

COUNCILMEMBERS

Position No.

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



ORTING CITY COUNCIL

Study Session Meeting Agenda
Orting Multi-Purpose Center
202 Washington Ave. S, Orting, WA
June 20, 2018
6PM.

CHAIR, DEPUTY MAYOR DAVE HARMAN


1. CALL MEETING TO ORDER, PLEDGE AND ROLL CALL.

2. COMMITTEE REPORTS

Public Works

 *CM Drennen & CM Gehring*

Public Safety

 *CM Kelly & CM Hogan*

Community and Government Affairs

 *CM McDonald & CM Gunther*

3. STAFF REPORTS

4. AGENDA ITEMS

A. AB18-44- Ordinance No. 2018-1031, Relating to Telecommunications

Master Use Permits, Adding New Chapter 8-8 to the Orting Municipal Code.

- *CM Drennen/CM Gehring*

B. AB18-44A- Ordinance No. 2018-1032, Granting a Nonexclusive Master Use Permit to Seattle SMSA Limited Partnership D/B/A Verizon Wireless.

- *CM Drennen/CM Gehring*

C. AB18-45-Sponsorship Application- Orting Summerfest by Resolution No. 2018-06.

- *CM McDonald/CM Gunther*

D. AB18-46-Deputy Mayor Process- Council Rules.

- *CM Gunther/CM McDonald*

E. AB18-47-Parks Capital Budget.

- *Mark Bethune*

F. AB18-47A- Calistoga Park.

- *CM McDonald /CM Gunther*

G. AB18-47B- White Hawk Play Equipment.

- *CM McDonald/CM Gunther*

H. AB18-48-Civil Service Job Description

- *Scott Larson*

I. AB18-49- Ordinance No. 2018-33, Pertaining To Recreational Vehicles, Amending OMC 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.

- *CM Kelly/ CM Hogan*

J. AB18-50-Police Vehicles

- *Scott Larson/Chief Gard*

K. AB18-51- Gratzner Property- RFP For Commercial Appraisal.

- *Mark Bethune*

L. AB18-52-Asset Management Software implementation-AAKAVS.

- *Mark Bethune*

M. AB18-53- Emergency Evacuation Bridge System- Scope & Budget for 90% of Phase I Crossing of SR162.

- *CM Drennen/CM Gehring/JC Hungerford*

N. AB18-54- Water Operator in Training- Budget Amendment Ordinance No. 2018-1030.

- *Scott Larson*

O. AB18-55- Rainier Meadows Lift Station Construction.

- *CM Drennen/CM Gehring*

5. ADJOURNMENT

Motion: To Adjourn.

Upcoming Meeting: Next Regular Meeting: July 11th, 2018, 7pm, (MPC)



**City Of Orting
Council Agenda Summary Sheet**

Subject: Ordinance No. 2018-1031, Relating to Telecommunications Master Use Permits, Adding New Chapter 8-8 to the Orting Municipal Code		Committee	Study Session	Council
	Agenda Item #		AB18-44	
	For Agenda of:	PW 6.6.18	6.20.18	
	Department:	Public Works		
	Date Submitted:	6.14.18		
Cost of Item:	<u>\$</u>			
Amount Budgeted:	<u>\$</u>			
Unexpended Balance:	<u>\$</u>			
Bars #:				
Timeline:				
Submitted By:	Charlotte Archer, City Attorney			
Fiscal Note:				
Attachments: Ordinance No. 2018-1031				
SUMMARY STATEMENT: The City of Orting currently has limited regulations pertaining to the deployment of small cells, microcells, distributed antenna systems, and other telecommunication systems within the City. In order to accommodate the growing need and demand for telecommunications services while protecting the character of the City of Orting and its neighborhoods, the City desires to establish standards for permitting, location, aesthetics and compatibility for telecommunication systems including small cell, microcell, and distributed antenna systems communication structures, facilities, and uses. Pursuant to RCW 35.99.030(1), the City may require a service provider to obtain a master use permit for use of the public rights-of-way. This Ordinance, if adopted, would adopt procedures application for and approval of a master use permit for future installation of a telecommunications systems within the City’s right of way (on existing infrastructure and/or new infrastructure).				
RECOMMENDED ACTION: MOVE FORWARD TO THE NEXT COUNCIL MEETING.				

CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2018-1031

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO
TELECOMMUNICATIONS MASTER USE PERMITS;
ADDING NEW CHAPTER 8-8 TO THE ORTING
MUNICIPAL CODE; ESTABLISHING
TELECOMMUNICATIONS MASTER USE PERMIT
REQUIREMENTS; ESTABLISHING AN APPLICATION
PROCESS; ADDRESSING COMPENSATION; PROVIDING
GENERAL CONDITIONS GOVERNING THE USE OF
PUBLIC RIGHTS-OF-WAY; PROVIDING FOR
PROTECTION OF THE CITY AND ITS RESIDENTS;
PROVIDING FOR ENFORCMENT AND REMEDIES;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING
AN EFFECTIVE DATE**

WHEREAS, pursuant to RCW 80.36.040, any telecommunications company or the lessees thereof, doing business in this state, has the right to construct and maintain all necessary telecommunications lines for public traffic along and upon any public road, street or highway, and may erect poles, posts, piers or abutments for supporting the insulators, wires and any other necessary fixture of their lines, in such manner and at such points as not to incommode the public use of the highway, or interrupt the navigation of the waters; provided, that where the right-of-way is within the corporate limits of any incorporated city, the consent of the city council thereof shall be first obtained before such telecommunications lines can be erected thereon; and

WHEREAS, the City may grant, issue, or deny permits for the use of the right-of-way by a service provider for installing, maintaining, repairing, or removing facilities for telecommunications services or cable television services pursuant to ordinances and consistent with RCW Chapter 35.99; and

WHEREAS, the City may require a service provider to obtain a master use permits for use of the public rights-of-way and may request, but not require, that a service provider with an existing statewide grant to occupy the right-of-way obtain a master permit for wireline facilities, pursuant to RCW 35.99.030(1); and

WHEREAS, the procedures for the approval of a master permit and the requirements for a complete application for a master permit shall be available in written form pursuant to RCW 35.99.030(1)(a); and

WHEREAS, the proposed ordinance relates solely to governmental procedures and contains no substantive standards respecting use or modification of the environment and thus is categorically exempt from review under the State Environmental Policy Act (RCW Chapter 43.21C), pursuant to Washington Administrative Code Chapter 197-11-800(19); and

WHEREAS, on _____, 2017, the Planning Commission held a duly noticed public hearing related to the proposed regulations set forth in the proposed ordinance; and

WHEREAS, the City Council considered the proposed ordinance on _____, 2017; and

WHEREAS, the City Council finds that the proposed ordinance is reasonable and necessary in order to balance the need to allow telecommunications service providers to use the public rights-of-way with the City's rights and duty to protect, regulate, and maintain the public rights-of-way for the public health, safety, welfare, and convenience;

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

Section 1. New OMC Chapter 8, "Telecommunications Master Use Permits," Added.
Title 8 of the Orting Municipal Code is hereby amended to add a new Chapter 8, Telecommunications Master Use Permits, to read as follows:

Title 8 – Public Ways and Property

Chapter 8 - Telecommunications Master Use Permits

Sections:

8-8-1 Purpose.

8-8-2 Policy guidelines.

8-8-3 Definitions.

8-8-4 Master permit required – Exceptions.

8-8-5 Application for a master permit.

8-8-6 Compensation.

8-8-7 General conditions governing use of public rights-of-way.

8-8-8 Protection of the city and residents.

8-8-9 Enforcement and remedies.

OMC 8-8-1 Purpose. The purposes of this Chapter are to:.....

A. Establish a local policy governing the use of the public rights-of-way by telecommunications systems and private communications systems;

B. Ensure that the City retains the authority to protect the public safety and welfare with respect to a dynamic industry that is placing increasing demands on public resources;

C. Establish clear and nondiscriminatory local guidelines, standards and time frames for the exercise of local authority with respect to the regulation of the use of public rights-of-way by telecommunications operators;

D. Avoid unnecessary local regulation of providers and services;

E. Permit and manage reasonable access to the public rights-of-way of the City for communications purposes on a competitively neutral basis;

F. Conserve the limited physical capacity of the public rights-of-way held in public trust by the City;

G. Assure that the City's current and ongoing costs of granting and regulating private access to and use of the public rights-of-way are paid by the persons seeking such access and causing such costs;

H. Secure, in a nondiscriminatory manner, fair and reasonable compensation to the City for the private use of the public rights-of-way;

I. Assure that providers of telecommunications services comply with the ordinances, rules and regulations of the City;

J. Enable the City to obtain sufficient information to ensure effective decision making concerning access to city rights-of-way and management of activity in the rights-of-way;

K. Enable the City to discharge its public trust consistent with rapidly evolving federal and state regulatory policies, industry competition and technological development; and

L. Provide for the fullest exercise possible of the authority and discretion of the City to require that:

1. Facilities are installed and maintained in the public rights-of-way in such manner and at such points so as not to inconvenience the public use of the public rights-of-way or to adversely affect the public, safety and welfare;

2. The City is reimbursed and held harmless for the actual costs incurred by the City by reason of the construction or presence of communications facilities in the public rights-of-way.

OMC 8-8-2 Policy guidelines.

A. The City supports efforts to establish and maintain an open, competitive marketplace for telecommunications services through the consistent application of regulations to all telecommunications providers and to that end the City reserves and intends to exercise all legislative, administrative and discretionary authority it may have.

B. The City intends to manage its rights-of-way proactively, taking into account the need to:

1. Manage access to the public rights-of-way for telecommunications purposes in a nondiscriminatory, competitively neutral and nonexclusive way;

2. Protect the public interest to the extent allowed under applicable law by collection of fair compensation for use of rights-of-way and by collecting associated fees, taxes, administrative costs, and construction costs for use of the rights-of-way;

3. Manage rights-of-way to preserve the integrity of the City's infrastructure, to ensure efficient use of city property, and to ensure compliance with city ordinances, rules and regulations; and

4. Manage and regulate the use of public rights-of-way in the best interests of the City and its citizens.

C. Nothing in this chapter shall be construed to diminish or in any way to limit the discretionary, administrative or legislative authority of the City and its officials as respects the management and use of the City's public rights-of-way or in respect to the granting, delaying, or denying of any master permit, right-of-way permit or license.

OMC 8-8-3 Definitions. For the purposes of this Chapter, the following terms, phrases, words, and their derivations shall have the meaning given in this Section. Unless otherwise expressly stated, words not defined in this chapter shall be construed consistent with U.S.C. Title 47.

“Administrator” means the City Administrator or designee.

“Applicant” means any person or entity that applies for a master use permit under this Chapter.

“Cable television service” means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

“Communications facility” means a device which alone or as part of an aggregation of devices is capable of transmitting signals from place to place.

“Communications system” means a telecommunications system.

“Construction, operation or repair” means the named actions interpreted broadly, encompassing, among other things, installation, extension, maintenance,

replacement of components, relocation, undergrounding, grading, site preparation, adjusting, testing, make-ready and excavation.

“Grantee” means a person holding a master permit.

“Master permit” means the franchise granted by the City to an operator of a telecommunications system under this Chapter, giving the operator the nonexclusive right to occupy the space, or use facilities upon, across, beneath, or over any public right-of-way in the City, to provide a specified service within a master permit area. Such master permit shall not include or be a substitute for:

1. Any other permit or authorization required for the privilege of transacting and carrying on a business within the City required by the ordinances and laws of the City;

2. Any permit, agreement or authorization required in connection with operations on or in public streets or property;

3. Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by the master permit including, without limitation, permits and agreements for placing devices on or in poles, conduits, other structures, or railroad easements, whether owned by the City or a private entity; or

4. The right to place devices in the right-of-way, such as pay telephones, for end user use in terminating or originating transmissions.

By way of example, and without limiting the foregoing, this Chapter shall not be read to diminish or in any way affect the authority of the City to control the use of the City’s real estate, fixtures or personal property. Therefore, any person who desires to use such property must obtain additional approvals, or agreements for that purpose, as may be required by the City.

“Master permit area” means the area of the City that a grantee is authorized to serve by the terms of its master permit or by operation of law.

“Operator” means a person (1) who provides service over a communications system and directly or through one or more affiliates owns a significant interest in such facility; or (2) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a facility. A person who operates a telecommunications system or a specific portion of a telecommunications system under agreement to provide telecommunications services shall be treated as an operator for purposes of this Chapter.

“Overhead facilities” means communications facilities located above the surface of the ground, including the underground supports and foundations for such facilities.

“Person” means corporations, companies, associations, joint stock companies or associations, firms, partnerships, limited liability companies and individuals, including their lessors, trustees and receivers.

“Personal wireless services” means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services as defined by federal law and regulations.

“Private communications system” means a facility located in the public rights-of-way that provides communications in connection with a person’s business, but that does not encompass in any respect the provision of telecommunications services.

“Private communications system owner” means a person that owns or leases a private communications system.

“Public rights-of-way” means land acquired or dedicated for public roads and streets. The public rights-of-way may be more specifically defined in the master permit or right-of-way permit granting the right to use the public rights-of-way. For purposes of this Chapter, the term does not include:

1. State highways;
2. Land dedicated for roads, streets and highways not opened and not improved for motor vehicle use by the public;
3. Structures such as, but not limited to, poles and conduits located in the right-of-way;
4. Parks and open space;
5. Publicly owned shorelines or harbor areas; and
6. Utility easements.

“Right-of-way permit” means the authorization given by the City as provided in Chapter 8-5-3 OMC to enter and use the specified right-of-way for the purpose of installing, maintaining, repairing, or removing identified facilities.

“Telecommunications service” means the transmission for hire of information in electronic or optical form, including, but not limited to, voice, video, or data, whether or not the transmission medium is owned by the provider itself. Telecommunications service includes telephone service but does not include cable television service or over-the-air broadcasts to the public at large from facilities licensed by the Federal Communications Commission or any successor thereto.

“Telecommunications system” means a facility used to provide one or more telecommunications services. The term “telecommunications system,” by way of

example and not limitation, includes wires, equipment cabinets, guys, conduits, radio transmitting towers, poles, other supporting structures, and associated and appurtenant facilities used to transmit telecommunications signals. The term “telecommunications system” includes all devices mounted on light poles in the public rights-of-way through which telecommunications services are originated or terminated.

“Underground facilities” means utility, communication, and cable facilities located underground, but excluding the underground foundations or supports for overhead facilities.

“Wireless communications services facilities” means facilities that are necessary to provide personal wireless services that the City has authorized to be located in the public rights-of-way.

OMC 8-8-4 Master permit required – Exceptions.

A. **Master Permit Requirement.** Except as otherwise provided herein, an operator of a telecommunications facility or a private communications system owner proposing to use the public right-of-way must obtain from the City Council a master permit before constructing a telecommunications facility or providing telecommunications services or constructing a private communications system. A separate master permit shall be obtained for each use whenever a particular master permitted communications facility may be used for multiple purposes, unless applicable federal or state law prohibits the City from requiring such additional master permit. A master permit shall only become effective after the grantee signs an acceptance of the master permit.

B. **Exceptions.** The Administrator may waive the requirement for a master permit as follows:

1. Subject to the requirements of applicable law, a master permit requirement may be waived in whole or in part for a telecommunications system or private communications system where the City determines the use of the public rights-of-way is de minimus (i.e., uses only a short distance of street or occupies only a small isolated area of a specific street). For such facilities, the City may issue a right-of-way permit. Every right-of-way permit shall include or be read to include, as if stated therein, a reservation of rights by the City to require the permit holder to obtain a master permit if the City determines that the permit holder’s use of the public rights-of-way has increased substantially and is no longer de minimus use.

2. Any operator providing telecommunications service over an existing telecommunications system in the City’s public rights-of-way without having a master permit from the City authorizing such use at the time the ordinance codified in this Chapter becomes effective shall apply for a master permit from the City for such use of the public rights-of-way; provided,

that if the operator has obtained a franchise, permit, license, or other authorization from the City allowing such use of the public right-of-way, the operator may continue its use of the public right-of-way pursuant to such franchise, permit, license or other authorization until the expiration or termination of such authority, at which time the operator shall apply for and obtain a master permit under this Chapter.

3. If an operator submits evidence satisfactory to the City that it has an existing state-wide grant to occupy the public right-of-way, then the requirement for obtaining a master permit will be suspended until there is a final judicial decision resolving the issue or the City Council determines that the best interests of the City will be served by not requiring the operator to obtain a master permit. The suspension of any master permit requirement under this section shall not constitute a waiver of any right of the City to require the operator to obtain a master permit in the future or to remove any or all of its facilities in the public right-of-way at any time upon its failure to obtain a master permit. If an operator fails to obtain a master permit and the master permit requirement is suspended as provided in this subsection, then the operator shall apply for and obtain a city right-of-way permit prior to constructing or placing any telecommunications facility in the public right-of-way.

C. Nature of Grant. Neither a master permit nor a right-of-way permit shall convey equitable or legal title to the public rights-of-way. The right granted is only the right to occupy those portions of the public rights-of-way to which the City has the right to grant access, for the purposes and the time period stated in the master permit or right-of-way permit, and the right may not be subdivided or subleased. A master permit or right-of-way permit shall not grant a vested right for any facility to be located or to remain at any specific location in the public right-of-way and any right, permission or consent to occupy any location in the public right-of-way shall be revocable and terminable at the lawful discretion of the City and the facility therein removed at the cost of the operator in order to allow free and unencumbered use of the public right-of-way for public work or other public purpose as may be in the best public or municipal interest as determined by the City. Every master permit shall be:

1. Deemed to include all of the provisions that are required to be in a master permit under this Chapter, as if fully set forth in the master permit;

2. Deemed to provide for forfeiture under the circumstances set forth in the provisions of this Chapter and any master permit thereunder; and

3. Construed to exclude the grant of any rights in any easement granted for or in favor of any city or public utility facilities or operations, unless the master permit or license shall expressly state otherwise.

Any reference herein, or in any master permit or right-of-way permit, to a public right-of-way shall not be deemed to be a representation or guarantee by the

City that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and a master permit shall be deemed to grant no more than those rights which the City may have the undisputed right and power to give.

OMC 8-8-5 Application for a master permit.

A. Contents of Application for Initial or Renewal Master Permit. To obtain an initial or renewal master permit, an operator of a telecommunications system must apply for a master permit. The application must contain the following information, and such information as the City may from time to time reasonably require:

1. Identity of the applicant and corporate structure.
2. A proposal for construction of a telecommunications facility that includes at least the following:
 - a. A description of the services that are to be provided using the facility;
 - b. The location of proposed facility and facility design, including a description of the miles of plant to be installed, and a description of the size of equipment cabinets, shielding and electronics that will be installed along the plant route, the power sources that will be used and a description of the noise, exhaust and pollutants, if any, that will be generated by the operation of the same; provided, however, that if some of the descriptive data is not available at the time of application, the master permit may be issued subject to conditions that the data be filed and approved by the City before construction begins and that the master permit will be deemed to be forfeited if the data is not supplied and approved;
 - c. A map of the general route the facility will follow; a designation of the portions of the system that will be placed above ground and the portions that will be placed underground, and the construction techniques that the operator proposes to use in installing the system above ground and underground; plan and profile view of the facilities, showing crossings of existing utilities and elevation above or below ground; a schedule for construction of the facility describing when and where construction will begin, how it will proceed, and when it will be completed; and the expected effect on right-of-way usage, including information on the ability of the public rights-of-way to accommodate the proposed system, including, as appropriate given the system proposed, an estimate of the availability of space in conduits and an estimate of the cost of any necessary rearrangement of existing facilities;
 - d. A description, where appropriate, of how services will be converted from existing facilities to new facilities, and what will be done with existing facilities;

e. Identification of the area of the City to be served by the proposed system, including a description of the proposed area's boundaries under the master permit; and

f. An affidavit or declaration of the applicant or authorized officer thereof certifying the truth and accuracy of the information in the application, and certifying that the application meets all requirements of applicable law.

B. Applications for Transfer. An application for a transfer of a master permit must contain the same information required by subsection A of this section, except that, if the transferor submitted an application under subsection A of this section, to the extent information provided by the transferor under subsection (A)(2) of this section remains accurate, the transferee may simply cross-reference the earlier application.

C. In the event that subsections (A)(2)(b) and (c) or B of this section require information that is a business or trade secret and/or proprietary information and the operator wishes to protect the information against disclosure, then operator shall provide said information to the City in a separate envelope marked "Proprietary Information: DO NOT DISCLOSE." The City will exercise good faith efforts to protect the confidentiality of the business or trade secrets or proprietary information that is designated as such; provided further, that (1) if a public disclosure request is made for information marked as proprietary, and if the City Attorney determines that said information may be subject to being disclosed, or (2) the City determines that the information should be disclosed in connection with its enforcement of any provision of this Chapter, or in the exercise of its police or regulatory powers, then the City shall notify the operator of the operator's opportunity to seek a protective order from a court with appropriate jurisdiction. If a protective order is not obtained within the time limitation set forth in state law for the City's disclosure of public records, then the City may disclose said information. The operator is obligated to reimburse and indemnify the City for all costs, damages and attorneys' fees that may be awarded or assessed by the court for any actions the City took at the request of operator.

D. City Review. The City may request such additional information as it finds reasonably necessary, and require such modifications to the system proposed as may be necessary and lawful in the exercise of the City's police power authority over the use of its public rights-of-way for telecommunications systems. Once the information required by the City has been provided, the application shall be subject to review by the City and any approval shall be subject to the City's determination that:

1. The applicant will accept the modifications required by the City to its proposed system. This section does not authorize the city to exercise authority it does not otherwise have under applicable law.

2. The applicant will accept a master permit satisfactory to the City and comply with any conditions precedent to its effectiveness.

3. In the case of a transfer, any approval will also be subject to a determination that:

a. There will be no adverse effect on the public interest as it relates to the right-of-way, or the City's interest in the master permit;

b. Transferee will agree to be bound by all the conditions of the master permit and to assume all the obligations of its predecessor; and

c. Any outstanding compliance issues will be resolved or preserved to the satisfaction of the City.

4. Unless the applicant agrees to an extension, the City shall approve, conditionally approve, or disapprove an application no later than 120 days after a complete application has been filed. Whenever the City disapproves an application it shall set forth its reasons in writing based on the substantial evidence in the written record.

E. An applicant shall not be issued a master permit if it files or has previously filed materially inaccurate or misleading information in a master permit application or intentionally withheld information that the applicant lawfully is required to provide.

OMC 8-8-6 Compensation.

A. Every operator of a telecommunications facility shall compensate the City for its actual costs that are related to receiving and approving a master permit or right-of-way permit, to inspecting plans and construction pursuant thereto, or to the preparation of a detailed statement pursuant to Chapter 43.21C RCW.

1. Costs shall be billed to the operator on a time and material basis in the manner and at the rates provided in a resolution adopted by the City Council.

2. Fees must be paid within 30 days of receipt of the City's billing.

3. On request of an operator, the City will submit proof of any charges or expenses incurred. For any project or time frame, an operator can also request a written estimate from the Administrator, in advance of costs planned to be expended by the City, and the operator may object to any costs by filing a written protest with the Administrator. The Administrator shall decide the protest within five business days, and the decision shall be the final decision of the City.

B. Every operator of a telecommunications facility shall compensate the City for its actual incremental costs necessarily incurred on city public works projects because of the presence of telecommunications facilities in the right-of-way.

1. Fees must be paid within 30 days of receipt of the City's billing.

2. On request of an operator, the City will submit proof of such incremental costs.

3. Before commencing work, the City shall notify the operator of its proposed project, and the incremental costs the city estimates will be incurred. The operator may object to any costs by filing written protest with the Administrator. The Administrator shall decide the protest within five business days, and the decision shall be the final decision of the City.

C. Nothing in this Chapter prohibits the City from collecting a site-specific charge pursuant to an agreement between the City and a service provider of personal wireless services acceptable to the parties for:

1. The placement of new structures in the right-of-way regardless of height, unless the new structure is the result of a mandