Council for a final decision by the City Council.

Mayor Penner weighed in on the proposal. He stated that he believes this is an improved process and that it provides more direction to the Planning Commission, and less ambiguity. **ACTION:** Move to next meeting as a standalone item.

**B. AB19-69- Request for Proposals-Liability Insurer.**

Administrator Bethune briefed that the City has been insured for liability by AWC's RMSA for many years. The City went out for RFP to see if there was something out there that would be of greater benefit to the City. WCIA scored as the highest bidder, mainly due to the amount of training that they offer. The City would still stay with AWC for Medical, and go to AWC conferences. CGA reviewed this at their meeting on November 7<sup>th</sup>, and moved it forward for Council discussion. Staff recommended WCIA, whose contract would not be in effect for a year after the final contract was negotiated by the Mayor. Staff sought Council direction on this proposal. **ACTION:** Move forward to consent agenda for the November 25th, 2019 Special Meeting.

**C. AB19-83- Orting Play Curb- Bids**

Councilmember McDonald briefed that the bids were presented to the CGA Committee by Director Reed at their last meeting. There were three bid responses. The lowest bid was submitted by A & C Concrete Specialist at \$18, 592.88. The Committee was surprised to discover that this project had not been completed. They thought staff had completed the project which was budgeted and approved. In the future Councilmember McDonald stated that the CGA Committee would like to know if a particular project is not able to be completed by staff; so that they have the option to go with an outside contractor to get the work done. Councilmembers in general felt this was a breakdown in planning and scheduling, and asked that in the future if this happens; that staff come back to Council and inform them. This project includes 3 parks around the City of Orting. The Scope of work will be excavation and installation of curbing around specified play structures. **ACTION:** Move forward to the consent agenda for the November 25th, 2019 Meeting.

**D. AB19-71- Ordinance No. 2019-1053, Amending OMC Provisions pertaining to Mobile Homes and Recreational Vehicles Ordinance No. 2019-1053, Pertaining To Recreational Vehicles,**

Councilmember Pestinger briefed on recent changes to the Ordinance since last reviewed by Council. Discussion followed. This Ordinance would amend the OMC provisions pertaining to RVs and manufactured/mobile home communities to address EHB 1227, as codified at RCW 35.21.684(3), RCW 35A.21.312(3), and RCW 36.01.225(3). This proposed ordinance will prohibit RV's from being connected to permanent utilities such as sewer without inspection and approval of the City. The ordinance would allow the Code Enforcement Officer to extend the 180 day period for occupation on private property upon written request. The Public Safety Committee made the recommendation that no permit and fee should be required for the occupation of an RV, but that a permit and fee shall be required for the occupation of a Mobile Home. **ACTION:** Move forward to the Consent agenda for November 25th, 2019 Special Meeting.

**E. AB19-76- Memorandum of Understanding- WA Soldiers Home.**

Administrator Bethune briefed on the MOU, which The City and the Washington State Soldiers Home wish to enter into to share equipment/supplies/resources in the event of a catastrophic event. **ACTION:** Move forward to consent agenda for the November 25th, 2019 Special Meeting.

**F. AB19-77- Interlocal Agreement (ILA) with the Port of Tacoma- Orting Tourism Video.**

Administrator Bethune briefed that he had applied for a grant with the Port. This ILA allows the City to bill the Port of Tacoma for a grant to support the development of a tourism video. The grant amount is for \$2,500. The City Council has already budgeted

approximately \$5,000 for the video. Rainier Communication Company, (RCC) plans to have the first draft of the tourism video ready for review about mid-November. **ACTION:** Move forward to consent agenda for the November 25th, 2019 Special Meeting.

**G. AB19-78- City of Orting/AWC Legislative Priorities.**

Councilmember McDonald briefed that the CGA Committee reviewed the proposed Legislative priorities drawn up by Administrator Bethune. The City Council typically approves Council legislative priorities each year before the legislative session begins in January. AWC's legislative priorities were taken into consideration. Councilmember McDonald asked that the priorities be shared with CGA at their first meeting in January in order to inform any new Councilmembers.

**ACTION:** Move forward to consent agenda for the November 25th, 2019 Special Meeting.

**H. AB19-79- Resolution No. 2019-30 A Resolution of the City Of Orting, Washington, Authorizing the Mayor to Execute a Professional Services Agreement for Planning Services with AHBL, Inc.**

Administrator Bethune briefed that the charge for services for Emily Adams is less than what was proposed at the time an RFP went out in 2018 for Planning Services. AHBL has a large staff of nine planners who can support Emily should she need it. In light of the costs to issue a second RFP for the same services, City Staff proposed a contract with AHBL, Inc. until Dec. 31, 2020 for contract planning services. This would require a waiver of the City's Purchasing Policy, which requires the issuance of an RFP/RFQ for professional services in an amount exceeding \$20,000.

**ACTION:** Move forward to consent agenda for the November 25th, 2019 Special Meeting.

**I. AB19-81- Council Committee selection for the year 2020.**

Deputy Mayor Hogan briefed that the process is to form an appointment committee consisting of the Deputy Mayor, one councilmember and the Mayor, who recommend assignments for the Council Committee Chair and Vice-Chair positions. Councilmember Gunther volunteered to be on the Committee. **ACTION:** Deputy Mayor Hogan, Mayor Penner, and Councilmember Gunther will bring recommendations For Committee Assignments Back to Council in December.

**J. AB19-80- Term Limits- Ordinance No. 2019-1054, An Ordinance Of The City Of Orting, Washington, Relating To Qualifications For Elected Officials; Adopting New OMC 1-6-4 And 1-6-5, Establishing Term Limits For City Council Members And the Mayor.**

Councilmember McDonald briefed on the proposed ordinance stating that term limits help ensure that citizens have greater opportunity to serve on the City Council, bring new ideas and perspectives to the City, along with ensuring more equal opportunity of representation for all residents of the City of Orting. The CGA committee recommended adopting Term Limits for City Council and the Mayor. Council discussion ensued regarding the pros and cons of term limits. It was agreed by consensus that there be a hearing prior to passage.

Mayor Penner stated that for the past 25 years there have been 3 initiatives in this regard that failed. The Mayor stated that according to the National League of cities only 9% of cities have term limits. Tacoma is the only one that he could cite in our area. The Mayor stated that his main concern was City Councilmembers voting on a Mayor's term limit. He felt this action if approved would usurp the independence of the Executive branch. He stated that any passage should be by a super majority, passed by a vote of the citizens, and be preceded by a public hearing. The Mayor stated that he did not support the Ordinance as drafted. He asked the Council to reconsider this portion of the Ordinance and remove the portion regarding term limits for Mayor. Council discussion followed. **ACTION:** Move forward to the meeting in December with a hearing.

**K. Discussion- Transportation Benefit District.**

Scott Larson told Council that this matter was first discussed in the Public Works Committee. AWC will be hosting a webinar to cover the impacts of I-976 as it relates to TBD funding for cities. He stated that one outstanding question is whether or not a City can choose to pose to their voters a car tab tax. King County, Seattle and AWC have filed a lawsuit against the initiative and moved to seek an injunction to continue collecting the tax until the issue is resolved in the courts. His question for the Council was whether or not they wanted to forgo expensive chip seal projects for next year. He stated that this was the current staff recommendation until they see how 2020 works out. Mayor Penner pointed out that State money will become incredibly competitive. Council did not have an objection to reducing the expense budget for the TBD for 2020, and agreed to have it reduced to \$40K.

**L. AB19-72 Ordinance No. 2019-1052, An Ordinance Of The City Of Orting, Washington Relating To The Annual Budget For Fiscal Year 2020; Adopting The City Of Orting 2020 Budget; Adopting The Job Classification And Pay Range For Employees .**

Treasurer Larson briefed on the changes to the proposed 2020 budget. Council looked at Exhibit A to the proposed ordinance, changes to the Parks fund, and Exhibit B to the ordinance which detailed 2020 job classifications and Pay Ranges. Councilmember Drennen would like a professional sign and a flag at the new Public Works facility. Treasurer Larson stated that funds are available for 2020 for additional signage. The dollar amount set aside will be \$10K. Grants were discussed. The Mayor recommended 1% of the general fund, which is approximately 35K towards grants. The Mayor stated that his goal was to present a balanced general fund which he did. He stated that Council has the prerogative to change the budget, even if it means an unbalanced general fund. He stated that at this time, the budget becomes the Councils budget. Council by consensus chose to adopt the recommendations made by the CGA Committee. Treasurer Larson will bring back the amounts recommended by CGA in the final budget.

**ACTION:** Move forward to the November 25th, 2019 Special Meeting as a stand-alone item.

**6. ADJOURNMENT**

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

**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 Special Meeting Minutes

Public Safety Building  
401 Washington Ave. SE, Orting, WA  
November 25<sup>th</sup>, 2019  
7 p.m.

### **MAYOR JOSHUA PENNER, CHAIR**

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

Mayor Penner called the special meeting to order at 7:00pm. Councilmember McDonald led the pledge of allegiance.

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

**Councilmembers Absent:** Councilmember Gehring

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

*Councilmember McDonald made a motion to excuse Councilmember Gehring. Second by Deputy Mayor Hogan. Motion passed (6-0).*

#### **2. PUBLIC COMMENTS**

No Comments.

#### **3. NEW EMPLOYEE INTRODUCTION**

Treasurer Larson introduced Kim Agfalvi who was recently hired to fill the cashier position at the front desk.

#### **4. HEARING**

**A. AB19-Utility Rate Hearing- Baker Tilly Utility Rate Study, 2020 - 2024 Utility Rates And Proposed Resolution No. 2019-32, Relating To Utility Rates; Adopting Adjustments To Water, Sewer And Storm Water Utility Rates.**

Mayor Penner opened the Hearing at 7:06pm, and read the hearing rules. Treasurer Larson briefed on the proposed rate structure and proposed resolution which will be adopted for a five year period. This enables the City to plan for future needs. He briefed the actual rates which were presented with Resolution No. 2019-32 as Exhibit A. Updated rates will be mailed out to customers upon approval by Council.

**Citizen Comments-** None

#### **Council Comments**

Council discussion followed regarding the following:

- Snowbird rates.
- Five year versus three year rate adoption.

Mayor Penner closed the hearing at 7:16pm.

*Councilmember McDonald made a motion to Approve Resolution No. 2019-32, with the amendment to remove snowbird rates, Relating to Utility Rates; Adopting Adjustments to Water, Sewer and Storm Water Utility Rates; with the understanding that rates are reviewed annually during the budget process. Second by Deputy Mayor Hogan. Motion passed (5-1). The Nay vote was made by Councilmember Gunther*

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

Councilmember Gunther asked to remove agenda item 5F.

### **5. CONSENT AGENDA**

**A.** Meeting Minutes of October 30<sup>th</sup>, 2019.

**B.** Payroll and Claims Warrants.

**C. AB19-69-** To Award The Contract For Liability Insurer To WCIA, And Authorize The Mayor To Negotiate A Contract For Liability Insurance Services In A Form Acceptable To The City Attorney.

**D. AB19-71-** To Adopt Ordinance No. 2019-1053, An Ordinance Of The City Of Orting, Washington, Relating To The Definition Of Recreational Vehicles, Adopting Regulations For The Parking And Temporary Occupation Of Recreational Vehicles Within The City Of Orting, And Establishing A Permit And Fee, Amending Orting Municipal Code Title 10, Chapter 14, Sections 1 Through 4; Title 13, Chapter 2, Sections 14 And 19; Title 13, Chapter 5, Section 6; Title 13, Chapter 6, Section 4; And Title 14, Chapter 1, Section 5.

**E. AB19-76-** To Authorize the Mayor or His Designee, To Enter In To a Memorandum of Understanding with the Orting Washington Soldiers /Washington State Dept. Of Veterans Affairs Regarding Cooperation In The Event Of A Natural Disaster, As Prepared.

**G. AB19-78-** To Adopt the Orting City Council Legislative Priorities for 2020 as Prepared.

**H. AB19-79-** To Adopt Resolution No. 2019-30, Authorizing the Mayor to Execute a Professional Services Agreement for Planning Services with AHBL, Inc.

**I. AB19-83-** To Award the contract for Play Curb Excavation and Installation to A & C Concrete Specialist, and authorize the Mayor to enter in to a contract with A & C Concrete Specialist in the amount of \$18,592.88.

*Councilmember Kelly made a motion to approve the consent agenda with the exception of item 5.F. Second by Councilmember Pestinger. Motion passed (6-0)*

- 5. F. AB19-77-** To Authorize The Mayor Or His Designee, To Enter Into An Inter Local Agreement With The Port Of Tacoma For A Grant In The Amount Of \$2,500 To Support The Development Of A Tourism Video As Prepared.

Councilmember Gunther wanted to know what the grant was tied to. He was told that it was only tied to create a video for economic development and the City does not have to use Port of Tacoma or any of their partners.

*Councilmember Gunther made a motion to approve agenda item 5F-AB19-77 as prepared. Second by Councilmember McDonald. Motion passed (6-0).*

### **6. OLD BUSINESS**

**A. AB19-72-** Adopting the 2020 Budget- Ordinance No. 2019-1052, An Ordinance of the City Of Orting, Washington Relating to the Annual Budget for Fiscal Year 2020; Adopting the City of Orting 2020 Budget; Adopting The Job Classification And Pay Range For Employees.

Treasurer Larson briefed on the final proposed 2020 budget. Changes requested by Council at the last meeting have been made.

Councilmember Gunther commented that he cannot support the budget as is. He would like to see \$15K allocated for a zip line for Phase II Calistoga Park Phase II. Councilmember McDonald pointed out that two parks were built last year and they did create a reserve fund. She stated no one is opposed to Phase II but right now they are still working on Phase I of Calistoga Park.

Mayor Penner laid out some options that Council could follow if they want to create a reserve for Phase II of Calistoga Park. This will reduce the City reserves by 15K.

***Councilmember Pestinger made a motion To Adopt Ordinance No. 2019-1052, An Ordinance of the City Of Orting, Washington Relating to the Annual Budget for Fiscal Year 2020; Adopting the City of Orting 2020 Budget; Adopting the Job Classification and Pay Range for Employees as presented. Second by Councilmember McDonald.***

Discussion followed.

***Councilmember Drennen made a motion to add a line to Section 2 of the Budget Ordinance reserving 15K for Calistoga Park. Second by Councilmember Gunther.***

***Councilmember Pestinger made a motion to amend the amendment to add the words, Phase II, to the amended motion. Second by Councilmember McDonald. Motion passed. (6-0)***

Mayor Penner directed Council to vote on the amendment as amended. This would be reducing the unreserved fund to \$66K and allocate it to Calistoga Park Phase II.

***Councilmember McDonald made a motion to amend the amended motion, to create the reserves for Phase II of Calistoga and we put the amount in from the Parks Reserve fund that does not exceed removing more than 15k from reserves or whatever amount does not exceed the City's current policy which requires we have at least 25% of operating funds in that reserve fund for the following year. Second by Deputy Mayor Hogan. Motion passed (6-0)***

***Council voted on the Amendment as amended taking the money out of the reserve fund and dedicate it to Calistoga Park Phase II. Motion passed (6-0).***

***Council then voted on the budget as amended. Motion Passed (6-0).***

## **7. NEW BUSINESS**

**A. AB19-84- Comprehensive Plan Amendment Docketing Plan- Ordinance No. 2019-1055, an Ordinance of the City Of Orting, Washington, Relating To Procedure; Amending Orting Municipal Code 15-12-5 Setting Procedure for Comprehensive Plan Amendment.**

Emily Adams briefed on proposed Ordinance No. 2019-1055, which would amend OMC 15-12-5 to streamline the first phase of the process; requests for amendment received by the City would be reviewed by staff and submitted to the City Council for selection for inclusion on the docket of amendments for that year's review. Selected amendments would then be submitted to the Planning Commission for a public hearing and review, and the Planning Commission's recommendations would then be submitted to the City Council for a final decision.

***Councilmember Pestinger made a motion to adopt Ordinance No. 2019-1055, Relating to Procedure; Amending Orting Municipal Code 15-12-5, Setting Procedure for Comprehensive Plan Amendment. Second by Councilmember McDonald. Motion passed (6-0)***

**B. AB19-82-Comprehensive Plan Amendment Docketing Proposal- Resolution No. 2019-31, A Resolution Of The City Of Orting, Washington, Adopting Comprehensive Plan Amendment Procedures.**

***Councilmember McDonald made a Motion to Adopt Resolution No. 2019-31 Adopting Comprehensive Plan Amendment Procedures. Second by Deputy Mayor Hogan. Motion passed (6-0)***

**C. AB19-86- City Hall/Police/Court -Change Order.**

Administrator Bethune briefed that per Council any change order above 15K has to be approved by Council. The presented change order is the contaminated soil removal costs plus sales tax. The \$31,558 is from the contingency fund budget.

***Councilmember McDonald made a motion to approve change order #001, Pease Construction Inc., for Orting City Hall Project for \$31,588.26. Second by Councilmember Pestinger. Motion passed (6-0).***

**D.Meeting Cancellations.** -December 18TH, 2019 Study Session, and the December 25th, 2019, Regular Council Meeting.

**↓ Mayor Penner**

***Councilmember Pestinger made a motion to cancel the December 18th, 2019 Study Session, and the December 25th, 2019, regular Council Meeting. Second by Councilmember McDonald. Motion passed (6-0)***

**8. EXECUTIVE SESSION**

None.

**9. ADJOURNMENT**

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

Mayor Penner adjourned the meeting at 7:58pm.

ATTEST:

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

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



VOUCHER/WARRANT REGISTER  
FOR DECEMBER 11, 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 #48020 THRU #48079  
IN THE AMOUNT OF \$ 592,616.41

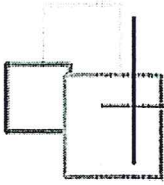
PAYROLL WARRANTS # 23594 THRU #23600 = \$ 9499.00  
EFT \$ 178,771.52  
IN THE AMOUNT OF \$ 188,270.52  
Carry Over \$ 3,050.87

ARE APPROVED FOR PAYMENT ON DECEMBER 11, 2019

COUNCILPERSON \_\_\_\_\_

COUNCILPERSON \_\_\_\_\_

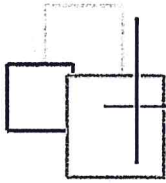
CITY CLERK \_\_\_\_\_



# Fund Transaction Summary

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

Account	Description	Amount
001	Current Expense	\$60,563.48
101	City Streets	\$5,681.68
105	Parks Department	\$2,232.79
303	Emergency Evacuation Bridge Fund	\$44,572.50
304	City Hall Construction	\$324,361.30
401	Water	\$24,818.20
408	Wastewater	\$26,419.43
410	Stormwater	\$20,087.90
412	Utility Land Acquisition	\$83,879.13
	<b>Count: 9</b>	<b>\$592,616.41</b>



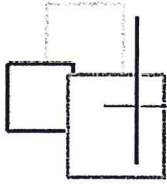
# Register

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

Number	Name	Print Date	Clearing Date	Amount
<b>Key Bank</b>	<b>2000073</b>			
<b>Check</b>				
<u>48020</u>	Anytime Fitness	11/26/2019		\$200.00
<u>48021</u>	Red Barn Tree Farm	12/2/2019		\$205.99
<u>48022</u>	Department of Licensing	12/4/2019		\$85.50
<u>48023</u>	ACRnet CBS Branch	12/11/2019		\$63.00
<u>48024</u>	Actual Assistant	12/11/2019		\$300.00
<u>48025</u>	AHBL, INC	12/11/2019		\$12,142.50
<u>48026</u>	Anytime Fitness	12/11/2019		\$200.00
<u>48027</u>	Arrow Lumber	12/11/2019		\$717.74
<u>48028</u>	Associated Petroleum Products INC	12/11/2019		\$1,941.05
<u>48029</u>	Big J'S Outdoor Store	12/11/2019		\$1,066.18
<u>48030</u>	Business Solutions Center	12/11/2019		\$166.65
<u>48031</u>	Centurylink	12/11/2019		\$2,233.88
<u>48032</u>	CenturyLink/Qwest	12/11/2019		\$274.99
<u>48033</u>	Comcast	12/11/2019		\$502.48
<u>48034</u>	Core & Main	12/11/2019		\$296.67
<u>48035</u>	Cornerstone Electric, Inc	12/11/2019		\$824.94
<u>48036</u>	Cross Connection Spec.	12/11/2019		\$10,346.05
<u>48037</u>	Curry & Williams, P.I.I.c	12/11/2019		\$2,017.08
<u>48038</u>	E-Squared Systems,LLC	12/11/2019		\$196.74
<u>48039</u>	Federal Eastern International	12/11/2019		\$386.62
<u>48040</u>	Grainger	12/11/2019		\$334.59
<u>48041</u>	Harrington's Janitorial	12/11/2019		\$275.00
<u>48042</u>	Helix Design Group	12/11/2019		\$7,009.83
<u>48043</u>	J. Nelson Enterprises INC.	12/11/2019		\$2,145.00
<u>48044</u>	Korum Automotive Group	12/11/2019		\$3,012.56
<u>48045</u>	Kyocera Document Solutions Northwest INC	12/11/2019		\$2,101.28
<u>48046</u>	Larsen Sign Co	12/11/2019		\$241.78
<u>48047</u>	Law Offices of Matthew J Rusnak	12/11/2019		\$1,833.33
<u>48048</u>	Lewis, Jennifer	12/11/2019		\$1,488.00
<u>48049</u>	LN Curtis & Son	12/11/2019		\$219.86
<u>48050</u>	Logan Enterprises INC	12/11/2019		\$395.00
<u>48051</u>	Murphy-Brown, Mary	12/11/2019		\$750.00
<u>48052</u>	O'Harra Buttz, Margaret	12/11/2019		\$160.18
<u>48053</u>	Opportunity Center Of Orting	12/11/2019		\$833.18
<u>48054</u>	Orca Pacific, Inc	12/11/2019		\$1,490.93
<u>48055</u>	Orting Floral/greenhouse	12/11/2019		\$81.98

<u>Number</u>	<u>Name</u>	<u>Print Date</u>	<u>Clearing Date</u>	<u>Amount</u>
48056	Orting Valley Fire & Rescue	12/11/2019		\$2,979.17
48057	Orting Valley Senior Cent	12/11/2019		\$1,083.33
48058	P.c. Budget & Finance	12/11/2019		\$5,436.23
48059	Parametrix	12/11/2019		\$93,999.97
48060	PBS Engineering And Environmental INC	12/11/2019		\$1,640.33
48061	Pease Construction INC	12/11/2019		\$317,351.47
48062	POP Gymnastics Collective LLC	12/11/2019		\$308.00
48063	Puget Sound Energy	12/11/2019		\$9,737.54
48064	R.A.D Systems	12/11/2019		\$40.00
48065	Schwab, Erica	12/11/2019		\$300.00
48066	SCORE	12/11/2019		\$13,707.48
48067	Scott, James	12/11/2019		\$146.62
48068	Sonsray Machinery LLC	12/11/2019		\$1,417.61
48069	Spectral Laboratories	12/11/2019		\$252.00
48070	Sumner Lawn'n Saw	12/11/2019		\$2.31
48071	Tacoma Pierce County Health Dept	12/11/2019		\$82.50
48072	UniFirst Corporation	12/11/2019		\$292.41
48073	Utilities Underground Location Center	12/11/2019		\$36.96
48074	Verizon Wireless	12/11/2019		\$3,155.60
48075	Water Management Lab Inc.	12/11/2019		\$380.00
48076	Wells Fargo Financial Leasing	12/11/2019		\$92.91
48077	Whitworth Pest Solutions, INC	12/11/2019		\$300.63
48078	Zumar Industries Inc	12/11/2019		\$173.65
48079	Washington Patriot Construction LLC	12/11/2019		\$83,159.13
		<b>Total</b>	<b>Check</b>	<b>\$592,616.41</b>
		<b>Total</b>	<b>2000073</b>	<b>\$592,616.41</b>
		<b>Grand Total</b>		<b>\$592,616.41</b>





# Custom Council Report

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Vendor	Number	Invoice	Account Number	Notes	Amount
ACRnet CBS Branch	48023	12557	001-518-10-41-01	Background Check-Dunn	\$63.00
				<b>Total</b>	<b>\$63.00</b>
Actual Assistant	48024	730-Dec Website	001-514-23-41-12	Website Maintenance/Hosting	\$132.00
			105-576-80-41-05	Website Maintenance/Hosting	\$9.00
			401-534-10-41-34	Website Maintenance/Hosting	\$45.00
			408-535-10-41-36	Website Maintenance/Hosting	\$78.00
			410-531-38-41-05	Website Maintenance/Hosting	\$36.00
				<b>Total</b>	<b>\$300.00</b>
AHBL, INC	48025	116531	001-558-60-41-02	Planning Consultant-On Call	\$8,725.00
		116532	001-558-60-41-02	Planning Consultant-Hopkins Plat	\$1,750.00
		116533	001-558-60-41-02	Planning Consultant-Business Licenses	\$137.50
		116534	001-558-60-41-02	Planning Consultant-Pre Application Meeting	\$220.00
		116535	001-558-60-41-02	Planning Consultant-Gibson Coffee Shop	\$1,310.00
				<b>Total</b>	<b>\$12,142.50</b>
Anytime Fitness	48026	Gym Membership-Dec 2019	001-521-20-21-01	Gym Membership-Dec 2019	\$200.00
	48020	Gym Membership-Nov 2019	001-521-20-21-01	Gym Membership-Nov 2019	\$200.00
				<b>Total</b>	<b>\$400.00</b>
Arrow Lumber	48027	600186-DEC 2019	001-514-21-48-01	Light Bulb & Hillman Fasteners	\$9.08
			001-514-21-48-01	Rags & Acetone-City Hall	\$32.07
			001-514-21-48-01	Shovels for New City Hall Ground Breaking	\$125.88
			101-542-30-31-00	Caution Tape	\$13.09

Vendor	Number	Invoice	Account Number	Notes	Amount
Arrow Lumber	48027	600186-DEC 2019	101-542-30-48-07	Items for Sidewalk Repair	\$45.86
			105-576-80-31-00	Zip Ties for Banners	\$8.41
			105-576-80-31-00	Ear Plugs	\$14.20
			105-576-80-31-04	Utility Knife-Level-Prybar Garland	\$21.37
			105-576-80-48-00	Park Close-Sign	\$7.09
			105-576-80-48-00	Paint Thinner-Rags	\$33.10
			105-576-80-48-03	Park Bench	\$10.92
			105-576-80-48-03	Orting Station	\$10.92
			105-594-76-64-10	Keyless Socket	\$6.32
			105-594-76-64-10	Cable Ties for Garland	\$196.63
			401-534-50-48-02	CL2 Scale Paint-Wingate	\$11.36
			401-534-50-48-02	Ball Valve Well 1	\$43.71
			401-534-50-48-03	Cable Tie-Netting	\$24.02
			401-534-50-48-03	Wingate	\$68.76
			401-534-50-48-03	Light Bulbs for Well 1	\$68.76
			408-535-50-48-03	Toilet Repair Kit - City Hall	\$10.92
			410-531-38-31-00	Leather Gloves	\$34.95
				<b>Total</b>	<b>\$717.74</b>
Associated Petroleum Products INC	48028	0137887-IN	101-542-30-32-00	Fuel	\$178.90
			401-534-80-32-00	Fuel	\$715.60
			401-534-80-32-01	Fuel	\$68.41
			408-535-80-32-00	Fuel	\$715.60
			408-535-80-32-01	Fuel	\$15.21
			410-531-38-32-01	Fuel	\$178.92
			410-531-38-32-02	Fuel	\$68.41
				<b>Total</b>	<b>\$1,941.05</b>
Big J'S Outdoor Store	48029	DEC2019-200	001-521-20-31-01	Binoculars for Police Department	\$196.73
			001-521-20-31-01	Uniform Items-Cassatt	\$216.38
			401-534-10-31-04	Boots for Ewing	\$172.14
			408-535-10-31-05	Rain Pants-Nale	\$56.06
			410-531-38-31-00	Rain Jacket & Pants-Elder	\$124.91
			410-531-38-31-00	Jeans-Lolohea	\$147.52
			410-531-38-31-00	Jeans & Waders for Spears	\$152.44
				<b>Total</b>	<b>\$1,066.18</b>
Business Solutions Center	48030	107641	401-534-10-31-00	Utility Receipts Books	\$55.55
			408-535-10-41-14	Utility Receipts Books	\$55.55
			410-531-38-31-00	Utility Receipts Books	\$55.55
				<b>Total</b>	<b>\$166.65</b>
Centurylink	48031	300549640-Dec2019	408-535-10-42-01	Sewer Phones	\$86.64
		300549818-Dec2019	001-514-23-42-00	City Phones	\$523.35
			001-524-20-42-00	City Phones	\$27.69

Vendor	Number	Invoice	Account Number	Notes	Amount	
Centurylink	48031	300549818-Dec2019	101-542-63-47-03	City Phones	\$61.68	
			401-534-10-42-01	City Phones	\$405.40	
			408-535-10-42-01	City Phones	\$403.46	
			410-531-38-42-01	City Phones	\$113.90	
		300549906-Dec2019	401-534-10-42-00	Harman Springs	\$59.80	
		300550216-Dec2019	408-535-10-42-01	Sewer Phones	\$452.88	
		300550592-Dec2019	001-512-50-42-00	Court Phones	\$99.08	
			<b>Total</b>	<b>\$2,233.88</b>		
CenturyLink/Qwest	48032	464B-DEC2019	001-521-20-45-02	Cell Connection	\$116.86	
			465B-DEC2019	001-521-20-45-02	Cell Connection	\$81.86
			492B-DEC2019	001-521-20-45-02	Cell Connection	\$76.27
					<b>Total</b>	<b>\$274.99</b>
Comcast	48033	0221105- NOV2019	001-514-23-42-00	City Hall Internet	\$62.81	
			001-524-20-31-00	City Hall Internet	\$62.81	
			401-534-10-42-01	City Hall Internet	\$62.81	
			408-535-10-42-01	City Hall Internet	\$62.81	
		0221113- NOV2019	001-512-50-42-00	PSB Internet	\$37.69	
			001-521-50-42-00	PSB Internet	\$213.55	
				<b>Total</b>	<b>\$502.48</b>	
Core & Main	48034	L445402	401-534-50-35-00	Tubing-Wrench- Debur Tool-Meter Coupling	\$296.67	
				<b>Total</b>	<b>\$296.67</b>	
Cornerstone Electric, Inc	48035	WWTP-Pump Station	408-535-50-48-02	Replace Phase Failure Monitor @ Pump Station	\$824.94	
				<b>Total</b>	<b>\$824.94</b>	
Cross Connection Spec.	48036	32428	401-534-60-48-00	Annual Backflow Testing-City Wide	\$10,346.05	
				<b>Total</b>	<b>\$10,346.05</b>	
Curry & Williams, P.I.I.c	48037	Court Judge-Nov 2019	001-512-50-10-02	Court Judge-Nov 2019	\$2,017.08	
				<b>Total</b>	<b>\$2,017.08</b>	
Department of Licensing	48022	VIN-2FAFP71W74X168197- 2004 Ford Crown Vic-Lost Title Fee	001-521-20-31-03	VIN- 2FAFP71W74X168 197-2004 Ford Crown Vic-Lost Title Fee	\$85.50	
				<b>Total</b>	<b>\$85.50</b>	
E-Squared Systems,LLC	48038	S6518L1	408-535-10-31-00	Service Call-Alarm System	\$196.74	
				<b>Total</b>	<b>\$196.74</b>	
Federal Eastern International	48039	511854	001-521-20-31-01	Mobile Rescue Compact	\$386.62	
				<b>Total</b>	<b>\$386.62</b>	
Grainger	48040	9353696140	401-534-50-35-00	Alligator Clips-Split Jaw Clamp	\$195.82	

Vendor	Number	Invoice	Account Number	Notes	Amount	
Grainger	48040	9353696140	401-534-50-48-03	Pleated Air Filter	\$42.21	
			401-534-50-35-00	Carring Case FA1051	\$42.78	
		9353696157	401-534-50-48-02	Fuse	\$14.49	
			408-535-50-48-02	Lamp	\$39.29	
		<b>Total</b>	<b>\$334.59</b>			
Harrington's Janitorial	48041	Janitorial-City Shop-Rocky RD-Dec 2019	401-534-10-31-00	Janitorial-City Shop-Rocky RD- Dec 2019	\$91.67	
			408-535-10-31-00	Janitorial-City Shop-Rocky RD- Dec 2019	\$91.66	
			410-531-38-31-00	Janitorial-City Shop-Rocky RD- Dec 2019	\$91.67	
			<b>Total</b>	<b>\$275.00</b>		
Helix Design Group	48042	A18-021.01 0000011	304-594-18-60-01	New City Hall Facilities	\$300.65	
			304-594-31-60-01	new City Hall Facilities 9	\$45.10	
			304-594-34-60-01	New City Hall Facilities 9	\$45.10	
			304-594-35-60-01	New City Hall Facilities 18	\$90.20	
			304-594-44-60-01	New City Hall Facilities 2	\$10.02	
			304-594-76-60-01	New City Hall Facilities 2	\$10.01	
			A18-021.10 0000002	304-594-18-60-01	New City Hall Facilities	\$3,608.25
				304-594-31-60-01	New City Hall Facilities	\$541.23
				304-594-34-60-01	New City Hall Facilities	\$541.24
				304-594-35-60-01	New City Hall Facilities	\$1,082.48
		304-594-44-60-01		New City Hall Facilities	\$120.28	
		A18-021.16 0000002	304-594-76-60-01	New City Hall Facilities	\$120.27	
			304-594-18-60-01	New City Hall Facilities	\$297.00	
			304-594-31-60-01	New City Hall Facilities	\$44.55	
			304-594-34-60-01	New City Hall Facilities	\$44.55	
			304-594-35-60-01	New City Hall Facilities	\$89.10	
		304-594-44-60-01	New City Hall Facilities	\$9.90		
		304-594-76-60-01	New City Hall Facilities	\$9.90		
		<b>Total</b>	<b>\$7,009.83</b>			
		J. Nelson Enterprises INC.	48043	NB6580	408-535-50-48-04	Fine Screen Repair @ Headworks- WWTP
<b>Total</b>	<b>\$2,145.00</b>					
Korum Automotive Group	48044	6690531/2	101-542-30-48-04	Repair of 2006 F650-FA1030- Replaced Turbo	\$753.14	



Vendor	Number	Invoice	Account Number	Notes	Amount		
Korum Automotive Group	48044	6690531/2	105-576-80-48-02	Repair of 2006 F650-FA1030- Replaced Turbo	\$1,054.41		
			401-534-50-48-06	Repair of 2006 F650-FA1030- Replaced Turbo	\$602.51		
			408-535-50-48-08	Repair of 2006 F650-FA1030- Replaced Turbo	\$451.88		
			410-531-38-48-01	Repair of 2006 F650-FA1030- Replaced Turbo	\$150.62		
				<b>Total</b>	<b>\$3,012.56</b>		
Kyocera Document Solutions Northwest INC	48045	55T1067118	001-514-23-31-02	City Hall Copier Lease	\$888.63		
			105-576-80-31-00	Public Works Copier Lease	\$436.46		
			401-534-10-31-00	Public Works Copier Lease	\$258.73		
			408-535-10-31-00	Public Works Copier Lease-20%	\$258.72		
			410-531-38-31-00	Public Works Copier Lease-15%	\$258.74		
	<b>Total</b>	<b>\$2,101.28</b>					
Larsen Sign Co	48046	26297	001-521-50-48-02	Vinyl Repair to Ford SUV	\$241.78		
				<b>Total</b>	<b>\$241.78</b>		
Law Offices of Matthew J Rusnak	48047	259-Nov 2019	001-512-50-49-01	Court Appointed Attorney-Nov 2019	\$1,833.33		
				<b>Total</b>	<b>\$1,833.33</b>		
Lewis, Jennifer	48048	Dog Training Classes-November 2019	001-571-20-31-34	Dog Training Classes-November 2019	\$1,488.00		
				<b>Total</b>	<b>\$1,488.00</b>		
LN Curtis & Son	48049	INV335700	001-521-20-31-01	Firearm Holster for Officer Taylor	\$185.92		
				INV336986	001-521-20-31-01	Mag Pouch for Officer Taylor	\$33.94
				<b>Total</b>	<b>\$219.86</b>		
Logan Enterprises INC	48050	17293-Dec 2019 Cleaning	001-514-21-41-01	Monthly Janitorial	\$98.75		
			001-524-20-49-02	Monthly Janitorial	\$19.75		
			001-575-50-41-01	Monthly Janitorial	\$79.00		
			401-534-10-31-00	Monthly Janitorial	\$79.00		
			408-535-10-31-00	Monthly Janitorial	\$79.00		
			410-531-38-31-00	Monthly Janitorial	\$39.50		
	<b>Total</b>	<b>\$395.00</b>					
Murphy-Brown, Mary	48051	Dance Class Nov 2019-Dec 2019	001-571-20-31-21	Dance Class Nov 2019-Dec 9 2019	\$750.00		
				<b>Total</b>	<b>\$750.00</b>		
O'Harra Buttz, Margaret	48052	DEC2019-201	001-514-23-31-02	Supplies	\$23.26		

VENDOR	NUMBER	INVOICE	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
O'Harra Buttz, Margaret	48052	DEC2019-201	001-524-20-31-00	Supplies	\$10.34
			401-534-10-31-00	Supplies	\$18.94
			401-534-10-31-00	Supplies	\$23.26
			408-535-10-41-14	Supplies	\$18.93
			408-535-10-41-14	Supplies	\$23.26
			410-531-38-31-00	Supplies	\$18.94
			410-531-38-31-00	Supplies	\$23.25
			<b>Total</b>	<b>\$160.18</b>	
Opportunity Center Of Orting	48053	3042	001-571-20-31-14	Orting Opportunity Center Grant-Dec 2019	\$833.18
				<b>Total</b>	<b>\$833.18</b>
Orca Pacific, Inc	48054	41107	401-534-10-31-01	Sodium Hypochlorite	\$1,490.93
				<b>Total</b>	<b>\$1,490.93</b>
Orting Floral/greenhouse	48055	1488	001-571-20-31-21	Carnations for Dance Recital	\$81.98
				<b>Total</b>	<b>\$81.98</b>
Orting Valley Fire & Rescue	48056	Payment #12 2019 Lease for PSB	001-512-50-41-04	Payment #12 Lease for PSB-Court	\$297.92
			001-521-50-41-07	Payment #12 Lease for PSB-Police	\$2,681.25
				<b>Total</b>	<b>\$2,979.17</b>
Orting Valley Senior Cent	48057	Monthly Support-Dec 2019	001-571-20-31-06	Monthly Support- Dec 2019	\$1,083.33
				<b>Total</b>	<b>\$1,083.33</b>
P.c. Budget & Finance	48058	CI-278292 C-104188	001-566-00-40-00	3rd QRT Liquor Tax	\$568.44
		CI-278699 C-104188	001-554-30-40-00	Animal Control OCT 2019	\$2,308.18
		CI-278793 C-104188	001-511-20-49-04	4th QRT RCC Dues	\$2,559.61
				<b>Total</b>	<b>\$5,436.23</b>
Parametrix	48059	13958	001-558-60-41-01	General Development	\$2,207.50
			001-558-60-41-01	General Consulting	\$2,812.50
			101-542-30-41-01	General Consulting- Streets	\$680.00
			101-542-30-41-13	Trasportation Plan Update	\$588.75
			101-542-30-41-15	GIS-Planning & Delivery	\$61.25
			101-595-10-40-01	Emergency Evac Bridge-Project Management	\$510.00
			401-534-10-41-01	General Consulting- Water	\$3,157.99
			401-534-10-41-16	WSP Production	\$1,450.00
			401-534-10-41-19	Telemetry O&M	\$970.00
			401-534-10-41-37	GIS-Planning & Delivery	\$61.25
			408-535-10-41-01	General Consulting- Sewer	\$2,600.00

Vendor	Number	Invoice	Account Number	Notes	Amount	
Parametrix	48059	13958	408-535-10-41-21	Telemetry O&M	\$680.00	
			408-535-10-41-39	GIS-Planning & Delivery	\$61.25	
			408-594-35-41-12	WWTP Improvements-Project Management	\$340.00	
			408-594-35-41-12	WWTP Improvements-Pre-design	\$7,621.78	
			410-531-38-41-08	GIS-Planning & Delivery	\$61.25	
			410-531-39-41-01	General Consulting-Storm	\$2,125.00	
			410-594-31-41-30	WWTP Improvements-Project Management	\$340.00	
			410-594-31-41-30	WWTP Improvements-Preliminary Design	\$4,130.24	
			410-594-31-41-37	Levee FEMA O&M Manial -LAMP Support	\$340.00	
			410-594-31-41-43	Calistoga Street W Improvements-Stormwater Reports	\$10,865.00	
			410-594-31-63-40	Kansas Street Outfall-Design Project	\$340.00	
			412-594-38-41-02	Management-Public Works Shop	\$720.00	
			13959	001-524-20-41-01	Belfair Estates-Design Review	\$340.00
				001-524-20-41-02	The Meadows-Preliminary Plat Review	\$23.75
				001-524-20-41-02	Majestic View Estates-Design Review	\$150.00
				001-524-20-41-02	Bridgewater Plat-Design Review	\$255.00
				001-524-20-41-02	Orting Village-Design Review	\$835.00
				001-524-20-41-02	The Meadows-Design Review	\$2,650.00
				13960	303-595-10-40-01	
			303-595-90-40-01			\$433.75
			14125	101-595-10-64-34	Whitehawk BLVD Extension-Project Management OQA & QC	\$2,449.96
<b>Total</b>	<b>\$93,999.97</b>					
PBS Engineering And Environmental INC	48060	0041548.002-3	001-518-20-40-02	Engineering & Environmental Study on 102 Bridge St S New City Hall Poilce Department	\$410.08	
			001-521-50-46-07	Engineering & Environmental Study on 102 Bridge St S New City Hall Poilce Department	\$820.17	

Vendor	Vendor Number	Invoice Number	Account Number	Notes	Amount
PBS Engineering And Environmental INC	48060	0041548.002-3	401-534-10-40-01	Engineering & Environmental Study on 102 Bridge St S New City Hall Poilce Department	\$164.03
			408-535-10-40-01	Engineering & Environmental Study on 102 Bridge St S New City Hall Poilce Department	\$164.03
			410-531-31-40-01	Engineering & Environmental Study on 102 Bridge St S New City Hall Poilce Department	\$82.02
			<b>Total</b>	<b>\$1,640.33</b>	
Pease Construction INC	48061	Pay Request #3-New City Hall Facilities	304-594-18-60-01	Pay Request #3- New City Hall Facilities	\$190,410.88
			304-594-31-60-01	Pay Request #3- New City Hall Facilities	\$28,561.64
			304-594-34-60-01	Pay Request #3- New City Hall Facilities	\$28,561.63
			304-594-35-60-01	Pay Request #3- New City Hall Facilities	\$57,123.26
			304-594-44-60-01	Pay Request #3- New City Hall Facilities	\$6,347.03
			304-594-76-60-01	Pay Request #3- New City Hall Facilities	\$6,347.03
			<b>Total</b>	<b>\$317,351.47</b>	
POP Gymnastics Collective LLC	48062	Tumbling-Nov 2019	001-571-20-31-15	Tumbling-Nov 2019	\$308.00
			<b>Total</b>	<b>\$308.00</b>	
Puget Sound Energy	48063	200010396733-DEC2019 200013874264-DEC2019	401-534-50-47-01	Well 4 Pump Station	\$2,324.71
			408-535-50-47-04	WWTP	\$7,412.83
			<b>Total</b>	<b>\$9,737.54</b>	
R.A.D Systems	48064	2ORCT 474 Boone	001-521-50-49-01	R.A.D License Renewal for SRO Boone-	\$40.00
			<b>Total</b>	<b>\$40.00</b>	
Red Barn Tree Farm	48021	825124	105-576-80-31-04	Christmas Tree for Bell Tower	\$205.99
			<b>Total</b>	<b>\$205.99</b>	



Vendor	Number	Invoice	Account Number	Notes	Amount
Schwab, Erica	48065	Civil Service-Consultant-Nov 2019	001-521-10-10-04	Civil Service-Consultant-Nov 2019	\$300.00
				<b>Total</b>	<b>\$300.00</b>
SCORE	48066	4033	001-523-60-41-00	Jail Fees-September	\$13,680.00
		4125	001-523-60-41-00	Jail Fees-Health Services	\$27.48
				<b>Total</b>	<b>\$13,707.48</b>
Scott, James	48067	Scott Reimbursement	001-521-40-49-00	Meals for Code Enforcement Evidence Custodial Training	\$65.46
			001-521-40-49-00	Meals for Code Enforcement Evidence Custodial Training	\$81.16
				<b>Total</b>	<b>\$146.62</b>
Sonsray Machinery LLC	48068	W06750-08	101-542-30-48-04	Repair to Backhoe-Fuel Cooler & Radiator FA1112	\$165.40
			105-576-80-48-02	Repair to Backhoe-Fuel Cooler & Radiator FA1112	\$212.64
			401-534-50-48-04	Repair to Backhoe-Fuel Cooler & Radiator FA1112	\$472.53
			408-535-50-48-04	Repair to Backhoe-Fuel Cooler & Radiator FA1112	\$354.40
			410-531-38-48-01	Repair to Backhoe-Fuel Cooler & Radiator FA1112	\$212.64
				<b>Total</b>	<b>\$1,417.61</b>
Spectral Laboratories	48069	144925	408-535-10-41-03	Lab Testing	\$252.00
				<b>Total</b>	<b>\$252.00</b>
Sumner Lawn'n Saw	48070	39855	105-576-80-48-00	Rope	\$2.31
				<b>Total</b>	<b>\$2.31</b>
Tacoma Pierce County Health Dept	48071	IN0187877-AR0058711	410-531-10-49-01	Street Waste Handing Facility	\$82.50
				<b>Total</b>	<b>\$82.50</b>
UniFirst Corporation	48072	330 1579811	408-535-10-31-03	Uniform Item-Protective Services	\$30.29
		330 1581971	408-535-10-31-03	Uniform Item-Protective Services	\$131.06
		330 1584119	408-535-10-31-03	Uniform Item-Protective Services	\$131.06
				<b>Total</b>	<b>\$292.41</b>

Vendor	Number	Invoice	Account Number	Notes	Amount
Utilities Underground Location Center	48073	9110204	401-534-60-41-00	Locates-Nov 2019	\$18.48
			408-535-60-41-00	Locates-Nov 2019	\$18.48
				<b>Total</b>	<b>\$36.96</b>
Verizon Wireless	48074	9842243798	001-512-50-42-00		\$56.56
			001-514-23-42-00	Cell Phones	\$254.96
			001-524-20-42-00	Cell Phones	\$47.53
			001-575-50-42-01	Cell Phones	\$56.56
			401-534-10-42-01	Cell Phones	\$537.13
			408-535-10-42-01	Cell Phones	\$537.12
		9842243799	001-512-50-42-00	Cell Phones-Court	\$183.11
			001-521-20-45-01	Cell Phones-PD	\$680.15
			001-521-20-45-02	Cell Connection Data-PD	\$802.48
				<b>Total</b>	<b>\$3,155.60</b>
Washington Patriot Construction LLC	48079	Release of Retainage - Public Works Building	412-594-38-62-01	Release of Retainage - Public Works Building	\$83,159.13
				<b>Total</b>	<b>\$83,159.13</b>
Water Management Lab Inc.	48075	180839	401-534-10-41-03	Lab Testing	\$190.00
		181201	401-534-10-41-03	Lab Testing	\$190.00
				<b>Total</b>	<b>\$380.00</b>
Wells Fargo Financial Leasing	48076	5008211602	105-576-80-31-00	Public Works Copier	\$13.94
			401-534-10-31-00	Public Works Copier	\$46.46
			408-535-10-31-00	Public Works Copier	\$18.58
			410-531-38-31-00	Public Works Copier	\$13.93
				<b>Total</b>	<b>\$92.91</b>
Whitworth Pest Solutions, INC	48077	480246	001-575-50-48-00	Pest Control	\$191.33
		480247	001-514-21-48-01	Pest Control	\$109.30
				<b>Total</b>	<b>\$300.63</b>
Zumar Industries Inc	48078	30819	101-542-30-48-02	Sign Sleeves	\$173.65
				<b>Total</b>	<b>\$173.65</b>
				<b>Grand Total</b>	<b>\$592,616.41</b>



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject:</b> 2020 Grant Requests		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>	CGA		AB19-58
	<b>For Agenda of:</b>	11.07.19	11.20.19	12.11.10
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	11.07.19		
<b>Cost of Item:</b>	align="center">\$40,000			
<b>Amount Budgeted:</b>	align="center">\$40,000			
<b>Unexpended Balance:</b>	align="center">\$ 0			
<b>Bars #:</b>	align="center">001.571.20.31.09			
<b>Timeline:</b>				
<b>Submitted By:</b>	align="center">City Clerk			
<b>Fiscal Note:</b>				
<b>Attachments:</b>	Resolution No's. 2019-18, 19, 20, 21, 22, 23,			
<b>SUMMARY STATEMENT:</b>				
<p>The City received applications for grants from the Orting Chamber of Commerce, Orting Farmers Market, Orting food bank, Opportunity Center, (DBA the Haven), Orting Senior Center, and the Orting Valley Recovery Café. All have either non-profit corporation or 501C3 status. City Policy requires that the City Council review and approve all applications for a grants, and determine whether an applicant qualifies for a grant (after review and approval of the application by the Community &amp; Government Affairs Committee). The enclosed proposed Resolution No.'s 2019-18 thru 2018-23, reflect findings by the CGA Committee that the proposed applicants qualify for grants, and authorizes the issuance of a grants, pursuant to a contract entered into between the Mayor and each of the applicants.</p> <p>The City Council reviewed the recommendations of the CGA Committee which are reflected in the amounts indicated individually on each Resolution, for a total of \$40,000 to be dispersed in 2020.</p>				
<b>RECOMMENDED ACTION: MOTION:</b> To approve Resolution No's 2019-18-Orting Chamber of Commerce, 2019-19-Orting Valley Farmers Market, 2019-20-Orting Food Bank, 2019-21-Opportunity Center, 2019-22- Recovery Café, 2019-23-Senior Center, as prepared, for a total of \$40,000.				

## GRANT REQUESTS-2020

GRANT APPLICANT	RECEIVED IN 2019	REQUESTED AMOUNT 2020	BUDGETED AMOUNT 2020
CHAMBER OF COMMERCE	\$2,500	\$15,000	\$1,500
FARMERS MARKET	\$3,000	\$4,000	\$3,000
FOOD BANK	\$3,000	\$3,000	\$3,000
OPPORTUNITY CENTER	\$10,000	\$7,500	\$7,500
RECOVERY CAFÉ	\$10,000	\$15,000	\$10,000
SENIOR CENTER	\$13,000	\$15,000	\$15,000



**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2019-18**

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**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, DECLARING A PUBLIC PURPOSE AND  
AUTHORIZING A CITY GRANT OF FUNDS TO THE  
ORTING CHAMBER OF COMMERCE.**

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**WHEREAS**, the City of Orting has adopted a Grant Policy (the “Policy”) to provide grant funding to organizations which the City Council determines bring significant value to the citizens of Orting and which serve valid municipal purposes; and

**WHEREAS**, in accordance with the Policy, grant funding is provided to organizations upon application, evaluated by the City Council pursuant to the Policy on a case-by-case basis and at various levels of support depending on the value the applicant provides to the community; and

**WHEREAS**, the City received an application for grant funding from the Orting Chamber of Commerce, a nonprofit corporation registered with the State of Washington; and

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on September 5<sup>th</sup>, 2019, and again on November 7<sup>th</sup>, 2019, and recommended approval of the application; and

**WHEREAS**, the City Council finds that the Orting Chamber of Commerce sponsors the Orting Community Float which is a volunteer community group that puts together an Orting Daffodil Float for the Daffodil Festival every year; and

**WHEREAS**, the applicant has represented that this grant shall be used by the applicant to help purchase a new float chassis, and a contract between the City and the applicant shall be executed to that effect prior to the applicant’s receipt of the grant funding described herein; and

**WHEREAS**, the City Council finds that funding the aforementioned organization/activity serves the valid municipal purposes of promoting community participation and providing an opportunity for strengthening the City’s sense of community; and

**WHEREAS**, the City Council finds that the Orting Chamber of Commerce’s application meets the requirements of the City’s Policy, and qualifies for grant funding as an organization 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 the Orting Chamber of Commerce serves the valid municipal purposes described herein, and that the described intent for the requested funding is instrumental in ensuring that the organization meets those purposes.

**Section 2. Authorization for Sponsorship of Event.** The City Council authorizes the City's grant funding Orting Chamber of Commerce, pursuant to the City's Policy, in the amount of \$1,500. The Mayor is authorized to enter into a contract with the Orting Chamber of Commerce to memorialize the City's grant funding 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 11<sup>th</sup> DAY OF DECEMBER, 2019.**

CITY OF ORTING

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

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

## **AGREEMENT FOR GRANT FUNDS**

THIS AGREEMENT FOR GRANT (CIVIC IMPROVEMENT) FUNDS (this "Agreement") is entered into the date last below written between the City of Orting, a Washington state municipal corporation (the "City") and Chamber of Commerce (the "Recipient").

WHEREAS, the Recipient submitted a proposal for Grant funds (Civic Improvement Fund) for services as described in Attachment A (the "Application"); and

WHEREAS, upon recommendation of the City Council's Community and Government Affairs Committee and approval by City Council at their December 11<sup>th</sup>, 2019 meeting, the City has awarded a contract for the services as described in the Attachment A; and

WHEREAS, the Recipient has the expertise and experience to arrange for said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Recipient as follows:

### 1. SERVICES BY RECIPIENT

The Recipient shall arrange for the services as specified in this Agreement and as necessary to accomplish the scope of work described in the Application. The Recipient shall arrange for all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The Recipient shall execute this Agreement by, December 31<sup>st</sup>, 2019, in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2020.

Recipient shall identify all activities in promotional and other business materials as having been funded by the City of Orting.

### 2. PAYMENT

A. The City shall pay the Recipient ONE THOUSAND FIVE HUNDRED Dollars (\$1,500) for all services performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work described in the Application, to be billed in ONE LUMP SUM.

### 3. REPORT ON EXECUTION OF SERVICES

The Recipient shall submit an oral report to the City Council and a written report on services [provided with the final invoices]. The written report shall be submitted no later than August 1<sup>st</sup>, 2020. This report should be no longer than two pages long, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the work described in Attachment A.

- Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
- Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
- Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
- Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.
- Provide a good faith best-estimate of actual attendance generated by the proposal.
- Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

The oral component of the report shall discuss the aforementioned items as well, and shall be made by the Recipient at a Regular or Special City Council Meeting, which will usually take place during the month of September. Recipients will be informed of the date by the City Clerk.

Completion of the aforementioned reporting requirement does not excuse the Recipient from completing the services required pursuant to this Agreement.

#### 4. INSPECTION AND AUDIT

The Recipient shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Recipient shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Recipient shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Recipient shall provide the city with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### 5. INDEPENDENT CONTRACTOR

A. The Recipient and the City understand and expressly agree that the Recipient is an independent contractor in the performance of each and every part of this Agreement. The Recipient expressly represents, warrants and agrees that his status as an independent contractor in



the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Recipient, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Recipient shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Recipient shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Recipient shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Recipient performs hereunder.

## 6. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Recipient agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

B. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

## 7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31<sup>st</sup>, 2020, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Recipient pursuant to this Agreement shall be submitted to the City, and the Recipient shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.

## 8. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

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## 9. GENERAL ADMINISTRATION AND MANAGEMENT

The City Administrator of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

## 10. HOLD HARMLESS AND INDEMNIFICATION

A. The Recipient agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Recipient, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Recipient under this Agreement.

B. In the event that the Recipient and the City are both negligent, then the Recipient's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Recipient, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Recipient under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Recipient. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the Recipient's work when completed shall not be grounds to void, nullify and/or invalidate any of these covenants of indemnification.

E. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## 12. 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.

13. ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Recipient to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Recipient as stated herein.

14. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

15. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

16. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

17. NON-WAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

18. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

City Clerk  
City of Orting  
110 Train Street SE  
PO Box 489  
Orting, WA 98360  
360.893.2219 Ext. 133

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

19. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

21. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce County, Washington.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, CITY and the CONSULTANT have executed this agreement as of the date first written above.

**CITY OF ORTING**

By: \_\_\_\_\_

Date:

RECIPIENT: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date:



**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2019-19**

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**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, DECLARING A PUBLIC PURPOSE AND  
AUTHORIZING A CITY GRANT OF FUNDS TO ORTING  
VALLEY FARMERS MARKET.**

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**WHEREAS**, the City of Orting has adopted a Grant Policy (the “Policy”) to provide grant funding to organizations which the City Council determines bring significant value to the citizens of Orting and which serve valid municipal purposes; and

**WHEREAS**, in accordance with the Policy, grant funding is provided to organizations upon application, evaluated by the City Council pursuant to the Policy on a case-by-case basis and at various levels of support depending on the value the applicant provides to the community; and

**WHEREAS**, the City received an application for grant funding from the **Orting Valley Famers Market**, a nonprofit corporation registered with the State of Washington; and

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on September 5<sup>th</sup>, 2019, and again on November 7<sup>th</sup>, 2019, and recommended approval of the application; and

**WHEREAS**, the City Council finds that the Orting Valley Farmers Market operates the Orting Famers Market in Orting, which provide an annual, every Friday Event for farmers and crafters to be able to share their goods, produce and wares with the Orting Community and visiting tourists; and

**WHEREAS**, the applicant has represented that this grant shall be used by the applicant for the running of these events, and a contract between the City and the applicant shall be executed to that effect prior to the applicant’s receipt of the grant funding described herein; and

**WHEREAS**, the City Council finds that funding the aforementioned organization/activity promotes community participation and the health, safety and welfare of the community’s citizens and their families, and serves the valid municipal purposes of attracting business to the community, promoting volunteerism, and community participation; and

**WHEREAS**, the City Council finds that the Orting Valley Famers Market’s application meets the requirements of the City’s Policy, and qualifies for grant funding as an organization 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 the Orting Valley Famers Market serves the valid municipal purposes described herein, and that the described intent for the requested funding is instrumental in ensuring that the organization meets those purposes.

**Section 2. Authorization for Sponsorship of Event.** The City Council authorizes the City's grant funding Orting Valley Famers Market, pursuant to the City's Policy, in the amount of \$3,000. The Mayor is authorized to enter into a contract with the Orting Valley Famers Market to memorialize the City's grant funding 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 11<sup>th</sup> DAY OF DECEMBER, 2019.**

CITY OF ORTING

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

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

## **AGREEMENT FOR GRANT FUNDS**

THIS AGREEMENT FOR GRANT (CIVIC IMPROVEMENT) FUNDS (this "Agreement") is entered into the date last below written between the City of Orting, a Washington state municipal corporation (the "City") and Orting Valley Farmers Market (the "Recipient").

WHEREAS, the Recipient submitted a proposal for Grant funds (Civic Improvement Fund) for services as described in Attachment A (the "Application"); and

WHEREAS, upon recommendation of the City Council's Community and Government Affairs Committee and approval by City Council at their December 11<sup>th</sup>, 2019 meeting, the City has awarded a contract for the services as described in the Attachment A; and

WHEREAS, the Recipient has the expertise and experience to arrange for said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Recipient as follows:

### **1. SERVICES BY RECIPIENT**

The Recipient shall arrange for the services as specified in this Agreement and as necessary to accomplish the scope of work described in the Application. The Recipient shall arrange for all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The Recipient shall execute this Agreement by, December 31<sup>st</sup>, 2019, in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2020.

Recipient shall identify all activities in promotional and other business materials as having been funded by the City of Orting.

### **2. PAYMENT**

A. The City shall pay the Recipient THREE THOUSAND Dollars (\$3,000) for all services performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work described in the Application, to be billed in ONE LUMP SUM.

### **3. REPORT ON EXECUTION OF SERVICES**

The Recipient shall submit an oral report to the City Council and a written report on services [provided with the final invoice]. The written report shall be submitted no later than August 1<sup>st</sup>, 2020. This report should be no longer than two pages long, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the work described in Attachment A.
- Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?

- Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
- Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
- Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.
- Provide a good faith best-estimate of actual attendance generated by the proposal.
- Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

The oral component of the report shall discuss the aforementioned items as well, and shall be made by the Recipient at a Regular or Special City Council Meeting, which will usually take place during the month of September. Recipients will be informed of the date by the City Clerk.

Completion of the aforementioned reporting requirement does not excuse the Recipient from completing the services required pursuant to this Agreement.

#### 4. INSPECTION AND AUDIT

The Recipient shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Recipient shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Recipient shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Recipient shall provide the city with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### 5. INDEPENDENT CONTRACTOR

A. The Recipient and the City understand and expressly agree that the Recipient is an independent contractor in the performance of each and every part of this Agreement. The Recipient expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Recipient, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the

services required under this Agreement. The Recipient shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Recipient shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Recipient shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Recipient performs hereunder.

## 6. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Recipient agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

B. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

## 7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31<sup>st</sup>, 2020, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Recipient pursuant to this Agreement shall be submitted to the City, and the Recipient shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.

## 8. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

## 9. GENERAL ADMINISTRATION AND MANAGEMENT



The City Administrator of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

#### 10. HOLD HARMLESS AND INDEMNIFICATION

A. The Recipient agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Recipient, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Recipient under this Agreement.

B. In the event that the Recipient and the City are both negligent, then the Recipient's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Recipient, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Recipient under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Recipient. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the Recipient's work when completed shall not be grounds to void, nullify and/or invalidate any of these covenants of indemnification.

E. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

#### 12. 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.

## 13. ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Recipient to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Recipient as stated herein.

## 14. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

## 15. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

#### 16. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

#### 17. NON-WAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

#### 18. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

City Clerk  
City of Orting  
110 Train Street SE  
PO Box 489  
Orting, WA 98360  
360.893.2219 Ext. 133

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

#### 19. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

#### 20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

21. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce County, Washington.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, CITY and the CONSULTANT have executed this agreement as of the date first written above.

**CITY OF ORTING**

By: \_\_\_\_\_

Date:

RECIPIENT: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date:

**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2019-20**

---

**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, DECLARING A PUBLIC PURPOSE AND  
AUTHORIZING A CITY GRANT OF FUNDS TO ORTING  
FOOD BANK.**

---

**WHEREAS**, the City of Orting has adopted a Grant Policy (the “Policy”) to provide grant funding to organizations which the City Council determines bring significant value to the citizens of Orting and which serve valid municipal purposes; and

**WHEREAS**, in accordance with the Policy, grant funding is provided to organizations upon application, evaluated by the City Council pursuant to the Policy on a case-by-case basis and at various levels of support depending on the value the applicant provides to the community; and

**WHEREAS**, the City received an application for grant funding from the Orting Food Bank, a nonprofit corporation registered with the State of Washington; and

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on September 5<sup>th</sup>, 2019, and again on November 7<sup>th</sup>, 2019, and recommended approval of the application; and

**WHEREAS**, the City Council finds that the Orting Food Bank operates the Orting Food Bank in Orting, which provides food, necessities and funds to help out low-income members of the Orting Community at their hardest time of need; and

**WHEREAS**, the applicant has represented that this grant shall be used by the applicant as follows: (1) \$1,500 to provide assistance with paying utility bills to restore water service with the City of Orting and; (2) \$1,500 will be used for day to day operations of the Food Bank, and a contract between the City and the applicant shall be executed to that effect prior to the applicant’s receipt of the grant funding described herein; and

**WHEREAS**, the City Council finds that funding the aforementioned organization/activity serves the valid municipal purposes of promoting community participation and the health, safety and welfare of the community’s most vulnerable citizens and their families; and

**WHEREAS**, the City Council finds that the Orting Food Bank’s application meets the requirements of the City’s Policy, and qualifies for grant funding as an organization 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 the Orting Food Bank serves the valid municipal purposes described herein, and that the described intent for the requested funding is instrumental in ensuring that the organization meets those purposes.

**Section 2. Authorization for Sponsorship of Event.** The City Council authorizes the City's grant funding Orting Food Bank, pursuant to the City's Policy, in the amount of \$3,000. The Mayor is authorized to enter into a contract with the Orting Food Bank to memorialize the City's grant funding 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 11<sup>th</sup> DAY OF DECEMBER, 2018.**

CITY OF ORTING

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

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

## AGREEMENT FOR GRANT FUNDS

THIS AGREEMENT FOR GRANT (CIVIC IMPROVEMENT) FUNDS (this "Agreement") is entered into the date last below written between the City of Orting, a Washington state municipal corporation (the "City") and **Food Bank** (the "Recipient").

WHEREAS, the Recipient submitted a proposal for Grant funds (Civic Improvement Fund) for services as described in Attachment A (the "Application"); and

WHEREAS, upon recommendation of the City Council's Community and Government Affairs Committee and approval by City Council at their December 11<sup>th</sup>, 2019 meeting, the City has awarded a contract for the services as described in the Attachment A; and

WHEREAS, the Recipient has the expertise and experience to arrange for said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Recipient as follows:

### 1. SERVICES BY RECIPIENT

The Recipient shall arrange for the services as specified in this Agreement and as necessary to accomplish the scope of work described in the Application. The Recipient shall arrange for all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The Recipient shall execute this Agreement by, December 31<sup>st</sup>, 2019, in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2020.

Recipient shall identify all activities in promotional and other business materials as having been funded by the City of Orting.

### 2. PAYMENT

A. The City shall pay the Recipient THREE THOUSAND Dollars (\$3,000) for all services performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work described in the Application, to be billed in ONE LUMP SUM.

### 3. REPORT ON EXECUTION OF SERVICES

The Recipient shall submit an oral report to the City Council and a written report on services [provided with the final invoice]. The written report shall be submitted no later than August 1<sup>st</sup>, 2020. This report should be no longer than two pages long, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the work described in Attachment A.
- Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?

- Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
- Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
- Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.
- Provide a good faith best-estimate of actual attendance generated by the proposal.
- Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

The oral component of the report shall discuss the aforementioned items as well, and shall be made by the Recipient at a Regular or Special City Council Meeting, which will usually take place during the month of September. Recipients will be informed of the date by the City Clerk.

Completion of the aforementioned reporting requirement does not excuse the Recipient from completing the services required pursuant to this Agreement.

#### 4. INSPECTION AND AUDIT

The Recipient shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Recipient shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Recipient shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Recipient shall provide the city with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### 5. INDEPENDENT CONTRACTOR

A. The Recipient and the City understand and expressly agree that the Recipient is an independent contractor in the performance of each and every part of this Agreement. The Recipient expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Recipient, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the

services required under this Agreement. The Recipient shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Recipient shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Recipient shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Recipient performs hereunder.

## 6. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Recipient agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

B. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

## 7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31<sup>st</sup>, 2020, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Recipient pursuant to this Agreement shall be submitted to the City, and the Recipient shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.

## 8. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

## 9. GENERAL ADMINISTRATION AND MANAGEMENT

The City Administrator of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

#### 10. HOLD HARMLESS AND INDEMNIFICATION

A. The Recipient agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Recipient, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Recipient under this Agreement.

B. In the event that the Recipient and the City are both negligent, then the Recipient's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Recipient, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Recipient under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Recipient. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the Recipient's work when completed shall not be grounds to void, nullify and/or invalidate any of these covenants of indemnification.

E. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

#### 12. 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.

13. ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Recipient to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Recipient as stated herein.

14. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

15. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

#### 16. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

#### 17. NON-WAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

#### 18. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

City Clerk  
City of Orting  
110 Train Street SE  
PO Box 489  
Orting, WA 98360  
360.893.2219 Ext. 133

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

#### 19. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

#### 20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

21. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce County, Washington.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, CITY and the CONSULTANT have executed this agreement as of the date first written above.

**CITY OF ORTING**

By: \_\_\_\_\_

Date:

RECIPIENT: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date:

**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2019-21**

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**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, DECLARING A PUBLIC PURPOSE AND  
AUTHORIZING A CITY GRANT OF FUNDS TO  
OPPORTUNITY CENTER OF ORTING.**

---

**WHEREAS**, the City of Orting has adopted a Grant Policy (the “Policy”) to provide grant funding to organizations which the City Council determines bring significant value to the citizens of Orting and which serve valid municipal purposes; and

**WHEREAS**, in accordance with the Policy, grant funding is provided to organizations upon application, evaluated by the City Council pursuant to the Policy on a case-by-case basis and at various levels of support depending on the value the applicant provides to the community; and

**WHEREAS**, the City received an application for grant funding from Opportunity Center of Orting, a nonprofit corporation registered with the State of Washington; and

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on September 5<sup>th</sup>, 2018, and again on November 7<sup>th</sup>, 2019, and recommended approval of the application; and

**WHEREAS**, the City Council finds that the Opportunity Center of Orting operates the Haven Teen Center in Orting, whose mission is “To empower Orting’s to become independent, successful, contributing members of the community,” and who offers teens in the community a variety of activities and events, free classes and volunteer opportunities; and

**WHEREAS**, applicant has represented that this grant shall be used by the applicant for the salary of a program director at the Haven Teen Center, and a contract between the City and the applicant shall be executed to that effect prior to the applicant’s receipt of the grant funding described herein; and

**WHEREAS**, the City Council finds that funding the aforementioned organization/activity promotes community participation and the health, safety and welfare of the community’s teens and their families, and serves the valid municipal purposes of providing an opportunity to strengthen the City’s commitment to teens and their families, and the applicant seeks to engage the entire community by promoting volunteerism, charity, and community participation; and

**WHEREAS**, the City Council finds that the Opportunity Center of Orting’s application meets the requirements of the City’s Policy, and qualifies for grant funding as an organization 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 the Opportunity Center of Orting's Haven Teen Center serves the valid municipal purposes described herein, and a program director is instrumental in ensuring that the organization meets those purposes.

**Section 2. Authorization for Sponsorship of Event.** The City Council authorizes the City's grant funding Opportunity Center of Orting, pursuant to the City's Policy, in the amount of \$ 7,500. The Mayor is authorized to enter into a contract with the Opportunity Center of Orting to memorialize the City's grant funding 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 11<sup>TH</sup> DAY OF DECEMBER, 2019.**

CITY OF ORTING

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

ATTEST/AUTHENTICATED:

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

Approved as to form:

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



## **AGREEMENT FOR GRANT FUNDS**

THIS AGREEMENT FOR GRANT (CIVIC IMPROVEMENT) FUNDS (this "Agreement") is entered into the date last below written between the City of Orting, a Washington state municipal corporation (the "City") and Opportunity Center (the "Recipient").

WHEREAS, the Recipient submitted a proposal for Grant funds (Civic Improvement Fund) for services as described in Attachment A (the "Application"); and

WHEREAS, upon recommendation of the City Council's Community and Government Affairs Committee and approval by City Council at their December 11<sup>th</sup>, 2019 meeting, the City has awarded a contract for the services as described in the Attachment A; and

WHEREAS, the Recipient has the expertise and experience to arrange for said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Recipient as follows:

### **1. SERVICES BY RECIPIENT**

The Recipient shall arrange for the services as specified in this Agreement and as necessary to accomplish the scope of work described in the Application. The Recipient shall arrange for all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The Recipient shall execute this Agreement by, December 31<sup>st</sup>, 2019, in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2020.

Recipient shall identify all activities in promotional and other business materials as having been funded by the City of Orting.

### **2. PAYMENT**

A. The City shall pay the Recipient SEVEN THOUSAND FIVE HUNDRED Dollars (\$7,500) for all services performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work described in the Application, to be billed in TWELVE MONTHLY PAYMENTS.

B. The Recipient shall submit MONTHLY invoices for services performed in a format acceptable to the City. The Recipient shall maintain time and expense records and provide them to the City upon request.

C. [All invoices shall be paid by mailing a city check within sixty (60) days of receipt of a proper invoice.]

D. If the services rendered do not meet the requirements of this Agreement, the Recipient shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

### 3. REPORT ON EXECUTION OF SERVICES

The Recipient shall submit an oral report to the City Council and a written report on services [provided with the final invoice]. The written report shall be submitted no later than August 1<sup>st</sup>, 2020. This report should be no longer than two pages long, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the work described in Attachment A.
- Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
- Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
- Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
- Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.
- Provide a good faith best-estimate of actual attendance generated by the proposal.
- Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

The oral component of the report shall discuss the aforementioned items as well, and shall be made by the Recipient at a Regular or Special City Council Meeting, which will usually take place during the month of September. Recipients will be informed of the date by the City Clerk.

Completion of the aforementioned reporting requirement does not excuse the Recipient from completing the services required pursuant to this Agreement.

### 4. INSPECTION AND AUDIT

The Recipient shall maintain all books, records, documents and other evidence **pertaining** to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Recipient shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Recipient shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies

any discrepancy in such financial records, the Recipient shall provide the city with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

## 5. INDEPENDENT CONTRACTOR

A. The Recipient and the City understand and expressly agree that the Recipient is an independent contractor in the performance of each and every part of this Agreement. The Recipient expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Recipient, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Recipient shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Recipient shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Recipient shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Recipient performs hereunder.

## 6. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Recipient agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

B. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

## 7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31<sup>st</sup>, 2020, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished

documents, reports, or other material or work of the Recipient pursuant to this Agreement shall be submitted to the City, and the Recipient shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.

## 8. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

## 9. GENERAL ADMINISTRATION AND MANAGEMENT

The City Administrator of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

## 10. HOLD HARMLESS AND INDEMNIFICATION

A. The Recipient agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Recipient, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Recipient under this Agreement.

B. In the event that the Recipient and the City are both negligent, then the Recipient's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Recipient, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Recipient under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Recipient. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the Recipient's work when completed shall not be grounds to void, nullify and/or invalidate any of these covenants of indemnification.

E. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## 12. 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.

13. ASSIGNING CONTRACT



This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Recipient to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Recipient as stated herein.

#### 14. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

#### 15. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

#### 16. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

#### 17. NON-WAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

#### 18. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

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

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

19. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

21. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce County, Washington.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, CITY and the CONSULTANT have executed this agreement as of the date first written above.

**CITY OF ORTING**

By: \_\_\_\_\_

Date:

RECIPIENT: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date:

**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2019-22**

---

**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, DECLARING A PUBLIC PURPOSE AND  
AUTHORIZING A CITY GRANT OF FUNDS TO ORTING  
VALLEY RECOVERY CAFE.**

---

**WHEREAS**, the City of Orting has adopted a Grant Policy (the “Policy”) to provide grant funding to organizations which the City Council determines bring significant value to the citizens of Orting and which serve valid municipal purposes; and

**WHEREAS**, in accordance with the Policy, grant funding is provided to organizations upon application, evaluated by the City Council pursuant to the Policy on a case-by-case basis and at various levels of support depending on the value the applicant provides to the community; and

**WHEREAS**, the City received an application for grant funding from the Recovery Café, Orting Valley, a nonprofit corporation registered with the State of Washington; and

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on September 5<sup>th</sup>, 2019, and again on November 7<sup>th</sup>, 2019, and recommended approval of the application; and

**WHEREAS**, the City Council finds that the Orting Valley, Recovery Café opened its doors on November 17<sup>th</sup>, 2018, to operate a Recovery Café in Orting, which provides a safe caring environment where folks who truly want to break the lifestyle of addiction can find the support the Orting Valley Community needs; and

**WHEREAS**, the applicant has represented that this grant shall be used by the applicant to fund programs and for purchases of office equipment, website start up fees, and a contract between the City and the applicant shall be executed to that effect prior to the applicant’s receipt of the grant funding described herein; and

**WHEREAS**, the City Council finds that funding the aforementioned organization/activity serves the valid municipal purposes of promoting community participation and the health, safety and welfare of the community’s citizens and their families; and

**WHEREAS**, the City Council finds that the Orting Valley Recovery Café’s application meets the requirements of the City’s Policy, and qualifies for grant funding as an organization 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 the Orting Valley Recovery Café serves the valid municipal purposes described herein, and that the described intent for the requested funding is instrumental in ensuring that the organization meets those purposes.

**Section 2. Authorization for Sponsorship of Event.** The City Council authorizes the City's grant funding Tacoma Recovery Café, pursuant to the City's Policy, in the amount of \$10,000. The Mayor is authorized to enter into a contract with the Tacoma Recovery Café to memorialize the City's grant funding 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 11<sup>TH</sup> DAY OF DECEMBER, 2019.**

CITY OF ORTING

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

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

## **AGREEMENT FOR GRANT FUNDS**

THIS AGREEMENT FOR GRANT (CIVIC IMPROVEMENT) FUNDS (this "Agreement") is entered into the date last below written between the City of Orting, a Washington state municipal corporation (the "City") and Recovery Café (the "Recipient").

WHEREAS, the Recipient submitted a proposal for Grant funds (Civic Improvement Fund) for services as described in Attachment A (the "Application"); and

WHEREAS, upon recommendation of the City Council's Community and Government Affairs Committee and approval by City Council at their December 11<sup>th</sup>, 2019 meeting, the City has awarded a contract for the services as described in the Attachment A; and

WHEREAS, the Recipient has the expertise and experience to arrange for said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Recipient as follows:

### **1. SERVICES BY RECIPIENT**

The Recipient shall arrange for the services as specified in this Agreement and as necessary to accomplish the scope of work described in the Application. The Recipient shall arrange for all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The Recipient shall execute this Agreement by, December 31<sup>st</sup>, 2019, in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2020.

Recipient shall identify all activities in promotional and other business materials as having been funded by the City of Orting.

### **2. PAYMENT**

A. The City shall pay the Recipient TEN THOUSAND Dollars (\$10,000) for all services performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work described in the Application, to be billed in TWELVE MONTHLY PAYMENTS.

B. The Recipient shall submit monthly invoices for services performed, in a format acceptable to the City. The Recipient shall maintain time and expense records and provide them to the City upon request.

C. [All invoices shall be paid by mailing a city check within sixty (60) days of receipt of a proper invoice.]

D. If the services rendered do not meet the requirements of this Agreement, the Recipient shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

### 3. REPORT ON EXECUTION OF SERVICES

The Recipient shall submit an oral report to the City Council and a written report on services [provided with the final invoice]. The written report shall be submitted no later than August 1<sup>st</sup>, 2020. This report should be no longer than two pages long, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the work described in Attachment A.
- Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
- Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
- Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
- Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.
- Provide a good faith best-estimate of actual attendance generated by the proposal.
- Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

The oral component of the report shall discuss the aforementioned items as well, and shall be made by the Recipient at a Regular or Special City Council Meeting, which will usually take place during the month of September. Recipients will be informed of the date by the City Clerk.

Completion of the aforementioned reporting requirement does not excuse the Recipient from completing the services required pursuant to this Agreement.

### 4. INSPECTION AND AUDIT

The Recipient shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Recipient shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Recipient shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies



any discrepancy in such financial records, the Recipient shall provide the city with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

## 5. INDEPENDENT CONTRACTOR

A. The Recipient and the City understand and expressly agree that the Recipient is an independent contractor in the performance of each and every part of this Agreement. The Recipient expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Recipient, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Recipient shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Recipient shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Recipient shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Recipient performs hereunder.

## 6. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Recipient agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

B. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

## 7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31<sup>st</sup>, 2020, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished

documents, reports, or other material or work of the Recipient pursuant to this Agreement shall be submitted to the City, and the Recipient shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.

## 8. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

## 9. GENERAL ADMINISTRATION AND MANAGEMENT

The City Administrator of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

## 10. HOLD HARMLESS AND INDEMNIFICATION

A. The Recipient agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Recipient, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Recipient under this Agreement.

B. In the event that the Recipient and the City are both negligent, then the Recipient's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Recipient, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Recipient under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Recipient. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the Recipient's work when completed shall not be grounds to void, nullify and/or invalidate any of these covenants of indemnification.

E. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## 12. 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.

13. ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Recipient to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Recipient as stated herein.

#### 14. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

#### 15. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

#### 16. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

#### 17. NON-WAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

#### 18. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

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

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

19. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

21. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce County, Washington.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, CITY and the CONSULTANT have executed this agreement as of the date first written above.

**CITY OF ORTING**

By: \_\_\_\_\_

Date:

RECIPIENT: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date:

**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2019-23**

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**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, DECLARING A PUBLIC PURPOSE AND  
AUTHORIZING A CITY GRANT OF FUNDS TO ORTING  
SENIOR CENTER ORGANIZATION.**

---

**WHEREAS**, the City of Orting has adopted a Grant Policy (the “Policy”) to provide grant funding to organizations which the City Council determines bring significant value to the citizens of Orting and which serve valid municipal purposes; and

**WHEREAS**, in accordance with the Policy, grant funding is provided to organizations upon application, evaluated by the City Council pursuant to the Policy on a case-by-case basis and at various levels of support depending on the value the applicant provides to the community; and

**WHEREAS**, the City received an application for grant funding from the Orting Senior Center Organization, a nonprofit corporation registered with the State of Washington; and

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on September 5<sup>th</sup>, 2019, , and again on November 7<sup>th</sup>, 2019, and recommended approval of the application; and

**WHEREAS**, the City Council finds that the Orting Senior Center Organization operates the Orting Senior Center in Orting, which offers events, activities, luncheons, and other services for the Orting Senior Citizens in the Orting Community; and

**WHEREAS**, applicant has represented that this grant shall be used by the applicant for the maintenance and updating of programs and services so as to ensure they run smoothly and efficiently, and a contract between the City and the applicant shall be executed to that effect prior to the applicant’s receipt of the grant funding described herein; and

**WHEREAS**, the City Council finds that funding the aforementioned organization/activity promotes community participation and the health, safety and welfare of the community’s senior citizens and their families, and serves the valid municipal purposes of providing an opportunity to strengthen the City’s commitment to seniors and their families, and the applicant seeks to engage the entire community by promoting volunteerism, charity, and community participation; and

**WHEREAS**, the City Council finds that the Orting Senior Center Organization’s applicatiou meets the requirements of the City’s Policy, and qualifies for grant funding as an organization 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 the Orting Senior Center Organization and its Orting Senior Center serve the valid municipal purposes described herein, and that the described intent for the requested funding is instrumental in ensuring that the organization meets those purposes.

**Section 2. Authorization for Sponsorship of Event.** The City Council authorizes the City's grant funding Orting Senior Center Organization, pursuant to the City's Policy, in the amount of \$15,000. The Mayor is authorized to enter into a contract with the Orting Senior Center Organization to memorialize the City's grant funding 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 11<sup>th</sup> DAY OF DECEMBER, 2019.**

CITY OF ORTING

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

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

## **AGREEMENT FOR GRANT FUNDS**

THIS AGREEMENT FOR GRANT (CIVIC IMPROVEMENT) FUNDS (this "Agreement") is entered into the date last below written between the City of Orting, a Washington state municipal corporation (the "City") and Senior Center (the "Recipient").

WHEREAS, the Recipient submitted a proposal for Grant funds (Civic Improvement Fund) for services as described in Attachment A (the "Application"); and

WHEREAS, upon recommendation of the City Council's Community and Government Affairs Committee and approval by City Council at their December 11<sup>th</sup>, 2019 meeting, the City has awarded a contract for the services as described in the Attachment A; and

WHEREAS, the Recipient has the expertise and experience to arrange for said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Recipient as follows:

### **1. SERVICES BY RECIPIENT**

The Recipient shall arrange for the services as specified in this Agreement and as necessary to accomplish the scope of work described in the Application. The Recipient shall arrange for all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The Recipient shall execute this Agreement by, December 31<sup>st</sup>, 2019, in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2020.

Recipient shall identify all activities in promotional and other business materials as having been funded by the City of Orting.

### **2. PAYMENT**

A. The City shall pay the Recipient FIFTEEN THOUSAND Dollars (\$15,000) for all services performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work described in the Application, to be billed in TWELVE MONTHLY PAYMENTS.

B. The Recipient shall submit monthly invoices for services performed, in a format acceptable to the City. The Recipient shall maintain time and expense records and provide them to the City upon request.

C. [All invoices shall be paid by mailing a city check within sixty (60) days of receipt of a proper invoice.]

D. If the services rendered do not meet the requirements of this Agreement, the Recipient shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

### 3. REPORT ON EXECUTION OF SERVICES

The Recipient shall submit an oral report to the City Council and a written report on services [provided with the final invoice]. The written report shall be submitted no later than August 1<sup>st</sup>, 2020. This report should be no longer than two pages long, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the work described in Attachment A.
- Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
- Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
- Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
- Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.
- Provide a good faith best-estimate of actual attendance generated by the proposal.
- Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

The oral component of the report shall discuss the aforementioned items as well, and shall be made by the Recipient at a Regular or Special City Council Meeting, which will usually take place during the month of September. Recipients will be informed of the date by the City Clerk.

Completion of the aforementioned reporting requirement does not excuse the Recipient from completing the services required pursuant to this Agreement.

### 4. INSPECTION AND AUDIT

The Recipient shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Recipient shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Recipient shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies

any discrepancy in such financial records, the Recipient shall provide the city with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

## 5. INDEPENDENT CONTRACTOR

A. The Recipient and the City understand and expressly agree that the Recipient is an independent contractor in the performance of each and every part of this Agreement. The Recipient expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Recipient, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Recipient shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Recipient shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Recipient shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Recipient performs hereunder.

## 6. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Recipient agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

B. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

## 7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31<sup>st</sup>, 2020, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished

documents, reports, or other material or work of the Recipient pursuant to this Agreement shall be submitted to the City, and the Recipient shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.

#### 8. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

#### 9. GENERAL ADMINISTRATION AND MANAGEMENT

The City Administrator of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

#### 10. HOLD HARMLESS AND INDEMNIFICATION

A. The Recipient agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Recipient, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Recipient under this Agreement.

B. In the event that the Recipient and the City are both negligent, then the Recipient's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Recipient, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Recipient under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Recipient. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the Recipient's work when completed shall not be grounds to void, nullify and/or invalidate any of these covenants of indemnification.

E. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

#### 12. 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.

13. ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Recipient to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Recipient as stated herein.

#### 14. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

#### 15. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

#### 16. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

#### 17. NON-WAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

#### 18. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

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



Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

19. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

21. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce County, Washington.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, CITY and the CONSULTANT have executed this agreement as of the date first written above.

**CITY OF ORTING**

By: \_\_\_\_\_

Date:

RECIPIENT: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date:



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Date</b>
<b>Subject:</b> Council Committee selection for the year 2020	<b>AB19-81</b>			
		<b>DM Hogan, Mayor Penner, CM Gunther</b>	11.20.19	<b>12.11.19</b>
	<b>Department:</b>	Executive/Deputy Mayor		
	<b>Date Submitted:</b>	11.20.19		
	<b>Cost of Item:</b>	_ \$		
<b>Amount Budgeted:</b>	_ \$			
<b>Unexpended Balance:</b>	_ \$			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>				
<b>Fiscal Note:</b>				
<b>Attachments:</b> – Committee Scopes				
<b>SUMMARY STATEMENT:</b>				
<p>An appointment committee consisting of the Deputy Mayor, one councilmember and the Mayor shall recommend assignments for the Council Committee Chair and Vice-Chair positions, in accordance with the following procedure:</p> <p>The appointment committee shall provide recommendations for Council Committee assignments to the full Council for its approval no later than the first regular meeting in January.</p> <p>a) Each Council member shall be assigned to at least one (1) Council Committee, with the exception of the Deputy Mayor who shall chair the study session.</p> <p>b) Chairperson selection shall be based on seniority, balance of experience, knowledge and interest prior to assignment.</p> <p>c) The appointment committee shall give weighted consideration for those working on long range project.</p> <p>Deputy Mayor Hogan, The Mayor, and Councilmember Gunther, met on November 28<sup>th</sup>, to discuss committee assignments.</p>				
<p><b>RECOMMENDED ACTION: MOTION: To approve the following Council Committee assignments,</b>  <b>CGA – CM _____, and CM _____,</b>  <b>PW- CM _____, and CM _____,</b>  <b>PS- CM _____, and CM _____.</b></p>				

# 2020 Council Standing Committees

## Scopes of Authorities

(Please note some descriptions are absent)

### 1. **COMMUNITY AND GOVERNMENT AFFAIRS COMMITTEE:**

The CGA Committee, considers matters related to **Council training, procedures and communication** and makes **recommendations designed to improve and expedite the business and procedure of Council, and its committees**, proposes to Council any **amendments to the rules** deemed necessary regarding the organization of the Council, **including parliamentary procedure**, it may consider **any matter of a general nature**.

The CGA also considers the following:

- A. **Social issues**
  - B. **Economic development**
  - C. **Grants-** Reviews grant applications and makes recommendations to Council.
  - D. **Sponsorship-** Review's applications and makes recommendations to Council
  - E. **Parks-** In conjunction with City Staff, considers matters related to Parks, Parks Board and Orting Recreation programs.
  - F. **Cemetery** - In conjunction with City Staff, review the policies, procedures as well as financial health of the cemetery.
  - G. **Lodging** -Lodging tax is discussed on a quarterly basis with a community business owner.
- \* **Facility Issues directly related to Administrative staff**

### 2. **PUBLIC SAFETY COMMITTEE:**

Public Safety Committee, in conjunction with City Staff, may consider issues related to the **public health, safety and welfare of the citizens** of Orting including but not limited to, **law enforcement, fire safety, court, animal control, and emergency services**.

The Public Safety Committee also considers issues relating to the following:

- A. **Emergency Preparedness-** In conjunction with City Staff, considers matters related to Emergency Management, and will continuously analyze all risks which expose the city to potential disruption and oversee the development of emergency preparedness and response and evacuation plans.

\***Facility Issues related to Public Safety**

### 3. **PUBLIC WORKS COMMITTEE:**

The Public Works Committee, in conjunction with City Staff, considers matters related to **water, sewer, solid waste, recycling, utility franchises, and storm water management**. The Committee **tracks capital projects and makes recommendations to the Council for capital improvements**. They also address matters relating to the following:

- A. **Transportation matters**
- B. **Capital improvement programs**
- C. **Transit**
- D. **Streets, street lighting**
- E. **Signalization**
- F. **Pedestrian safety.**
- G. **Annual chip seal program making recommendations to Council for street and sidewalk improvements.**
- H. **Technology**
- I. **Emergency Evacuation Bridge**

**\*Facility Issues Related to Public Works**

### 4. **STUDY SESSION**

**Finance** -Considers matters related to the financial issues of the City including the budget, general fiscal and financial health, rates and fees, and the state financial audit. The Treasurer compiles periodic budget and financial reports and shares them with the Council.

***Goal: Introduction & first pass at ordinances and resolutions. Deep dive into committee matters. Legal review and staff discussion. Attendance: Full Council, as necessary (admin, legal, and others)***



**City Of Orting  
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
<b>Subject: Bids, Generator Purchase &amp; Installation/New Municipal Center</b>	<b>AB19-87</b>	<b>Public Works</b>		<b>12/11/19</b>
	<b>Department:</b>	Admin		
	<b>Date Submitted:</b>	<b>12/3/19</b>		
<b>Cost of Item:</b>	<u>\$49,803.64</u>			
<b>Amount Budgeted:</b>	<u>\$150,000</u>			
<b>Unexpended Balance:</b>	<u>\$ 100,196.36</u>			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>Administrator Bethune</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b>	Bid docs			
<b>SUMMARY STATEMENT:</b>				
<p>The New City Facilities will need a generator for times of power outage. The generator was taken out of the original city hall bid docs because of an expected price of \$105,000 which contributed to putting the project out of our budget range. The Council has approved of a budget to include \$150,000 for city contingency costs. One of the purposes of this item was to pay for a generator.</p> <p>The City received 3 bids, one did not meet bid requirements and was therefore non-responsive. The winner of the bid was the lower priced responsible bid of the final two.</p>				
<b>RECOMMENDED ACTION: MOTION:</b> To approve Energy Systems as the responsible low bidder and authorize the Mayor to sign a purchase agreement with them for \$49,803.64 to purchase and install a "Generac" Generator for the New Municipal Center.				

**New City Hall Generator Purchase**  
**Re-Bid Due November 22, 2019 @ 10:30 am**

<u>CONTRACTOR</u>	<u>PROPOSAL AMOUNT</u>
Tacoma Diesel	\$49,802.55
Energy Systems	\$49,803.64
Cummins NW	\$60,093.14

**Tacoma Diesel (Kohler) – Lowest Bidder at \$49,802.55:**

- A) Identified cost breakdown of Generator
  - a. Generator – \$45,565.00
  - b. Taxes = \$4,235.55
- B) No Enclosure.**
- C) No ATS provided unlike other two bids that included two as shown on the other contract drawing.**
- D) Excludes Seismic PE Stamp from WA Engineer.**
- E) FOB Job site. Any Damages are the responsibility of the receiving entity.**
- F) No Arc Flash coordination study provided.**
- G) Not a thorough submittal – the submittal is short, incomplete and does not meet the specifications.**

**Energy Systems (Generac) – Middle Bidder at \$52,852.00 (taxes not identified in bid):**

- A) Identified cost breakdown of Generator and ATS (qty 2)
  - a. **Generator = \$45,566**
  - b. ATS-A = \$3,669 (do not award)
  - c. ATS-B = \$3,617 (do not award)
  - d. **No taxes identified! Based on other quotes, taxes would be approx. \$4300**
- B) **Submittal meets all but sound attenuation.**
- C) Offered standard factory testing in lieu of 8-hour requirement in spec.
- D) Sound attenuation 86 dB @ 23' – specifications require 85 dB @ 21'

**Cummins – High Bidder at \$60,093.14**

- A) Identified cost breakdown of Generator and ATS (qty 2)
  - a. Generator = (Not broken out)
  - b. ATS-A = (Not broken out)
  - c. ATS-B = (Not broken out)
  - d. Taxes = \$5,113.14
- B) **Submittal meets all but sound attenuation and lead time identification.**
- C) **Did not provide lead time after submittal approval and release for production.**
- D) Sound attenuation 86 dB @ 23' – specifications require 85 dB @ 21'

E) Delivered to site with offloading by others. Does not appear to be FOB.



gs. (ATS' not required by the generator specification – were these requested by the contractor/client?)

**ations.**





**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b> Ordinance No. 2019-1056, An Ordinance Of The City Of Orting, Washington, Amending Ordinance No. 2018-1037, Adopting The City Of Orting 2019 Budget; And Ordinance No. 2019-1048 And Ordinance No. 2019-1050, Amending The 2019 Budget Providing For Appropriation And Expenditure Of Funds Received In Excess Of Estimated Revenues; Adopting Various Transfers.	<b>AB19-88</b>	<b>N/A</b>	<b>N/A</b>	<b>12.11.19</b>
	<b>Department:</b>	Finance		
	<b>Date Submitted:</b>	December 4, 2019		
	<b>Cost of Item:</b>	\$5,689,043		
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	Various			
<b>Timeline:</b>	ASAP			
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b> See Exhibit B				
<b>Attachments:</b> Ordinance 2019-1056, Exhibit A & B				
<b>SUMMARY STATEMENT:</b> Cemetery – This would allow for an additional \$3,000 in expenses for the cemetery fund due to higher than expected landscape maintenance costs. Municipal Facility Construction – These expenses were lawfully approved by council when the contractor was selected, this would update our 2019 budget to reflect the cost of construction. Public Works Facility – These expenses were lawfully approved by council when the contractor was selected. Based on the contractors projections at the end of 2018 when the budget was passed staff expected some of these costs to be realized in 2018, but they got pushed to 2019. This would update our budget to reflect the actual expenses during 2019.				
<b>RECOMMENDED ACTION: MOTION:</b> To Adopt Ordinance No. 2019-1056, An Ordinance Of The City Of Orting, Washington, Amending Ordinance No. 2018-1037, Adopting The City Of Orting 2019 Budget; And Ordinance No. 2019-1048 And Ordinance No. 2019-1050 Amending The 2019 Budget Providing For Appropriation And Expenditure Of Funds Received In Excess Of Estimated Revenues; Adopting Various Transfers; Providing For Severability; And Establishing An Effective Date.				

CITY OF ORTING  
WASHINGTON  
**ORDINANCE NO. 2019-1056**

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**AN ORDINANCE OF THE CITY OF ORTING, WASHINGTON, AMENDING ORDINANCE NO. 2018-1037, ADOPTING THE CITY OF ORTING 2019 BUDGET; AND ORDINANCE NO. 2019-1048 AND ORDINANCE NO. 2019-1050 AMENDING THE 2019 BUDGET PROVIDING FOR APPROPRIATION AND EXPENDITURE OF FUNDS RECEIVED IN EXCESS OF ESTIMATED REVENUES; ADOPTING VARIOUS TRANSFERS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

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**WHEREAS**, Washington State law, Chapter 35A.34 RCW provides for the biennial adoption of the City's budget and provides procedures for filing of the proposed budget, deliberations, public hearings, final fixing, and any subsequent adjustments to the budget; and

**WHEREAS**, the City Council adopted the 2019 budget pursuant to Ordinance No. 2018-1037; and

**WHEREAS**, the City Council adopted amendments to the 2019 budget in Ordinances No. 2019-1048 and no. 2019-1050; and

**WHEREAS**, the expenditures as classified and itemized in the adopted budget as amended constitute the City's appropriations for the ensuing fiscal year provided that the budget Ordinance may be amended by ordinance to provide for appropriation and expenditure of funds received in excess of the estimated revenues during the calendar year; and

**WHEREAS**, the City has received funds that are in excess of the estimated revenues for the 2019 budget year and desires to amend the 2019 budget to provide for the appropriation and expenditure of said funds; and

**WHEREAS**, this amendment to the 2019 budget could not have been reasonably foreseen during budget development; and

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

**Section 1. Amending 2019 Budget.** The 2019 Adopted Budget for the City of Orting for the period January 1, 2019 through December 31, 2019, is hereby amended as shown in Exhibit A and described in Exhibit B.

**Section 2. Corrections.** The City Clerk is authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, Ordinance numbering, section/subsection numbers and any references thereto.

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

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

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF  
ON THE 11<sup>th</sup> DAY OF DECEMBER, 2019.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Jane Montgomery, City Clerk, CMC

Approved as to form:

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Charlotte Archer  
Kenyon Disend PLLC  
City Attorney

Filed with the City Clerk: 12.5.19  
Passed by the City Council: 12.11.19  
Ordinance No.: 2019-1056  
Date of Publication: 12.13.19  
Effective Date: 12.18.19

Exhibit A

The following tables illustrate the revised estimated revenue and expenditure totals for the listed funds. There are no changes to unlisted funds.

<u>Fund Name</u>	<u>Beginning Balance</u>	<u>Revenues</u>	<u>Transfers In</u>	<u>Total Resources</u>
104, Cemetery	-	25,197.50	22,014.25	47,211.75
304, New Municipal Facilities	444,590.70	-	5,279,943.30	5,724,534.00
412, Public Works Facility	<u>768,821.22</u>	<u>-</u>	<u>1,205,366.75</u>	<u>1,974,187.97</u>
	1,213,411.92	25,197.50	6,507,324.30	7,745,933.72

<u>Fund Name</u>	<u>Expenditures</u>	<u>Transfers Out</u>	<u>Ending Fund Balance</u>	<u>Total Uses</u>
104, Cemetery	38,898.03	-	8,313.72	47,211.75
304, New Municipal Facilities	5,679,943.30	-	44,590.70	5,724,534.00
412, Public Works Facility	<u>1,806,229.57</u>	<u>-</u>	<u>167,958.40</u>	<u>1,974,187.97</u>
	7,525,070.90	-	220,862.82	7,745,933.72

**Exhibit B: Explanation of Amendments to 2019 Budget**

**REVISED 12-9-19**

<u>Cemetery Fund</u>	<u>Additional Requests:</u>
Original Transfers and Expenses:	\$35,898
Additional Operating Funds – The City experienced higher than expected landscape maintenance costs throughout the year	\$3,000
Cemetery Fund Total:	\$38,898
<u>City Hall Construction Fund</u>	
Original Transfers and Expenses:	\$0
This fund was created to account for all revenues and expenses of the final design and construction of new city hall facilities. Since the project was approved towards the middle of the year there was no budget explicitly made during the 2019 regular budget process.	\$5,679,943
City Hall Construction Fund Total	\$5,679,943
<u>Public Works Facility Fund</u>	
Original Transfers and Expenses:	\$1,200,000
This expenses was anticipated to be paid during 2018 when the 2019 budget was completed. Due to the timing of payment submissions by the contractor additional costs got pushed to 2019. This does not represent additional expenses for the facility.	\$695,000
Public Works Facility Fund Total	\$1,895,000





**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b> Resolution No. 2019-33, A Resolution Of The City Of Orting, Washington, Authorizing The Designation Of Signatories Pursuant To OMC 1-7-3(C).	<b>AB19-89</b>			<b>12.11.19</b>
	<b>Department:</b>	Finance		
	<b>Date Submitted:</b>	December 4, 2019		
<b>Cost of Item:</b>	<u>N/A</u>			
<b>Amount Budgeted:</b>	<u>N/A</u>			
<b>Unexpended Balance:</b>	<u>N/A</u>			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	ASAP			
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b> N/A				
<b>Attachments:</b> Resolution, Exhibit A				
<b>SUMMARY STATEMENT:</b> Due to staffing turnover the city needs to update signers on its bank accounts. The bank requires that signers not enumerated within the city code be approved by the council.				
<b>RECOMMENDED ACTION: Motion:</b> To Approve Resolution No. 2019-33, A Resolution Of The City Of Orting, Washington, Authorizing The Designation Of Signatories Pursuant To OMC 1-7-3(C).				

**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2019-33**

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**A RESOLUTION OF THE CITY OF ORTING, WASHINGTON,  
AUTHORIZING THE DESIGNATION OF SIGNATORIES  
PURSUANT TO OMC 1-7-3(C).**

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**WHEREAS**, pursuant to RCW 35A.40.020 payment of claims or obligations of the city shall be by check;

**WHEREAS**, the City Council has authorized the City Treasurer to “[s]ign all checks and warrants of the city or, in case of his/her absence or inability to act, by his/her representative designated by him/her in writing[,] provided that, the mayor may require that all such checks and warrants be countersigned;” and

**WHEREAS**, the City has received a request from its financial institutions to memorialize this designation in a Resolution, adopted by the City Council; and

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

**Section 1. Recitals.** The foregoing recitals are incorporated herein by this reference.

**Section 2. Authorization.** Exhibit A shows the authorized designees of the City Treasurer, pursuant to OMC 1-7-3(C), for the express purposes identified herein.

**Section 3. 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 4. 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 11<sup>TH</sup> DAY OF DECEMBER, 2019.**

CITY OF ORTING

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

ATTEST/AUTHENTICATED:

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Jane Montgomery, City Clerk, CMC

Approved as to form:

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

## Exhibit A

### Authorized Account Signers (by account)

#### **Key Bank Checking (General)**

<u>Name</u>	<u>Title</u>
Scott Larson	City Treasurer
Joshua Penner	Mayor
Mark Bethune	City Administrator
Freda Bingham	Senior Accountant

#### **Key Bank ZBA (Warrant)**

<u>Name</u>	<u>Title</u>
Scott Larson	City Treasurer
Joshua Penner	Mayor
Mark Bethune	City Administrator
Freda Bingham	Senior Accountant

#### **Key Bank Municipal Court**

<u>Name</u>	<u>Title</u>
Scott Larson	City Treasurer
John Curry	Judge
Kim Kainoa	Court Clerk

#### **US Bank Trust Account (Investments)**

<u>Name</u>	<u>Title</u>
Scott Larson	City Treasurer
Joshua Penner	Mayor
Mark Bethune	City Administrator
Freda Bingham	Senior Accountant

#### **State Treasurer Local Government Investment Pool (Investments)**

<u>Name</u>	<u>Title</u>
Scott Larson	City Treasurer
Joshua Penner	Mayor
Mark Bethune	City Administrator
Freda Bingham	Senior Accountant



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject:</b> Orting Municipal Code Updates for Compliance with Phase II NPDES Permit- Ordinance No. 2019-1057, An Ordinance Of The City Of Orting, Washington, Relating To Low Impact Development Requirements		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b> <b>AB19-90</b>	N/A	N/A	
	<b>For Agenda of:</b>			<b>12.11.19</b>
	<b>Department:</b>	Public Works		
	<b>Date Submitted:</b>	12.3.19		
	<b>Cost of Item:</b>	_\$0		
<b>Amount Budgeted:</b>	_\$0			
<b>Unexpended Balance:</b>	_\$0			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>				
<b>Submitted By:</b>	JC Hungerford, PE			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Redline Ordinance No. 2019-1057				
<b>SUMMARY STATEMENT:</b>				
<p>As a Phase II community under the Western Washington Municipal Stormwater Permit issued by the Washington Department of Ecology, Orting is required to review, revise and make effective local development-related codes, rules, standards, or other enforceable documents to incorporate and require low impact development (LID) principles and LID Best Management Practices (BMPs) to be in compliance with the NPDES permit.</p> <p>The SEPA and Department of Commerce review are running concurrently with the Council review process.</p>				
<b>RECOMMENDED ACTION: FIRST READ</b>				

**CITY OF ORTING  
WASHINGTON  
ORDINANCE NO. 2019-I057**

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**AN ORDINANCE OF THE CITY OF ORTING,  
WASHINGTON, RELATING TO LOW IMPACT  
DEVELOPMENT REQUIREMENTS; AMENDING ORTING  
MUNICIPAL CODE SECTIONS 5-1-2, 5-10-2, 6-1B-4, 7-5-13,  
7-6-2, 8-2-4, 8-4-2, 8-5-15, 9-5A-4, 9-5A-7, 9-5A-9, 9-5A-12, 9-  
5A-13, 9-5A-16, 10-16-2, 10-16-4, 11-1-2, 11-4-2, 12-2-10, 12-10-  
3, 13-2-4, 13-3-2, 13-5-2, 13-5-9, 13-6-2, 13-6-3, 13-6-4, 13-6-7,  
14-1-5, 14-1-9, AND 15-15-2; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE  
DATE**

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

**WHEREAS**, the City has authority to proactively manage stormwater within its jurisdiction pursuant to a National Pollution Elimination Discharge System (NPDES) Permit; and

**WHEREAS**, the NPDES Permit is administrated by the Washington State Department of Ecology with the intent of achieving multiple goals, including the Federal Clean Water Act of 1972; and

**WHEREAS**, the Department of Ecology is requiring all Western Washington cities to review, revise and make effective local development-related codes, rules, standards, or other enforceable documents to incorporate and require low impact development (LID) principles and LID Best Management Practices (BMPs) to be in compliance with the NPDES permit; and

**WHEREAS**, State Environmental Policy Act (SEPA) review was performed on the proposed Orting Municipal Code (OMC) amendments set out herein, and a Determination of Non-significance (DNS) was issued on XXXX, which has not been appealed; and

**WHEREAS**, in accord with the requirement set forth in RCW 36.70A.106, the City provided the Washington State Department of Commerce notice of the City's intent to adopt the proposed ordinance on (DATE) for its 60-day review and comment period; and

**WHEREAS**, the City's Planning Commission held a public hearing on the proposed amendments on (DATE), and has forwarded a recommendation to the City Council to approve the proposed OMC amendments; and

**WHEREAS**, the City Council held a public hearing on the proposed OMC amendments on (DATE), considered the proposed code amendments and the entire record, including recommendations from the Planning Commission; and

WHEREAS, City Council has determined that the proposed regulations are in accord with the Comprehensive Plan, will not adversely affect the public health, safety, or general welfare, and are in the best interest of the citizens of the City;

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

**Section 1. Recitals.** The Recitals set forth above are hereby adopted and incorporated as Findings of Fact and/or Conclusion of Law of the City Council. The City Council bases its findings and conclusions on the entire record of testimony and exhibits, including all written and oral testimony before the Planning Commission and the City Council.

**Section 2. OMC Section 5-1-2, Amended.** Orting Municipal Code Section 5-1-2 is hereby amended as follows:

**5-1-2: DEFINITIONS:**

The words and phrases used in this chapter, unless the context otherwise indicates, shall have the following meanings:

**ABATE:** To repair, replace, remove, destroy or otherwise remedy a the condition which constitutes a violation of this chapter in question by such means and in such a manner and to such an extent as the Enforcement Officer, or designee(s) in his or her judgment, determines is necessary in the interest of the general health, safety and welfare of the community.

**BUILDING MATERIALS:** Means and includes lumber, plumbing materials, wallboard, sheet metal, plaster, brick, cement, asphalt, concrete block, roofing materials, paint, solvents, fuel, cleaners, cans of paint and similar materials.

**CONSIDERABLE NUMBER OF PERSONS:** Three (3) or more persons from different households.

**ENFORCEMENT OFFICER:** The building inspector of the City of Orting or his or her designee.

**PERSON:** An individual, group of individuals, corporation, government or governmental agency, business trust, estate, trust, partnership or association, two (2) or more persons having a joint or common interest, or any other legal or commercial entity. Means and includes ~~natural persons of either sex, firms, copartnerships and corporations, and all associations of natural persons, whether acting by themselves or by a servant or employee.~~

**PREMISES:** Any building, lot, parcel, real estate or land or portion of land whether improved or unimproved, including adjacent sidewalks, parking strips, ~~and~~ planting strips, and permanent BMPs (see OMC 9-5A-4 for definition of BMP).[CAA2]

[JC3][CAA4][JC5]

**PROPERTY:** Any object of value that a person may lawfully acquire and hold, and/or any land and that which is affixed, incidental or appurtenant to land, including but not limited to any business or residence, grounds, vacant lots, facilities, parking area, loading area, landscaping,

building or structure or any separate part, unit or portion thereof, or any business equipment, whether or not permanent.

PUBLIC NUISANCE: A thing, act, omission to act, occupation, or use of property which:

- A. Annoys, injures or endangers the comfort, repose, health or safety of the public;
- B. Offends public decency;
- C. Unlawfully interferes with, obstructs, or renders dangerous for passage any stream, river, channel, public park, square, street, alley, highway or sidewalk;
- D. In any way renders the public insecure in life or use of property.

RESPONSIBLE PERSON: Unless otherwise defined, any of the following: any person who has titled ownership of the property or structure which is subject to this chapter; an occupant in control of the property or structure which is subject to this chapter; a developer, builder, or business operator or owner who is developing, building, or operating a business on the property or in a structure which is subject to this chapter; a mortgagee that has filed an action in foreclosure on the property that is subject to the regulation, based on breach or default of the mortgage agreement, until title to the property is transferred to a third party; a mortgagee of property that is subject to the regulation and has not been occupied by the owner, the owner's tenant, or a person having the owner's permission to occupy the premises for a period of at least ninety (90) days; and/or any person who has control over the property and/or who has created, caused, participated in, or has allowed a violation to occur. Any agent, lessee, owner or other person occupying or having charge or control of any premises.

**Section 3. OMC Section 5-10-2, Amended.** Orting Municipal Code Section 5-10-2 is hereby amended to read as follows:

**5-10-2: DEFINITIONS:**

\*\*\*

PROPERTY: Any land and that which is affixed, incidental or appurtenant to land, including but not limited to any business or residence, grounds, vacant lots, facilities, parking area, loading area, landscaping, building or structure or any separate part, unit or portion thereof, ~~or~~ any business equipment, whether or not permanent, or permanent BMPs.

\*\*\*

**Section 4. OMC Chapter 6-1B-4 (B), Amended.** Orting Municipal Code Section 6-1B-4, Subsection B, is hereby amended to read as follows:

**6-1B-4: INDECENT LANGUAGE OR CONDUCT:**



\*\*\*

B. Definitions: As used in this section, the following terms shall have the meanings as set forth herein:

\*\*\*

**PUBLIC PLACE:** An area generally visible to public view, and includes streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles (whether moving or not), and buildings open to the general public, including those which serve food or drink or provide entertainment, and the doorways, openings, and entrances to those buildings or dwellings and the grounds enclosing them and permanent BMPs.

\*\*\*

**Section 5. OMC Chapter 7-5-13 (A), Amended.** Orting Municipal Code Section 7-5-13, Subsection A is hereby amended to read as follows:

**7-5-13: PARKING COMMERCIAL, CONSTRUCTION, OVERSIZE VEHICLES PROHIBITED; PENALTIES:**

A. Parking Unlawful: Except as otherwise provided in this chapter, it shall be unlawful for any person to park, leave standing, keep, store or leave unattended, any construction or commercial truck or trailer or any combination thereof upon any improved or unimproved public right of way, street, alley, avenue, thoroughfare, or other right of way, or any portion thereof, including any parking or planting strip or vegetated BMPs, in any zone classification of the city permitting residential uses. It is further provided that this section shall not be construed to grant any person a right to park any vehicle in any location in the city, and this section does not relieve the driver or operator of any vehicle of the responsibility to park a vehicle in a safe manner and in accordance with applicable traffic codes. The restrictions contained in this section are in addition to any other restrictions that may be applicable under this code or state law. In the event of a conflict between the provisions of this section, and any other applicable provision of this code or state law, as may be now or hereafter amended, the more restrictive provision shall control.

\*\*\*

**Section 6. OMC Chapter 7-6-2 (E), Amended.** Orting Municipal Code Section 7-6-2, Subsection E is hereby amended to read as follows:

**7-6-2: OPERATION OF MOTORIZED FOOT SCOOTERS:**

\*\*\*

E. Motorized foot scooters shall not be operated in a negligent manner upon any roadway or city right of way within the city of Orting. For the purpose of this section, "to operate in a negligent manner" means to operate a motorized foot scooter in such a manner as to endanger or be likely to endanger any person or property or to obstruct, hinder or impede the lawful course of travel of any motor vehicle or the lawful use by any pedestrian of public streets, sidewalks, alley, parking areas,

trails or public parks, or permanent BMPs, or that would damage public streets, sidewalks, alleys, parking areas, trails, public parks, or permanent BMPs within the city of Orting.

\*\*\*

**Section 7. OMC Chapter 8-2-4 (E), Amended.** Orting Municipal Code Section 8-2-4, Subsection (E) is hereby amended to read as follows:

**8-2-4: SIDEWALK CONSTRUCTION REQUIREMENTS:**

The procedure, plans and specifications for the construction of concrete sidewalks shall be as follows:

\*\*\*

E. General Requirements: Sidewalks shall be constructed in accordance with the plans included in the approved permit(s). ~~of one course portland cement concrete and shall have a minimum thickness of four inches (4")~~ Sidewalks shall have and a minimum width of four feet (4'). The street side of the sidewalk shall be four feet (4') from the property line on streets fifty feet (50') or less in width. The street side of the sidewalk shall be five feet (5') from the property line on streets over fifty feet (50') in width unless a sidewalk has already been established on the side of the street and in the block that the proposed sidewalk is to be constructed. If there is an existing sidewalk, then the proposed sidewalk shall be in alignment, on the street side with the existing sidewalk, assuming the existing sidewalk was engineered correctly. ~~If the existing sidewalk was located incorrectly at the time of its construction, then the street side of the proposed sidewalk shall be located at the discretion of the city.~~ The street side of the walk will be alignment control and the property side of the walk will be grade control. There shall be a right of way strip one foot (1') from the property line on the homeowner's side of the walk.

\*\*\*

**Section 8. OMC Chapter 8-4-2, Amended.** Orting Municipal Code Section 8-4-2 is hereby amended to read as follows:

**8-4-2: IMPROVEMENTS AND MAINTENANCE BY ABUTTING PROPERTY OWNERS:**

The owners of property abutting upon streets and avenues shall have the right to improve by grading, planting of shrubbery, trees or otherwise and by seeding for lawn purposes, the parking strips immediately abutting their property on the width above provided, subject to the right reserved by the city to use the parking strips for the purposes of laying water pipes, sewer pipes and other public or street use.

It shall be the responsibility of the abutting property owners to maintain abutting parking strips, and corresponding planting strips, to keep them free from rubbish and debris, and to maintain vegetation thereon in a reasonable manner consistent with the surrounding properties. Improvements and maintenance shall be subject to title 5, chapter 1, "Nuisances", of this code except for conflicting provisions provided under this chapter shall control.

Prior to modifications of parking strips, the abutting property owner shall consult with the City to determine if such modifications are subject to the stormwater requirements of Title 9, Chapter 5 and implement such requirements as determined by the Director.

**Section 9. OMC Chapter 8-5-15(E), Amended.** Orting Municipal Code Section 8-5-15, Subsection E, Subsection is hereby amended to read as follows:

**8-5-15: PROTECTION OF ADJOINING PROPERTY:**

\*\*\*

E. Remove Trees Or Shrubs From Parking Strip Areas: The permittee shall not remove, even temporarily, any trees or shrubs which exist in parking strip areas or permanent BMPs without first having notified and obtained the consent of such property owner.

\*\*\*

**Section 10. OMC Chapter 9-5A-4, Amended.** Orting Municipal Code Section 9-5A-4 is hereby amended to read as follows:

**9-5A-4: DEFINITIONS:**

The following definitions shall apply in the interpretation and enforcement of stormwater and LID requirements of the OMC [CAA6][JC7] Title 5 Chapters 1 and 10, Title 6 Chapter 1B, Title 7 Chapters 5 and 6, Title 8 Chapters 2, 4 and 5, Title 9 Chapter 5, Title 10 Chapter 16, Title 11 Chapters 1 and 4, Title 12 Chapters 2 and 10, Title 13 Chapters 2, 3, 5 and 6, Title 14 Chapter 1, Title 15 Chapters 5 and 15 ~~this article and articles B and C of this chapter, unless the context clearly requires otherwise.~~ Any term or phrase not defined herein, or in article B or C of this chapter, shall have the meaning that is given to that term or phrase in the OMC or the Stormwater Management Manual ~~manual~~. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law, regulation or rule referred to herein be renumbered or recodified, then the reference shall be read to refer to the renumbered or recodified provision:

**AKART:** All known, available, and reasonable methods of prevention, control, and treatment. See also the state water pollution control act, sections 90.48.010 and 90.48.520 Revised Code Of Washington.

**ADJUSTMENT:** A variation in the application of a minimum requirement to a particular project. Adjustments provide substantially equivalent environmental protection.

**APPLICANT:** Any person that owns a site, or has been designated or named in writing by the owner of the site to be the applicant, and executes the necessary forms to procure official approval of a regulated activity in order to carry out development upon a site or any other regulated land disturbing activity.

APPROVAL: The proposed work or completed work conforms to this article in the opinion of the director.

BASIN PLAN: As defined in the 2012 Stormwater Management Manual for Western Washington Volume I Appendix G plan and all implementing regulations and procedures including, but not limited to, land use management adopted by ordinance for managing surface and storm water management facilities and features within individual subbasins.

BEST MANAGEMENT PRACTICE (BMP): Physical, structural, and/or managerial practices that, when used singly or in combination, prevent or reduce pollution of water. BMPs are listed and described in the manual.

A. An experimental BMP is a BMP that has not been tested and evaluated by the department of ecology in collaboration with local governments and technical experts.

B. A source control BMP is a BMP that is intended to prevent pollutants from entering stormwater. A few examples of source control BMPs are erosion control practices, maintenance of stormwater facilities, constructing roofs over storage and working areas, and directing washwater and similar discharges to the sanitary sewer or a dead end sump.

CFR: Code of federal regulations.

CITY: The city of Orting, a municipal corporation created and existing under the laws of the state of Washington.

CITY STORMWATER DRAINAGE SYSTEM: The entire stormwater drainage system owned by the utility or over which the utility has control or right of use, or any part thereof.

CIVIL ENGINEER: A professional engineer licensed in the state of Washington in civil engineering who is experienced and knowledgeable in the practice of civil engineering.

CLEAN WATER ACT: The federal water pollution control act (33 USC section 1251 et seq.), and any subsequent amendments thereto.

CLEARING: Removal of timber, brush, grass, ground cover, or other vegetative matter from a site that exposes the earth's surface of the site or any actions that disturb the existing ground surface.

COMMERCIAL AGRICULTURE: Those activities conducted on lands defined in Revised Code Of Washington 84.34.020(2), and activities involved in the production of crops or livestock for wholesale trade. An activity ceases to be considered commercial agriculture when the area on which it is conducted is proposed for conversion to a nonagricultural use or has lain idle for more than five (5) years, unless the idle land is registered in a federal or state soils conservation program, or unless the activity is maintenance of irrigation ditches, laterals, canals, or drainage ditches related to an existing and ongoing agricultural activity. Generally, commercial agriculture is

exempt from the stormwater requirements of this chapter. However, converting from timberland to agriculture and the construction of impervious surfaces are not exempt.

**DETENTION:** The release of stormwater runoff from the site at a slower rate than it is collected by the stormwater drainage system, the difference being held in temporary storage.

**DETENTION FACILITY:** An above or below ground stormwater facility, such as a pond or tank, that temporarily stores stormwater runoff and subsequently releases it at a slower rate than it is collected by the stormwater drainage system. There is typically little or no infiltration of stored stormwater.

**DEVELOP:** To alter the condition of real property from its natural state for purposes of development.

**DEVELOPED:** That condition of real property altered from its natural state by the addition to or construction on such property of impervious ground cover or other manmade physical improvements or clearing of native vegetation such that the hydrology of the property or a portion thereof is affected.

**DEVELOPER:** The person(s) applying for the permits or approvals described in subsection 9-5A-7E of this article.

**DEVELOPMENT:** New development or redevelopment or both.

**DEVELOPMENT COVERAGE:**

A. All developed surface areas within the subject property including, but not limited to, rooftops, driveways, carports, accessory buildings, parking areas, and any other impervious surfaces.

B. During construction, "development coverage" shall include the above in addition to the full extent of any alteration of previously occurring soils, slope or vegetation due to grading, temporary storage, access areas, or any other short term causes.

**DEVELOPMENT STANDARDS:** The "development code" of the city, as that term is defined in title 1, chapter 13 of this code and such development standards, promulgated by the city from time to time, that contain the review, design and submittal requirements for development projects within the city. The development standards may be modified as required to promulgate the requirements of this title.

**DIRECTOR:** The city administrator or his or her designee.

**DISCHARGE:** To throw, drain, release, dump, spill, empty, emit, or pour forth any matter or to cause or allow matter to flow, run or seep from land or be thrown, drained, released, dumped, spilled, emptied, emitted or poured into water.

EARTH MATERIAL: Any rock, natural soil or fill and/or any combination thereof.

ECOLOGY: The Washington state department of ecology.

EFFECTIVE IMPERVIOUS SURFACES: Those impervious surfaces that are connected via sheet flow or by natural conveyance systems or stormwater facilities to a public or private stormwater drainage system or receiving water. Effective impervious surfaces include those areas from which:

A. Stormwater is routed directly to the stormwater drainage systems or receiving water via sheet flow or by natural conveyance systems or stormwater facilities; or

B. Stormwater is routed through a public or private stormwater facility prior to routing to the stormwater drainage system or receiving water.

EQUIVALENT ACREAGE UNIT (EAU): Shall mean and be equal to forty three thousand five hundred sixty (43,560) square feet of surface area and shall be used by the utility in assessing service charges against undeveloped property.

EQUIVALENT RESIDENTIAL UNIT (ERU): Shall mean and be equal to two thousand five hundred (2,500) square feet of impervious surfaces and is the measure of impervious ground cover to be used by the utility in assessing services charges and general facilities charges against each parcel of developed property.

EROSION: The wearing away of the land surface by running water, wind, ice, or other geological agents, including such processes as gravitational creep. Detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

EXCAVATION: The mechanical removal of earth material.

EXCEPTION: Relief from the application of a minimum requirement to a project.

EXISTING SITE CONDITIONS:

A. Existing site conditions for sites that have not been developed or altered since 1997. If in question, existing site conditions shall be documented by aerial photograph records, or other appropriate means acceptable to the director.

B. Existing site conditions for sites that have been developed or altered after 1997 if:

1. A building or grading permit was issued and includes a stormwater drainage system that was designed and constructed in accordance with the requirements of this title in effect at the time the permit was issued; or

2. A building or grading permit was issued but received an exemption or waiver from the city from compliance with this title in effect at the time the permit was issued.

C. Vegetated pervious cover for sites developed or altered after 1997 if:

1. A building or grading permit was required but application to the city was not provided; or
2. A stormwater drainage system was not designed and constructed in accordance with the requirements of this title in effect at the time of construction; or
3. Did not receive an exemption or waiver from the city for compliance with this title in effect at the time of construction.

D. Vegetated cover shall be considered one hundred percent (100%) pasture unless the site or portions thereof were wooded or forested prior to site work or the site or portions thereof are covered with a tree canopy.

FILL: A deposit of earth material placed by artificial means.

FLOOD CONTROL ORDINANCE: Title 14 of this code.

FOREST PRACTICE: Any activity conducted on or directly pertaining to forest land regulated under title 222 Washington administrative code, except for class IV general forest practices that are conversions from timberland to other uses. Such nonclass IV general forest practices are exempt from the provisions of this code.

GENERAL FACILITIES CHARGE: That fee authorized by section 9-5C-8 of this chapter and charged by the utility to property which is developed, which charge reflects a proportionate share of the utility's capital costs attributable to the newly developed property.

GROUNDWATER: Water in a saturated zone or stratum beneath the surface of land or a surface water body.

HARD SURFACE: An impervious surface, a permeable pavement, or a vegetated roof.

HAZARDOUS MATERIALS: Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

HYPERCHLORINATED: Water that contains more than ten milligrams per liter (10 mg/L) chlorine.

ILLICIT CONNECTION: Any manmade conveyance that is connected to a stormwater drainage system without a permit, excluding roof drains and other similar type connections. Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the stormwater drainage system.

ILLICIT DISCHARGE: Any direct or indirect nonstormwater discharge to stormwater drainage systems that cause or contribute to a violation of State water quality, sediment quality or groundwater quality standards including, but not limited to, discharges from sanitary sewer connections, industrial process water, interior floor drains, fuel islands, car washing, and gray water systems. Illicit discharges are further described in subsection 9-5A-9F of this article. Discharges from firefighting activities are not included in this definition.

IMPERVIOUS SURFACE: A non-vegetated hard surface area which either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development. A non-vegetated hard surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, rooftops, canopies, building overhangs, structures, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of stormwater. Open, uncovered retention/detention facilities shall not be considered as impervious surfaces for the purposes of determining whether the thresholds for application of minimum requirements are exceeded. Open, uncovered retention/detention facilities shall be considered impervious surfaces for purposes of runoff modeling.

INTERFLOW: That portion of rainfall that infiltrates into the soil and moves laterally through the upper soil horizons until intercepted by a stream channel or until it returns to the surface for example, in a wetland, spring or seep.

LID: Low Impact Development.

LID MANUAL: The latest edition of the "Low Impact Development Technical Guidance Manual for Puget Sound" as published by the Puget Sound Partnership/Puget Sound Action Team, is hereby adopted by reference as though fully set forth herein as the Low Impact Development Manual for the City of Orting and is hereinafter referred to as the "LID Manual".

LID PRINCIPLES: Land use management strategies that emphasize conservation, use of on-site natural features, and site planning to minimize impervious surfaces, native vegetation loss, and stormwater runoff.

LAND DISTURBING ACTIVITY: Any activity that results in a movement of earth or a change in the existing soil cover (both vegetative and nonvegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to, clearing, grading, filling, and excavation. Compaction that is associated with stabilization of structures and road construction shall also be considered a land disturbing activity. Vegetation maintenance practices are not considered a land disturbing activity.

LOW IMPACT DEVELOPMENT (LID): A stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project



~~design. A stormwater management strategy that emphasizes conservation and use of existing natural site features integrated with distributed, small scale stormwater controls to more closely mimic natural hydrologic patterns in residential, commercial, and industrial settings.~~

LOW IMPACT DEVELOPMENT BEST MANAGEMENT PRACTICES (LID BMPs):  
Distributed stormwater management practices, integrated into a project design, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to, bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, vegetated roofs, minimum excavation foundations, and water re-use.

MINIMUM REQUIREMENTS: The minimum requirements for stormwater management described in the NPDES Phase II permit. The minimum requirements include:

Minimum Requirement 1, preparation of stormwater site plans

Minimum Requirement 2, construction stormwater pollution prevention (SWPP)

Minimum Requirement 3, source control of pollution

Minimum Requirement 4, preservation of natural drainage systems and outfalls

Minimum Requirement 5, on site stormwater management

Minimum Requirement 6, runoff treatment

Minimum Requirement 7, flow control

Minimum Requirement 8, wetlands protection

Minimum Requirement 9, operation and maintenance

MITIGATION: In the following order of preference, "mitigation" means:

A. Avoiding the impact altogether by not taking a certain action or part of an action;

B. Minimizing impacts by limiting the degree or magnitude of the action and its implementation by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts;

C. Rectifying the impact by repairing, rehabilitating or restoring the affected environment;

D. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; and

E. Compensation for the impact by replacing, enhancing, or providing substitute resources or environments.

NPDES PHASE II PERMIT: The stormwater permit issued by the Department of Ecology in accordance with the National Pollution Discharge Elimination System as promulgated under the Clean Water Act.

NATURAL CONDITIONS: The conditions that existed prior to development. See definition of predeveloped condition.

NATURAL CONVEYANCE/DRAINAGE SYSTEM: Such natural landscape features that collect, contain and convey stormwater which include, by way of example and not limitation, swales and small drainage courses, streams, rivers, lakes and wetlands. This system circulates water in a complex hydrological cycle.

NEW DEVELOPMENT: Land disturbing activities, including Class IV - general forest practices that are conversions from timberland to other uses; structural development, including construction or installation of a building or other structure; creation of hard impervious surfaces; and subdivision, short subdivision and binding site plans, as defined and applied in chapter 58.17 Revised Code of Washington. Projects meeting the definition of "redevelopment" shall not be considered new development.

NONSTORMWATER DISCHARGE: Any discharge to the stormwater drainage system that is not composed entirely of stormwater.

OMC: The Orting Municipal Code, as now or may be amended.

ON-SITE STORMWATER MANAGEMENT BMPs: A synonym for Low Impact Development BMPs.

PARCEL: The smallest separately segregated unit or plot of land having an identified owner, boundaries and surface area which is documented for Property Tax purposes and given a tax lot number by the Pierce County Assessor.

PERMANENT STORMWATER QUALITY CONTROL (PSQC) PLAN: A plan which includes permanent BMPs for the control of pollution from stormwater runoff after construction and/or land disturbing activity has been completed. Guidance on preparing a PSQC plan is contained in the manual.

PERMITTED DISCHARGES: The following discharges into any public or private stormwater facilities that discharge to waters of the State are permitted unless the Director determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface waters or groundwaters:

A. Discharges that contain stormwater only after said discharge has been routed through a treatment or flow control facility, where required in accordance with this article;

B. Discharges that are not illicit discharges;

- C. Diverted stream flows;
- D. Rising groundwaters;
- E. Uncontaminated groundwater infiltration as defined in 40 CFR 35.2005(20);
- F. Uncontaminated pumped groundwater;
- G. Foundation drains;
- H. Air conditioning condensation;
- I. Irrigation water from agricultural sources that is commingled with urban stormwater;
- J. Springs;
- K. Water from crawl space pumps;
- L. Footing drains;
- M. Flows from riparian habitats and wetlands;
- N. Nonstormwater discharges covered by another NPDES permit; and
- O. Discharges from emergency firefighting activities.

PERSON: Any individual, partnership, corporation, limited liability company, association, organization, cooperative, public or municipal corporation, agency of the State, or local government unit, however designated, recognized by law and acting as either the owner of a premises or owner's agent.

PERVIOUS SURFACE: Generally, a surface that does not meet the definition of an hard impervious surface. Pervious surfaces are vegetated surfaces over undisturbed soils or soils that have been restored to function to match predeveloped conditions. Vegetation growing in, on, or through an impervious hard surface does not meet the definition of a pervious surface. Vegetated surfaces within open, uncovered retention/detention facilities shall be considered impervious hard surfaces for purposes of runoff modeling.

PLAN: The stormwater management plan for the City of Orting as adopted by the City and as amended from time to time.

PLANNED UNIT DEVELOPMENT: The same meaning as given in title 13 of this Code.

POLLUTANT: Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned

objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and, noxious or offensive matter of any kind.

**POLLUTION:** Contamination or other alteration of the physical, chemical, or biological properties of waters of the State, including change in temperature, taste, color, turbidity, or odor of the waters, or such discharge of any liquid, gaseous, solid, radioactive or other substance into any waters of the State as will or is likely to create a nuisance or render such waters harmful, detrimental or injurious to the public health, safety or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish or other aquatic life.

**PREDEVELOPED CONDITION:** The native vegetation and soils that existed at a site prior to the influence of Euro-American settlement. The predeveloped condition shall be assumed to be forested land cover unless reasonable, historic information is provided that indicates the site was prairie prior to settlement.

**PREMISES:** Any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.

**PROJECT:** A site upon which regulated activities will occur.

**RCW:** Revised Code of Washington.

**REDEVELOPMENT:** On a site that is already substantially developed (has 35 percent or more of existing hard impervious surface coverage), the creation or addition of impervious surfaces; the expansion of a building footprint or addition or replacement of a structure; structural development including construction, installation or expansion of a building or other structure; replacement of hard impervious surface that is not part of a routine maintenance activity; and land disturbing activities.

**SERVICE CHARGE:** The monthly fee levied by the utility upon all developed and undeveloped real property within the boundaries of the utility as authorized by section 9-5C-6 of this chapter.

**SITE:** The portion of a piece of a single parcel, or two (2) or more contiguous parcels that are under common ownership or documented legal control, which parcel(s) is directly subject to development, including those areas in which stormwater facilities will be constructed. For projects located primarily within dedicated rights-of-way, "site" includes the entire width and length of that portion of the right-of-way subject to development.

**SLOPE:** The degree of deviation of a surface from the horizontal; measured as a numerical ratio, percent, or in degrees. Expressed as a ratio, the first number is the horizontal distance (run) and the second is the vertical distance (rise), as two to one (2:1). A two to one (2:1) slope is a fifty percent (50%) slope. Expressed in degrees, the slope is the angle from the horizontal plane, with a

ninety degree (90°) slope being vertical (maximum) and forty five degree (45°) being a one to one (1:1) or one hundred percent (100%) slope.

SOIL: The unconsolidated mineral and organic material on the immediate surface of the earth that serves as a natural medium for the growth of land plants.

STORMWATER: Runoff during and following precipitation and snowmelt events, including surface runoff and drainage.

STORMWATER DRAINAGE SYSTEM: Stormwater facilities and natural conveyance systems which function together as a system in or through which stormwater is collected, conveyed, channeled, held, inhibited, retained, detained, infiltrated, diverted, treated, filtered or is returned to the atmosphere through evapotranspiration.

STORMWATER FACILITY: A constructed component of a stormwater drainage system, designed or constructed to perform a particular function, or multiple functions. Stormwater facilities include, but are not limited to, pipes, swales, ditches, culverts, street gutters, detention basins, retention basins, constructed wetlands, infiltration devices, catch basins, oil/water separators, sediment basins, and modular pavement. Stormwater facilities also include low impact development practices which include, but are not limited to, pervious pavement, rain gardens, and bioretention cells.

STORMWATER MANAGEMENT MANUAL (MANUAL OR ECOLOGY MANUAL): The "Stormwater Management Manual for Western Washington" prepared by the Department of Ecology and adopted by reference that contains BMPs to prevent or reduce pollution and/or provide flow control.

STORMWATER POLLUTION PREVENTION PLAN (SPPP): A document which describes the BMPs and activities to be implemented by a person to identify sources of pollution or contamination at a premises and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater drainage systems, and/or receiving waters to the maximum extent practicable.

STORMWATER SITE PLAN: A ~~plan document~~ which includes a Permanent Stormwater Control Plan (PSCP) for permanent BMPs and a Construction Stormwater Pollution Prevention Plan (SWPPP) for temporary BMPs ~~an erosion and sediment control (ESC) plan and/or a permanent stormwater quality control plan (SQCP)~~ and meets the minimum requirements set forth in this article. Guidance on preparing a stormwater site plan is contained in the Stormwater Management Manual.

SUBJECT PROPERTY: The lot or lots upon which the site is located that is the subject of the permit and/or approval action, as defined by the full legal description of all lots involved in the proposed development. "Lot" shall have the meaning given in title 13 of this Code. This term shall also include the lot or lots upon which is located or takes place any structure, condition, act or omission which violates any provision of this article.

**UNDERGROUND INJECTION CONTROL:** The Groundwater Protection Program administered by the Department of Ecology under Washington Administrative Code 173-218, Underground Injection Control Program.

**UNDEVELOPED:** That condition of real property unaltered by the construction or addition to such property by man of impervious ground cover or physical manmade improvements of any kind which change the hydrology of the property from its natural state.

**UTILITY:** The City of Orting, Washington, stormwater management utility created pursuant to article C of this chapter.

**VARIANCE:** See definition of exception.

**VEGETATION:** All organic plant life growing on the surface of the earth.

**WAC: Washington Administrative Code.**

**WATER BODY:** Surface waters including rivers, streams, lakes, marine waters, estuaries, and wetlands.

**WATERSHED:** A geographic region within which water drains into a particular river, stream, or body of water as identified and numbered by the State of Washington water resource inventory areas (WRIAs) as defined in Washington Administrative Code 173-500.

**WETLANDS:** Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from nonwetland areas to mitigate the conversion of wetlands. (Waterbodies not included in the definition of wetlands as well as those mentioned in the definition are still waters of the State.)

**Section 11. OMC Chapter 9-5A-7 (B) and (E), Amended.** Orting Municipal Code Section 9-5A-7, Subsections B and E are hereby amended to read as follows:

**9-5A-7: APPLICABILITY:**

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B. Procedures: The Director is authorized to adopt written procedures for the purpose of carrying out the provisions of this article. Adopted administrative procedures will be made available to the public. Prior to the applicant fulfilling the requirements of this article, the City shall not grant any

approval or permission to an applicant to conduct a regulated activity including, but not limited to, the grant or approval of one or more of the following:

1. Building permit, commercial or residential;
2. Binding site plan;
3. Conditional use permit;
4. Franchise;
5. Right-of-Way permit;
6. Right-of-Way construction permit;
7. Clearing and grading permit;
8. Planned unit development (preliminary and final);
9. Preliminary plat;
10. Shoreline development permit;
11. Shoreline variance;
12. Shoreline conditional use permit;
13. Variance;
14. Subdivision vacations and alterations;
15. Special use permit;
16. Utility and other use permit;
17. Flood control development permit;
18. Cottage Development permit;
19. Short plat;
20. Master Plan;
21. Boundary Line Adjustment;
22. Final Plat;
23. Rezone;
24. Critical Area Exception;

25. Architectural Design Review;

26. Manufactured Home Park;

27. Site Plan; or,

28. Any subsequently adopted permit or required approval not expressly exempted by this article.

~~Building permit, commercial or residential; binding site plan; conditional use permit; franchise; right of way construction permit; grading and clearing permit; planned unit development; preliminary plat; right of way permit; shoreline substantial development permit; shoreline variance; shoreline conditional use permit; variance; subdivision; short subdivision; special use permit; utility and other use permit; flood control development permit; or any subsequently adopted permit or required approval not expressly exempted by this article.~~

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E. Submission Or Resubmission Of Plan:

1. All persons, including, without limitation, Municipal corporations and governmental agencies, applying for any of the following permits and/or approvals shall submit for approval of a stormwater site plan with their application and/or request:

- a. Grading permit;
- b. Substantial development permit required under Revised Code of Washington 90.58 (Shoreline Management Act);
- c. Subdivision approval;
- d. Short subdivision approval;
- e. Rezones;
- f. Conditional use permits;
- g. Building permits where the permit relates to five thousand (5,000) or more square feet of development coverage within the property, or where development is in a critical area;
- h. Planned unit development;
- i. Mobile home park;
- j. Development permit pursuant to title 14, "Flood Control", of this Code; and



k. Approval pursuant to title 11, "Critical Areas And Shoreline Management", of this Code.

2. The same stormwater site plan submitted during one permit/approval process may be subsequently submitted with further required applications. The stormwater site plan shall be supplemented with such additional information that is requested by the Director or required by the provisions of the currently adopted City of Orting development standards and the Stormwater Management Manual ~~2005 "Stormwater Management Manual for Western Washington"~~ or later approved standard.

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**Section 12. OMC Chapter 9-5A-9, Amended.** Orting Municipal Code Section 9-5A-9, is hereby amended to read as follows:

**9-5A-9: GENERAL REQUIREMENTS:**

A. Stormwater Management Manual Adopted: The Department of Ecology ~~2012~~ 2005 "Stormwater Management Manual for Western Washington" as amended in 2014, together with the 2019 City of Orting Stormwater Management Manual Amendment, are is hereby adopted by reference, as though fully set forth herein, as the Stormwater Management Manual for the City of Orting and is hereinafter referred to as the "manual" or the "Stormwater Management Manual".

B. Low Impact Development Manual Adopted: The December 2012 ~~latest edition of the~~ "Low Impact Development Technical Guidance Manual for Puget Sound" as published by the Puget Sound Partnership/~~Puget Sound Action Team~~, is hereby adopted by reference as though fully set forth herein as the Low Impact Development Manual for the City of Orting and is hereinafter referred to as the "LID Manual".

C. Rain Garden Handbook: The June 2013 "Rain Garden Handbook for Western Washington" as published by the Washington State Department of Ecology is hereby adopted by reference as though fully set forth herein as the Rain Garden Handbook for the City of Orting and is hereinafter referred to as the "Rain Garden Handbook".

D. The following hierarchy shall be used in the order listed to determine applicable requirements:

1. The 2019 City of Orting Stormwater Management Manual Amendment;

2. The 2012 "Stormwater Management Manual for Western Washington" as amended in 2014;

3. The currently adopted City of Orting Development Standards

4. The 2012 "Low Impact Development Technical Guidance Manual for Puget Sound"

5. The 2013 "Rain Garden Handbook for Western Washington"

EG. Low Impact Development (LID) Practices:

1. Projects shall implement LID BMPs and on-site stormwater management BMPs where such projects exceed the thresholds identified in the Stormwater Management Manual and Minimum Requirement 5 must be addressed. Constraints that make LID BMPs or on-site stormwater management BMPs infeasible must be documented in the project's Permanent Stormwater Site Plan. The Permanent Stormwater Site Plan, including constraints to the implementation of LID BMPs or on-site stormwater management BMPs, are required to be submitted for review for approval by the City in accordance with applicable submittals required under OMC Titles 10, 12, 13 and 15. General: Application of LID practices to control flow rates or volumes or stormwater pollution are required where the LID techniques are feasible. LID practices may be granted as an adjustment by the Director; provided that, the applicant establishes that the proposed LID practices will meet or exceed the standards set forth in the Clean Water Act, the current Phase II Western Washington NPDES permit applicable to the City of Orting, and this article, including the manual. The City will allow the LID Manual to be used as a tool for determining whether proposed LID practices will meet flow/volume control and water quality requirements.

2. Constructed LID ~~BMPs~~Practices: Constructed LID ~~BMPs~~practices for stormwater management shall be considered based on the order of preference identified in the Stormwater Management Manual. ~~include, in order of preference:~~

- a. Dispersion in accordance with volume V ~~chapter 5.3~~ of the manual;
- b. Amending construction site soils;
- c. Bioretention areas;
- d. Vegetated roofs;
- e. Permeable paving; and
- f. Roof rainwater collection systems provided that there are no violations of water rights.

3. Stormwater BMPs: Proposed LID Practices: Proposed LID practices shall be documented in the stormwater site plan. If LID BMPs are infeasible as documented in the Permanent Stormwater Site Plan approved by the City, practices are deemed not feasible by the City, stormwater Best Management Practices (BMPs) in subsection D of this section shall be used.

4. Underground Injection Control (UIC): Projects that implement LID BMPs or permanent Stormwater BMPs that result in a facility considered an underground injection control well based on 173-218 WAC shall be registered by the project applicant with the Washington State Department of Ecology. The Permanent Stormwater Site Plan shall document, based on the requirements of the Stormwater Management Manual, whether or not LID BMPs or

permanent Stormwater BMPs are UIC wells and documentation that UIC wells have been registered. ~~Infiltration: LID practices relying on underground infiltration for stormwater disposal shall not be permitted where such facilities would result in groundwater migration into adjacent buildings. The stormwater site plan shall include a basement survey of adjacent buildings that could be impacted and document the likelihood of impacts if infiltration is used as the proposed mitigation.~~

D. Stormwater Best Management Practices (BMPs):

1. General: Where LID practices are not feasible or approved, BMPs shall be used to control stormwater pollution and/or flow rates and volumes. BMPs shall be used to comply with the standards in this article. BMPs are in the manual.
2. Experimental BMPs: In those instances where appropriate BMPs are not in the manual, experimental BMPs should be considered. Experimental BMPs are encouraged as a means of solving problems in a manner not addressed by the manual in an effort to improve stormwater quality technology. Experimental BMPs must be approved in accordance with the approval process outlined in the manual. (Ord. 2017-1014, 10-11-2017)

E. Flow Control: Flow control, where required, shall provide the following control:

1. Flow rates and durations for fifty percent (50%) of the 2-year through the 50-year flow frequency event for the following conditions:
  - a. Direct connection or connection through a series of stormwater facilities or natural conveyance systems that discharge to the City stormwater drainage system that has existing capacity limitations; and
  - b. There are no existing flooding problems between the project site and the discharge point of the existing City stormwater drainage system.
2. Flow rates and durations for fifty percent (50%) of the 2-year through the 50-year frequency event, flow rates for the 100-year frequency event, and provide a twenty percent (20%) safety factor for the following conditions:
  - a. Direct connection or connection through a series of natural conveyance systems or stormwater facilities that discharge to the City stormwater drainage system that has existing capacity limitations; and
  - b. There are existing flooding problems between the project site and the discharge point of the existing City stormwater drainage system that may be aggravated by the proposed project.
3. Complete on site stormwater management must be provided for the following:

a. Infiltration of all stormwater if there is no existing City stormwater drainage system to connect to and if the site does not currently drain to the existing City stormwater drainage system.

b. An outfall into a flow control exempt waterbody may be constructed by the project proponent subject to the following requirements:

(1) A hydraulic project approval (HPA), if required, is applied for by the project proponent and is issued by Washington Department of Fish and Wildlife;

(2) The outfall does not violate any stormwater diversions as documented in appendix 1E of volume I of the manual;

(3) The project proponent obtains all other permits required by Federal, State and local laws and regulations; and

(4) The project proponent enters into an operations and maintenance agreement with the City. The operations and maintenance agreement will be waived provided that the outfall is permitted under the Department of Ecology's industrial stormwater general permit or other individual permit that requires the ongoing maintenance and monitoring of the outfall.

4. Projects are exempt from flow control, if the flow control thresholds for new or redevelopment projects are exceeded; provided that:

a. The project has a direct connection or connection through a series of manmade conveyance systems or stormwater facilities that discharge to the City stormwater drainage system that has adequate capacity, i.e., does not exceed the then existing limitations upon capacity as determined by the City; and

b. There are no existing flooding problems between the project site and the discharge point of the existing City stormwater drainage system.

5. Project sites that are located in areas regulated under the flood control ordinance (codified at title 14 of this Code) and for which flow control is provided shall set the regulated structure elevations based on the higher of:

a. The elevation required by title 14 of this code, or

b. The backwater elevation at the flow control facility caused by the receiving water. The backwater elevation in the flow control facility shall be based on:

(1) The tailwater elevation based on the 100-year floodplain elevation in the receiving water floodway published by the federal emergency management agency for an unbreached levee;

(2) Flow rate for the 100-year frequency event through the stormwater drainage system from the site point of connection to the discharge location. The flow rate shall include the site and any other contributing areas; and

(3) Flow rate for the 100-year frequency event from the site point of connection back through the flow control riser.

F. Illicit Discharges: Illicit discharges to stormwater drainage systems, surface water or groundwater are prohibited. "Permitted discharges" are defined in section 9-5A-4 of this article. Sites are subject to inspection for illicit discharges in accordance with section 9-5B-10 of this chapter. The following are prohibited discharges to any public or private stormwater drainage system or natural conveyance system that discharge to surface or ground waters of the state:

1. Discharges from potable water sources, including water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water that are not dechlorinated to the limits identified herein. Planned discharges shall be dechlorinated to a concentration of 0.1 ppm or less, pH adjusted, if necessary, and volumetrically and velocity controlled to prevent resuspension of sediments in the stormwater drainage system.

2. Discharges from lawn watering and other irrigation runoff that are not minimized.

3. Swimming pool discharges that are not dechlorinated to the limits identified herein. The discharges shall be dechlorinated to a concentration of 0.1 ppm or less, pH adjusted and reoxygenized if necessary, volumetrically and velocity controlled to prevent resuspension of sediments in the stormwater drainage system. Swimming pool cleaning wastewater and filter backwash shall discharge to sanitary sewer system.

4. Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents that are not minimized. At active construction sites, street sweeping must be performed prior to washing the street.

5. Nonstormwater discharges covered by another NPDES permit unless the permittee is in full compliance with all permit requirements, waiver or order and other applicable laws and regulations, and that written approval by the director has been granted for the discharge into the city's stormwater drainage system.

6. Other nonstormwater discharges. The discharges shall be in compliance with the requirements of the stormwater pollution prevention plan approved by the director, which addresses control of construction site dewatering discharges by applying AKART to prevent contaminants from entering surface water or groundwaters.

G. Prohibition Of Illicit Connections:

1. The construction, use, maintenance, or continued existence of illicit connections to a stormwater drainage system is prohibited.

2. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

3. In addition to violations resulting from other illicit connections, a person is considered to be in violation of this article if the person connects a line conveying sewage to a stormwater drainage system, or allows such a connection to continue.

**Section 13. OMC Chapter 9-5A-12 (C), Amended.** Orting Municipal Code Section 9-5A-12, Subsection (C) is hereby amended to read as follows:

**9-5A-12: FACILITY RESPONSIBILITIES OF CITY AND DEVELOPER:**

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C. City Assumption Of Ownership, Operation And Maintenance: The city may, but is not required to, assume the ownership, operation and maintenance of storm facilities located on private property after the expiration of the two (2) year operation and maintenance period in connection with the subdivision of land if:

1. All of the requirements of section 9-5A-11 of this article have been fully complied with; and
2. The stormwater facilities have been inspected and accepted by the director after two (2) years of operation in accordance with the city of Orting development standards and the Stormwater Management Manual~~2005 "Stormwater Management Manual For Western Washington" or later approved standard~~; and
3. All necessary easements, in a form and content approved by the director, entitling the city to properly maintain and operate the facility have been conveyed to the city and recorded with the Pierce County auditor; and
4. The maintenance warranty bond required in section 9-5A-11 of this article has been extended for one year, covering the city's first year of operation and maintenance; and
5. The applicant has supplied to the city an accounting of capital, construction, and operation and maintenance expenses or other items for the stormwater facilities up to the end of the two (2) year period.
6. If ownership is conveyed, all documents necessary to convey the stormwater facility to the city, in a form and content approved by the director, have been delivered to the city, fully executed and conveying the stormwater facilities free and clear of any liens or encumbrances of any kind, except those that may be approved by the director.

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**Section 14. OMC Chapter 9-5A-13 (C), Amended.** Orting Municipal Code Section 9-5A-13, Subsection (C) is hereby amended to read as follows:

**9-5A-13: DEVELOPMENT IN SPECIAL HAZARD AREAS:**

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C. Basis For Decisions: All decisions based on the provisions of this section shall be compatible with the stormwater comprehensive plan (if available) for the basin in which the subject property is located. For development in areas designated as critical, the developer shall provide information regarding volume and rate of discharge for a range of storms as specified in the city of Orting development standards and the Stormwater Management Manual, 2005 "Stormwater Management Manual For Western Washington" or later approved standard.

**Section 15. OMC Chapter 9-5A-16 (A) and (D), Amended.** Orting Municipal Code Section 9-5A-16, Subsections (A) and (D) are hereby amended to read as follows:

**9-5A-16: APPEALS; VARIANCES:**

A. Adjustments: An applicant may apply in writing to the director for an adjustment to the minimum requirements. All requests for an adjustment shall be requested as part of and included with the permit or approval application that is to be reviewed by the city administrator, the hearing examiner, or the planning commission. The application shall include the application fee; a written statement addressing the decision criteria set forth in section 2.7 of volume 1 of the manual; a site plan showing all information relevant to the request including, but not limited to: location of existing and proposed structures, roads, property lines, parking areas, landscaping and buffers; data to be obtained to address feasibility of incorporating LID BMPs; and any other information the director deems necessary in order to fully consider the application. The director may, in writing, grant, condition, or deny the application for an adjustment based upon the criteria set forth in section 2.7, volume 1 of the manual. The application fee shall be set by the resolution or ordinance of the city council. In the event no application fee has been so established, the application fee shall be the same as the fee for a variance under title 13, "Development Regulations", of this code.

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D. Variance Permitted: Variances from the requirements of this article may be permitted only after a determination has been made by the city administrator, hearing examiner, or planning commission, and the determination has been made in consideration of the following items. A variance from LID BMPs is not required if LID BMPs are not feasible based on existing site conditions or existing site characteristics. If LID BMPs are not restricted by existing site conditions or existing site characteristics for site development as allowed based on current zoning, then a variance will not be permitted for more intensive land use if such land use would then preclude the use of LID BMPs.:

1. Information is provided by the applicant as required so that tThe variance meets the requirements of the NPDES phase II permit appendix 1 sections 5 and, 6, and 7;
2. The variance meets the requirements of sections 1-2.7 and 1-2.8 of volume 1 of the manual;
3. The variance is consistent with the stormwater comprehensive plan (if applicable available);

4. There is sufficient conveyance, treatment and flow mitigation capacity of downstream facilities under design conditions for all contributing areas;
5. The variance will maintain the integrity of the receiving waters, downstream properties, and/or downstream critical areas;
6. The variance would reduce or eliminate the possibility of adverse effects of retention/detention;
7. The variance includes the use of regional retention/detention facilities that have been designed and constructed in accordance with the requirements of the NPDES phase II permit, appendix 1, sections 5, 6, and 7, and the stormwater comprehensive drainage plan (if applicable available);
8. The applicant has demonstrated that stormwater drainage systems and stormwater facilities proposed will be able to be maintained; and
9. Structural integrity of abutting foundations and structures will be maintained; and
- ~~10. Meets the requirements of section 6, of appendix I of the NPDES phase II stormwater permit.~~

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**Section 16. OMC Chapter 10-16-2, Amended.** Orting Municipal Code Section 10-16-2 is hereby amended to read as follows:

10-16-2: APPLICATION FOR PERMIT:

The person requesting a permit shall file a written application therefor with the Building Inspector. Such application shall include the following items:

- A. The name and address of the applicant.
- B. The name and address of the owner of the property where the fill material is to be deposited.
- C. The exact location of the proposed fill, giving the street address or legal description of the property involved.
- D. No fill shall be placed which exceeds a three to one (3:1) slope from the property line, unless it is first approved by the City Council.
- E. No fill shall be placed above the street level, unless it is first approved by the City Council.
- F. A detailed plot plan of the entire area to be filled showing:
  1. The dimensions of the property.



2. The dimension and location of all existing and proposed and temporary and permanent stormwater BMPs as required based on OMC Title 9, Chapter 5 drainage systems.

3. The existing elevations and final finished grades of the fill area.

4. The disposition of all water from the fill area assuming that the fill will be eventually improved with parking and buildings and permanent mitigation measures required by the City.

5. The adequacy of the receiving existing permanent stormwater BMPs pipe and/or ditch to receive this flow allowing a reasonable assumption of eventual development of adjoining areas.

6. Adequate on-site retention of water for all sites being developed will be designed for contiguous property under one ownership. If the total site is not to be developed immediately, the design shall include the plans for the fully developed contiguous ownership as best the owner can ascertain at their time of the application. Calculations shall will be submitted by the developer and checked by the City Engineer. Actual construction may be phased with development, and temporary facilities may be required in the interim, all as approved by the City Engineer. All calculations will be based on the requirements of OMC Title 9, Chapter 5 procedures outlined in Storm Drainage Control Manual as prepared by King County Department of Public Works, Division of Hydraulics, dated May 1979, and using a 25 year storm event.

The definition of sites being developed shall be when any of the following approvals are required:

a. Fill permit.

b. Substantial development permit required under RCW Chapter 90.58 (Shoreline Management Act).

c. Subdivision approval.

d. Short plat approval.

e. Large lot approval.

f. Rezones.

g. Conditional use permits.

h. Building permits.

i. Planned unit development.

Any parcel smaller than twenty thousand (20,000) square feet shall be exempt from the above requirement, unless it is determined by the City Engineer to be in a critical area or to create a critical situation.

7. A Stormwater Site Plan prepared in accordance with Title 9 and including the calculations required by 10-16-2.F.6 OMC.87. The City Engineer will have the discretion to determine the amount of studies downstream from the proposed development relative to their capacities to handle the released water from the improvement. These studies shall be used to determine what improvements are to be constructed by the developer.

98. The proposed stormwater management shall be documented in the Stormwater Site Plan and Construction Stormwater Pollution Prevention Plan prepared in accordance with OMC Title 9, Chapter 5 Studies to show that the fill and drainage will not adversely affect upstream or adjoining areas.

G. The location of any buildings or other structures or improvements or permanent stormwater BMPs.

H. The type of fill material to be used.

**Section 17. OMC Chapter 10-16-4, Amended.** Orting Municipal Code Section 10-16-4 is hereby amended to read as follows:

**10-16-4: FILL MATERIAL:**

The fill material will be of a quality which will permit the construction of buildings thereupon. No fill will be approved which contains a substantial amount of decomposable materials. No filling shall be permitted which interferes with any drainage or existing permanent stormwater BMPs unless mitigation is documented in the Stormwater Site Plan approved by the City. No hydraulic fill shall be permitted unless it is first approved by the City Council.

**Section 18. OMC Chapter 11-1-2, Amended.** Orting Municipal Code Section 11-1-2 is hereby amended in part to read as follows:

**11-1-2: DEFINITIONS:**

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IMPERVIOUS SURFACE: As defined in OMC Title 9 Chapter 5A Section 4. Any material that substantially reduces or prevents the infiltration of stormwater into previously undeveloped land. Impervious surfaces include, but are not limited to, roofs and streets, sidewalks and parking lots paved with asphalt, concrete, compacted rock, compacted sand, lime rock or clay.

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**Section 19. OMC Chapter 11-4-2 (C), Amended.** Orting Municipal Code Section 11-4-2, Subsection (C) is hereby amended to read as follows:

**11-4-2: LANDSLIDE HAZARD AREAS:**

Development proposals on sites containing class I and class II landslide hazards shall meet the following requirements:

\*\*\*

C. Impervious Surface Ratio: An impervious surface ratio is a measurement of the amount of the site that is covered by any material that substantially reduces or prevents the infiltration of stormwater into previously undeveloped land. Impervious surfaces are defined in OMC Title 9, Chapter 5A, Section 4 include, but are not limited to, roofs and streets, sidewalks and parking lots paved with asphalt, concrete, compacted sand, rock, compacted rock, limestone or clay. The maximum impervious surface ratios for class I and class II landslide hazard areas are set forth in table 2 of this section.

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**Section 20. OMC Chapter 12-2-10 (I), Amended.** Orting Municipal Code Section 12-2-10, Subsection (I) is hereby amended to read as follows:

12-2-10: I:

IMPROVEMENTS, PUBLIC: Any sanitary sewer, storm sewer, drainage ditch, permanent BMP, water main, roadway, parkway strip, sidewalk, planting strip, crosswalk, off street parking area, or other facility for which the city may ultimately assume the responsibility for ownership, maintenance, and operation.

**Section 21. OMC Chapter 12-10-3, Amended.** Orting Municipal Code Section 12-10-3 is hereby amended to read as follows:

**12-10-3: APPLICATION SUBMITTAL:**

Each application for binding site plan approval shall contain five (5) copies of all complete application forms, plans and reports. A complete application must include:

- A. Fees. The applicant shall pay the required fees as set forth in the city's fee schedule or other applicable resolutions or ordinances when submitting a binding site plan;
- B. Application form and declaration of ownership;
- C. Title report (dated within the last 30 days);
- D. Vicinity map of the area where the site is located;
- E. Environmental checklist;
- F. Landscape plan to reflect landscaping requirements related to site plans and landscaping associated with permanent BMPs;

G. A preliminary site plan to a scale of thirty feet to one inch (30' = 1"), stamped and signed by a registered engineer, architect or land surveyor illustrating the proposed development of the property and including, but not limited to, the following:

1. Name or title of the proposed binding site plan;
2. Date, scale and north arrow;
3. Boundary lines and dimensions including any platted lot lines within the property;
4. Total acreage;
5. Property legal description;
6. Existing zoning;
7. Location and dimensions of all existing and proposed:
  - a. Buildings, including height in stories and feet and including total square feet of ground area coverage;
  - b. Parking stalls, access aisles, and total area of lot coverage of all parking areas;
  - c. Off street loading area(s);
  - d. Driveways and entrances; and
  - e. Common open spaces, yards, permanent BMPs, and other areas intended for the use of all owners;
8. Proposed building setbacks in feet;
9. Location of any regulated sensitive areas such as wetlands, steep slopes, wildlife habitat or floodplain and required buffers;
10. Location and height of fences, walls (including retaining walls), and the type or kind of building materials or planting proposed to be used;
11. Location of any proposed monument signs;
12. Proposed surface BMPs ~~drainage treatment~~;
13. Location of all easements and uses indicated;
14. Location of existing and proposed utility service;

15. Existing and proposed grades shown in five foot (5') interval topographic contour lines;

16. Fire hydrant location; and

H. Any other information as required by the city shall be furnished, including, but not limited to, traffic studies, wetland reports, stormwater site plans, elevations, profiles, and perspectives, to determine that the application is in compliance with this code.

Applicants are also encouraged to provide one digital copy on a CD in a CAD program compatible with AutoCAD or ArcView.

The city may waive selected requirements for certain site plan features listed in subsection G of this section upon review and approval of a written request by the applicant. The determination that such a waiver is justified will be made if the strict application of the requirements would create a hardship for the applicant; and if the proposed site design is consistent with the intent of the comprehensive plan.

**Section 22. OMC Chapter 13-2-4 (C), Amended.** Orting Municipal Code Section 13-2-4, Subsection (C) is hereby amended in part to read as follows:

**13-2-4: C:**

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COVERAGE: The total ground coverage of all impervious surfaces, such as buildings, structures, canopies, overhangs, slabs, or hard surfaces, on a site measured from the outside of edges, external walls, supporting members or roof edges. See the definition of hard surface and impervious surface in OMC 9-5A-4 for additional surfaces that are considered coverage buildings or structures on a site measured from the outside of external walls or supporting members.

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**Section 23. OMC Chapter 13-3-2 (E)(3), Amended.** Orting Municipal Code Section 13-3-2 Subsection (E), Subsubsection (3) is hereby amended to read as follows:

**13-3-2: ZONE CLASSIFICATIONS:**

Zone classifications are grouped into residential classifications; mixed use classifications; industrial classification; and public classifications as follows:

\*\*\*

D. MUTC Mixed Use-Town Center Zone:

\*\*\*

3. Master Plan Elements: The master development plan shall contain, at a minimum, the following:

a. A master site plan showing the location of:

- (1) Buildings;
- (2) Streets, alleys, and major driveways;
- (3) Off street parking areas;
- (4) Open spaces (plazas, squares, courtyards, permanent BMPs, and other spaces intended for public enjoyment) based on the proposed uses and whether they are intended to serve the public;
- (5) Critical areas and buffers;
- (6) Pedestrian walks and paths;
- (7) Landscaping to reflect landscaping requirements related to site plans and landscaping associated with permanent BMPs; and
- (8) Other site features;

b. A unified parking management plan showing potential shared parking areas;

c. Subdivision proposal per title 12 of this Code, if applicable; and

d. Other materials required for planned development or binding site plan approval and architectural design review per this title.

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**Section 24. OMC Chapter 13-5-2, Amended.** Orting Municipal Code Section 13-5-2 is hereby amended to read as follows:

**13-5-2: LANDSCAPING AND SCREENING:**

A. Purpose: The purpose of this section is to establish standards for landscaping and screening, to maintain or replace existing vegetation, provide physical and visual buffers between differing land uses, lessen environmental and improve aesthetic impacts of development and to enhance the overall appearance of the city. Notwithstanding any other provision of this chapter, trees and shrubs planted pursuant to the provisions of this chapter shall be types and ultimate sizes at maturity that will not impair scenic vistas.

B. Applicability: The standards set forth in this section shall apply to all uses of land which are subject to site plan or architectural design review, to the construction or location of any multi-family structure of three (3) or more attached dwelling units, and to any new subdivision, and to projects implementing native vegetation retention, native vegetation revegetation, and dispersion LID BMPs for permanent on-site stormwater management.

C. Landscape Plan: A plan of the proposed landscaping and screening of projects subject to this section shall be provided as part of the application and shall contain the following:

1. Identification of existing trees and tree canopies;
2. Significant trees and vegetation to remain;
3. New landscaping: location, species, diameter or size of materials using both botanical and common names. Drawings shall reflect the ultimate size of plant materials;
4. Identification of tree protection techniques;
5. Alternative landscaping plans: The city may authorize modification of the landscape requirements when alternative plans comply with the intent of this chapter and:
  - a. The proposed landscaping represents a superior result than that which would be achieved by strictly following requirements of this section; or
  - b. The alternative plan incorporates the increased retention of significant trees and naturally occurring undergrowth; or
  - c. The alternative plan incorporates unique, historic or architectural features such as plazas, courts, fountains, trellises, or sculptures.

6. Areas of native vegetation retention, native vegetation restoration, and dispersion LID BMPs used for permanent on-site stormwater management.

The landscape plan shall be prepared by a professional landscape architect licensed by the state of Washington. The administrator may allow the landscape plan to be prepared by another party if the applicant can demonstrate that the size and/or complexity of the project is such that the landscape design solution may be very simple, involving a limited palette of plant materials and applications.

D. Preservation Of Significant Trees And Vegetation:

1. All significant trees in required perimeter buffers shall be retained. Retention of significant trees on the remaining portions of the site is encouraged. Retention of significant trees on the remaining portions of the site is required where such tree retention is proposed to meet the requirements of LID BMPs for permanent on-site stormwater management.

2. Significant trees are those which possess one or more of the following characteristics:

- a. Trees identified in OMC Table 13-5-2-D-2;
- b. Contribute to the character of the area and do not constitute a safety hazard; or
- c. Form a continuous canopy or dense vegetated screen; or
- d. Trees identified as being significant due to their age, scarcity, habitat value, community identifying characteristics, historical, cultural, or biological significance.

**Table 13-4-2-D-2, Significant Trees**

<u>Tree Species</u>	<u>Size</u>
<u>Garry (Oregon White) Oak</u>	<u>8" diameter at breast height ("d.b.h.") or greater</u>
<u>Pacific Yew</u>	<u>5" d.b.h. or greater</u>
<u>Pacific Madrone</u>	<u>10" d.b.h. or greater</u>
<u>Ponderosa Pine, Grand Fir, Big Leaf Maple, Western Hemlock, Western Red Cedar</u>	<u>15" d.b.h. or greater</u>
<u>Douglas Fir, Sitka Spruce</u>	<u>24" d.b.h. or greater</u>
<u>Tree of any species</u>	<u>40" d.b.h. or greater</u>

3. If the grade level adjoining a tree to be retained is altered such that the tree might be endangered, then a dry rock wall or rock well shall be constructed around the tree. The diameter of this wall or well must be capable of protecting the tree.

4. Impervious or compactible surfaces within the area defined by the drip line of any tree to be retained may be permitted if a qualified arborist certifies that such activities will not endanger the tree or trees.

5. Retention of other existing vegetation that is equal to or better than available nursery stock is strongly encouraged.

6. Areas of native vegetation designated as landscape or buffer areas shall be protected by a ten foot (10') wide no construction zone during construction. Cleaning, grading or contour alteration is not permitted within this no construction zone unless a qualified arborist



certifies that proposed construction activity within the zone will not harm existing vegetation.

7. Tree retention to meet the requirements of LID BMPs for permanent on-site stormwater management shall be in accordance with the adopted Stormwater Management Manual and LID Manual.

#### E. Requirements For Residential Uses:

1. Perimeter Areas: Notwithstanding other regulations found in this chapter, perimeter areas not covered with buildings, driveways and parking and loading areas shall be landscaped. The required width of perimeter areas to be landscaped shall be at least the depth of the required yard or setback area. Areas to be landscaped shall be covered with live plant materials which will ultimately cover seventy five percent (75%) of the ground area within three (3) years. One deciduous tree a minimum of two inch (2") caliper or one 6-foot evergreen or three (3) shrubs which should attain a height of three and one-half feet (3<sup>1/2</sup>') within three (3) years shall be provided for every five hundred (500) square feet of the area to be landscaped.

2. Buffer Areas: All residential subdivisions or planned developments shall have a buffer consisting of a vegetated screen along the perimeter of the plat. The screening may be achieved through any one or a combination of the following methods:

- a. Evergreen trees or shrubs; or
- b. Trees and shrubs planted on an earthen berm; or
- c. A combination of trees or shrubs and fencing where the amount of fence does not exceed fifty percent (50%) of the linear distance of the buffer, planted so that the ground will be covered within three (3) years; or
- d. Use of existing native vegetation that already provides a vegetative screen.

New subdivisions or planned developments that abut arterial streets or nonresidential uses shall be screened with a minimum twenty five foot (25') buffer. Subdivisions or planned developments that abut areas with the same underlying zoning shall be screened with nominal landscaping that provides variety and enhances the visual character of the area.

The vegetation requirements of this section may be waived through a variance process for new subdivisions or planned developments where native vegetation retention, native vegetation revegetation or dispersion LID BMPs are proposed in accordance with the Stormwater Management Manual and LID Manual. Buffer area widths shall not be reduced. The type of vegetation within buffer areas shall be determined through the variance process identified in this OMC.

## F. Requirements For Commercial Uses:

1. Perimeter Areas: See subsection E1 of this section.
2. Buffer Areas: Where a development subject to these standards is contiguous to a residential zoning district or areas of residential development, then the required perimeter area shall be landscaped the full width of the setback areas as follows:
  - a. A solid screen of evergreen trees or shrubs; or
  - b. A solid screen of evergreen trees and shrubs planted on an earthen berm an average of three feet (3') high; or
  - c. A combination of trees or shrubs and fencing where the amount of fence does not exceed fifty percent (50%) of the linear distance of the buffer, planted so that the ground will be covered within three (3) years.
3. Areas Without Setbacks:
  - a. In areas where there is no required setback or where buildings are built to the property line, development subject to this chapter shall provide a street tree at an interval of one every twenty feet (20') or planter boxes at the same interval or some combination of trees and boxes, or an alternative.
  - b. Street trees shall be a minimum caliper of two inches (2") and be a species approved by the city and installed to city standards. Planter boxes shall be maintained by the property owners and shall be of a type approved by the city.
4. The vegetation requirements of this section may be waived through a variance process for new subdivisions or planned developments where native vegetation retention, native vegetation revegetation or dispersion LID BMPs are proposed in accordance with the Stormwater Management Manual and LID Manual. Buffer area widths shall not be reduced. The type of vegetation within huffer areas shall be determined through the variance process identified in this OMC.

G. Parking Lot Landscaping And Screening: The standards of this section shall apply to public and private commercial parking lots and residential parking areas providing spaces for more than ten (10) cars.

1. Perimeter Landscaping: In order to soften the visual effects or separate one parking area from another or from other uses, the following standards apply:
  - a. Adjacent to a street or road, the minimum width shall be equal to the required yard for the underlying land use or a strip ten feet (10') wide, whichever is greater. On all other perimeters the depth shall be a minimum of five feet (5'). Where parking areas are bordered by more than one street, the landscape strip shall only

apply to the longest side. All other sides shall be screened with a wall, fence, vegetative buffer or combination of these elements at a minimum height of three and one-half feet (3<sup>1/2</sup>’).

b. Visual screening through one or any combination of the following methods is required:

(1) Planting of living ground cover as well as shrubs or small trees which will form a solid vegetative screen at least three feet (3’) in height; or

(2) A fence or wall at least three feet (3’) high combined with low planting or wall clinging plant materials. Materials should be complementary to building design; or

(3) Earth mounding or berms having a minimum height of three feet (3’) and planted with shrubs and trees.

c. In order to protect vision clearances, arcas around driveways and other access points are not required to comply with the full screening height standards. The specific horizontal distance exempt from this standard shall be as established in the public works standards.

d. Trees are required at a ratio of at least one per sixty four (64) square feet of landscaped area or fraction thereof. They shall have a clear trunk to a height of at least five feet (5’) above the ground at maturity. Trees shall be planted no closer than four feet (4’) from pavement edges where vehicles overhang planted areas.

2. Interior Small Parking Lot Landscaping: All parking lots that contain fewer than twenty (20) parking spaces or are smaller than six thousand (6,000) square feet shall contain trees a minimum of two inch (2”) caliper at intervals no greater than thirty feet (30’) in planting beds a minimum of sixty four (64) square feet in area.

3. Interior Large Parking Lot Landscaping: All parking lots that contain twenty (20) or more parking spaces or are larger than six thousand (6,000) square feet in area shall have interior lot landscaping as follows:

a. Landscaped Area: A minimum of five (5) square feet of landscaped area per one hundred (100) square feet of vehicle use area, or fraction thereof. Parking lots larger than thirty thousand (30,000) square feet shall have a minimum of seven (7) square feet of landscaped area per one hundred (100) square feet of vehicle use area or fraction thereof. Vehicle use area shall include driveways.

b. Minimum Area: The minimum size of individual planting areas shall be sixty four (64) square feet in order to provide a proper plant environment.

c. Trees Required: Trees are required at a ratio of at least one per sixty four (64) square feet of landscaped area or fraction thereof. Trees shall have a clear trunk to a height of at least five feet (5') above the ground. Trees shall be planted no closer than four feet (4') from pavement edges where vehicles overhang planted areas.

d. Shrubs And Ground Cover: Required landscaped areas remaining after tree planting shall be planted in shrubs and/or ground cover. The distribution of plants shall be adequate to ultimately achieve seventy five percent (75%) ground coverage within three (3) years after planting.

e. Vehicle Overhang: Parked vehicles may overhang landscaped areas up to two feet (2') by wheel stops or curbing.

4. The vegetation requirements of this section may be waived through a variance process for new subdivisions or planned developments where native vegetation retention, native vegetation revegetation or dispersion LID BMPs are proposed in accordance with the Stormwater Management Manual and LID Manual. Buffer area widths shall not be reduced. The type of vegetation within buffer areas shall be determined through the variance process identified in this OMC.

#### H. Performance Assurance:

1. Landscaping required pursuant to an approved site plan shall be installed prior to the issuance of certificate of occupancy or final inspection, unless the applicant submits a performance assurance equal to not less than one hundred ten percent (110%) of the construction cost and commits to complete the landscaping within one year.

2. Performance assurance devices shall take the form of one of the following:

a. A surety bond executed by a surety company authorized to transact business in the state in a form approved by the city attorney;

b. Cash;

c. A letter of credit approved by the city attorney from a financial institution stating that the money is held for the purpose of development of the landscaping;

d. Assigned savings pursuant to an agreement approved by the city attorney.

3. If a performance assurance device is employed, the applicant shall provide the city with a nonrevocable notarized agreement granting the city and its agents the right to enter the property and perform any required work remaining undone at the expiration of the assurance device.

4. If the applicant fails to carry out provisions of the agreement and the city has incurred costs or expenses resulting from such failure, the city shall call on the bond or cash deposit for reimbursement. If the amount of the bond or cash deposit is less than the cost and expense incurred

by the city, the applicant shall be liable to the city for the difference. If the amount of the bond or cash deposit exceeds the cost and expense incurred by the city, the remainder shall be released.

5. Native vegetation retention areas, areas to be revegetated with native vegetation, or dispersion areas proposed for LID BMPs to meet the requirements of the adopted Stormwater Management Manual and LID Manual shall be preserved through permanent protections. A permanent protective mechanism shall be legally established to ensure that the required native vegetation area is preserved and protected in perpetuity in a form that is acceptable to both the applicant and the City and filed with the County Auditor's office. Restrictions on the future use of the native vegetation area shall also be recorded on the face of the plat for subdivision applications. A permanent native vegetation area shall be established using one of the following mechanisms.

a. Placement in a separate non-building tract owned in common by all lots within the subdivision;

b. Covered by a protective easement or public or private land trust dedication;

c. Preserved through an appropriate permanent protective mechanism that provides the same level of permanent protection of this section as determined by the approval authority.

d. To ensure compliance with the requirements of this Chapter, all development activity subject to the provisions of this Chapter shall include the submittal of a vegetation management plan as specified below:

e. Applications for subdivision, short subdivision, large lot division, planned development district, or binding site plan approval;

f. Site development permit applications;

g. Use permit and commercial building permit applications.

6. To ensure compliance with the requirements of this Chapter, all development activity subject to the provisions of this Chapter shall include the submittal of a vegetation management plan as specified below:

a. Applications for subdivision, short subdivision, large lot division, planned development district, or binding site plan approval;

b. Site development permit applications;

c. Use permit and commercial building permit applications

d. Development agreements.

7. The vegetation management plan shall comply with the minimum requirements specified below:

a. The vegetation management plan shall be prepared by a licensed landscape architect or qualified professional forester.

b. Provisions for tree conservation and protection on the site shall be in conformance with the requirements of this section.

c. A vegetation management plan shall be submitted either as part of the preliminary plat or other appropriate plan, or as a separate drawing, and shall include the following information:

(1) Vegetation Protection Plan: Drawn to scale; designating vegetation to be preserved. It shall include the following information:

i. Locations of perimeters of individual and strands of trees to be preserved. The tree protection area for trees to be preserved shall be shown on the plan.

ii. Size, species, and health of trees to be preserved.

iii. General locations of trees proposed for removal.

iv. Limits of construction and existing and proposed grade changes on site.

v. Narrative description and graphic detail of tree protection and tree maintenance measures required for the trees to be preserved.

vi. Timeline for clearing, grading, and installation of tree protection measures.

(2) Planting Plan: Drawn to scale on the site plan. It shall include the following information:

i. Location, size, species, and number of trees to be planted.

ii. Narrative description and detail showing any site preparation, installation, and maintenance measures necessary for the long-term survival and health of the vegetation.

iii. Timeline for site preparation, installation, and maintenance of vegetation.

iv. Cost estimate for the purchase, installation and 5-years' maintenance of vegetation.

(3) Tree Density Calculation: The following information shall be included on the site plan:

- i. Acreage of on-site critical areas, excluding critical area buffer.
- ii. Acreage of on-site public and private roads.
- iii. Calculation of trees per acre for existing trees proposed for preservation.
- iv. Calculation of trees per acre for new trees to be planted.

(4) A watering plan is required for the establishment phase of new plantings. The plan must provide for adequate watering of the newly installed trees for a minimum of three years.

8. Vegetation management plans will be reviewed by the city administrator. Upon completion of its review, the City will take one of the following actions:

a. Approve the vegetation management plan, with or without conditions; or

b. Disapprove the vegetation management plan, indicating deficiencies to the applicant. If the vegetation management plan is determined to be deficient, the applicant will be notified in writing of the deficiency and will be provided the opportunity to modify the plan as necessary to comply with the provisions of this Chapter.

c. Vegetation management plans will be reviewed by the city administrator prior to the approval of the associated underlying permit or application. The underlying permit may not be approved until such time as the city administrator has approved the plan.

d. Vegetation management plans shall be incorporated by reference in any approval issued for the underlying permit or application. Compliance with the plans shall be a condition of such approval.

9. The city administrator may allow or approve minor modifications to an approved vegetation management plan during the site development construction process to account for unforeseen site conditions and circumstances. The submittal of an amended vegetation management plan meeting the requirements of this Chapter shall be required.

I. Maintenance:

1. Whenever landscaping is required under the provisions of this chapter, shrubs and trees in the landscaping and planting areas shall be maintained in a healthy growing condition during the first three (3) years after installation. Planting beds shall not be located over impervious surfaces. All landscaped areas shall be provided with sprinkler systems or hose bibs within seventy five feet (75') of plantings. Dead or dying trees or shrubs shall be replaced immediately, and the planting area shall be maintained free of noxious weeds and trash on a regular basis.

2. Native vegetation retention areas, areas to be revegetated with native vegetation, or dispersion areas proposed for LID BMPs to meet the requirements of the adopted Stormwater Management Manual

and LID Manual shall be maintained in accordance with the adopted Stormwater Management Manual and LID Manual.

**Section 25. OMC Chapter 13-5-9 (C), Amended.** Orting Municipal Code Section 13-5-9, Subsection (C) is hereby amended to read as follows:

**13-5-9: NONCONFORMING USES AND STRUCTURES:**

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C. Expansion Standards For Nonconforming Uses: Expansion of nonconforming uses or replacement of structures occupied by nonconforming uses shall be subject to the following provisions, provided the basic standards of this section are satisfied:

1. Where a nonconforming use of a structure exists, that structure can be replaced, provided the original footprint is not relocated or altered, except as provided in the expansion standards below.
2. An expansion of existing nonconforming uses shall be allowed under one of the following provisions:
  - a. The proposed expansion of the nonconforming use or the nonconforming use of a structure does not exceed ten percent (10%) of the floor area of the total existing use or structures, nor create more than ten percent (10%) additional pad sites for manufactured home parks and RV parks; or
  - b. The proposed expansion of the nonconforming use or the nonconforming use of a structure does not create impervious cover exceeding twenty five percent (25%) of the existing impervious area of the lot or parcel, nor exceed twenty five percent (25%) of the developed area for manufactured home parks and RV parks. Expansion of impervious cover shall meet the stormwater mitigation requirements of OMC Title 9 Chapter 5. Expansion of impervious cover beyond the limits allowed in this paragraph may be allowed provided that such impervious cover meets the criteria for on-site stormwater management LID BMPs or infiltration facilities so that the effective impervious area expansion does not exceed the limits allowed in this paragraph.

**Section 26. OMC Chapter 13-6-2 (B), Amended.** Orting Municipal Code Section 13-6-2, Subsection (B) is hereby amended to read as follows:

**13-6-2: CONDITIONAL USE PERMIT:**

\*\*\*

B. Decision Criteria: The city shall review conditional use permits in accordance with the provisions of this section and may approve, approve with conditions, modify, modify with conditions, or deny the conditional use permit. The city may modify bulk requirements, off street



parking requirements, and use design standards to lessen impacts, as a condition of the granting of the conditional use permit.

1. Required Findings: The city may use design standards and other elements in this title to modify the proposal. A conditional use permit may be approved only if all of the following findings can be made regarding the proposal and are supported by the record:

- a. The granting of the proposed conditional use permit will not:
  - (1) Be detrimental to the public health, safety, and general welfare;
  - (2) Adversely affect the established character of the surrounding vicinity; nor
  - (3) Be injurious to the uses, property, or improvements adjacent to, and in the vicinity of, the site upon which the proposed use is to be located.
- b. The granting of the proposed conditional use permit is consistent and compatible with the intent of the goals, objectives and policies of the comprehensive plan and any implementing regulation.
- c. All conditions necessary to lessen any impacts of the proposed use are conditions that can be monitored and enforced.
- d. The proposed use will not introduce hazardous conditions at the site that cannot be mitigated to protect adjacent properties, the vicinity, and the public health, safety and welfare of the community from such hazard.
- e. The conditional use will be supported by, and not adversely affect, adequate public facilities and services; or that conditions can be imposed to lessen any adverse impacts on such facilities and services.
- f. The level of service standards for public facilities and services are met in accordance with the concurrency management requirements. See title 15, chapter 8 of this code.
- g. Will not preclude the use of LID BMPs if LID BMPs are feasible for existing site conditions or existing site characteristics.

2. Burden Of Proof: The applicant has the burden of proving that the proposed conditional use meets all of the criteria in subsection B1 of this section.

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**Section 27. OMC Chapter 13-6-3 (C), Amended.** Orting Municipal Code Section 13-6-3, Subsection (C) is hereby amended to read as follows:

**13-6-3: VARIANCES:**

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C. Decision Criteria: Before any variance may be granted, it shall be shown:

1. That there are special circumstances applicable to the subject property or to the intended use such as shape, topography, location, or surroundings that do not apply generally to the other property or class of use in the same vicinity and zone;
2. That such variance is necessary for the preservation and enjoyment of a substantial property right or use possessed by other property in the same vicinity and zone but which because of special circumstances is denied to the property in question;
3. That the granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvement in such vicinity and zone in which the subject property is located;
4. That the granting of such variance will not adversely affect the comprehensive plan.
5. That the granting of such variance will not preclude the use of LID BMPs if LID BMPs are feasible for existing site conditions or existing site characteristics.

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**Section 28. OMC Chapter 13-6-4 (H), Amended.** Orting Municipal Code Section 13-6-4, Subsection (H) is hereby amended to read as follows:

**13-6-4: PLANNED UNIT DEVELOPMENTS:**

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H. Decision Criteria: The action by the City to approve a preliminary development plan for a proposed PUD with or without modifications shall be in writing based upon the following findings:

1. The proposed development is in substantial conformance with the comprehensive plan, the intent of the underlying zoning, and applicable City design standards.
2. Exceptions from the standards of the underlying district are warranted by the design and amenities incorporated in the development plan and program.
3. The proposal does not adversely impact the surrounding area or its potential future use.
4. The system of ownership and means of developing, preserving, and maintaining common open space is consistent with the size, design and scale of the project.

5. The approval will result in a beneficial effect upon the area which could not be achieved under other zoning districts.

6. The proposed development or units thereof will be pursued and completed in a conscientious and diligent manner.

7. The proposed development will not preclude the use of LID BMPs if LID BMPs are feasible for existing site conditions or existing site characteristics.

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**Section 29. OMC Chapter 13-6-7 (E), Amended.** Orting Municipal Code Section 13-6-7, Subsection (E) is hereby amended to read as follows:

**13-6-7: ARCHITECTURAL DESIGN REVIEW:**

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E. Applications: Applications for architectural design review shall be submitted to the city and processed in accordance with the preapplication meeting instructions and forms provided, this section, and title 15, chapter 5 of this code; provided that, architectural design review and approval is not subject to the one open record hearing requirement or consolidated permit review processing. Applications shall provide information defining the design proposal for installation, replacement, construction, changes, renovation, alterations, remodeling, or other modifications proposed by the applicant including:

1. Site plans showing buildings, parking areas, landscaping signs, and other architectural features of the existing site conditions and proposal;
2. Building elevations showing all features of the proposal including, but not limited to, doors, windows, signs, canopies, parapets, and finish materials;
3. Detail drawings showing moldings, light fixtures, sign lettering, and other features;
4. Color selections consistent with the design review standards;
5. Any other written or graphic information describing and illustrating the proposal; and
6. A completed application form; and
7. Data to be obtained to address feasibility of incorporating LID BMPs.

All application material shall become the property of the city after it is submitted for review.

Applications that are only for the painting of a structure wherein the proposed colors match those denoted on the exterior color charts on file at city hall shall not be subject to architectural design review. (The city administrator or designee shall determine if proposed colors match those on file.)

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**Section 30. OMC Chapter 14-1-5, Amended.** Orting Municipal Code Section 14-1-5 is hereby amended in part to read as follows:

**14-1-5: DEFINITIONS:**

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application. Other pertinent definitions are included in titles 12, 13, and 15 of this code.

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**IMPERVIOUS SURFACE:** ~~As defined in OMC Title 9, Chapter 5A, Section 4A, a hard surface area which either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development, and/or a hard surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, rooftops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of stormwater. Open, uncovered retention/detention facilities shall not be considered as impervious surfaces.~~

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**Section 31. OMC Chapter 14-1-9 (B) (5), Amended.** Orting Municipal Code Section 14-1-9, Subsection (B), Subsubsection (5) is hereby amended to read as follows:

**14-1-9: PROVISIONS FOR FLOOD HAZARD REDUCTION:**

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B. Specific Standards: In all areas of special flood hazards where base flood elevation data have been provided as set forth in subsection 14-1-6B of this chapter, the following provisions are required:

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5. Site Design:

a. Structures and other development shall be located to avoid flood damage.

(1) If a lot has a buildable site out of the regulatory floodplain, all new structures shall be located in that area, when possible.

(2) The structure shall be aligned parallel with the direction of flood flows where practicable.

(3) If a lot does not have a buildable site out of the regulatory floodplain, all new structures, pavement, and other development must be sited in the location that has the least impact on habitat by locating the structures as far from the water body as possible or placing the structures on the highest land on the lot.

(4) A minimum setback of fifteen feet (15') from the protected area shall be required for all structures.

(5) If the proposed project does not meet the criteria of this section, a habitat impact assessment shall be conducted pursuant to subsection 14-1-7C of this chapter and, if necessary, a habitat mitigation plan shall be prepared and implemented pursuant to subsection 14-1-7D of this chapter.

b. All new development shall be designed and located to minimize the impact on flood flows, flood storage, water quality, and habitat.

(1) Stormwater and drainage features shall incorporate LID BMPs in accordance with OMC 9-5A-9D unless, based on the Stormwater Management Manual, LID BMPs are infeasible. ~~low impact development techniques, if technically feasible, that mimic predevelopment hydrologic conditions, such as stormwater infiltration, rain gardens, grass swales, filter strips, disconnected impervious areas, permeable pavement, and vegetative roof systems.~~

(2) If the proposed project will create new impervious surfaces where no more than ten percent (10%) of the lot in the regulatory floodplain is covered by impervious surface, it must comply with title 9, chapter 5, "Stormwater Regulations", of this code, and mitigate adverse impacts as provided by this chapter.

(3) Construction or reconstruction of residential structures is prohibited within designated floodways, except for: a) repairs, reconstruction, or improvements to a structure which do not increase the ground floor area, and b) repairs, reconstruction, or improvements which do not exceed fifty percent (50%) of the market value of the structure as specified in Washington administrative code 173-158-070.

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**Section 32. OMC Chapter 15-15-2 (A), Amended.** Orting Municipal Code Section 15-15-2, Subsection (A) is hereby amended to read as follows:

**15-15-2: GENERAL PROVISIONS:**

A. As applicable, the development agreement shall specify the following:

1. Project components which define and detail the permitted uses, residential densities, nonresidential densities and intensities or building sizes;
2. The amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications;
3. Mitigation measures, development conditions and other requirements of chapter 43.21C Revised Code of Washington;
4. Design standards such as architectural treatment, maximum heights, setbacks, landscaping, drainage, and water quality requirements, LID BMPs, and other development features;
5. Provisions for affordable housing, if applicable;
6. Parks and common open space dedication and/or preservation;
7. Phasing;
8. A build out or vesting period for applicable standards; and
9. Any other appropriate development requirement or procedure which is based upon a city policy, rule, regulation or standard.

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**Section 33. Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 34. Codification.** The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the above, and publish the amended code.

**Section 35. Effective Date.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

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

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Jane Montgomery, City Clerk, CMC

Approved as to form:

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

Filed with the City Clerk:  
Passed by the City Council:  
Date of Publication:  
Effective Date: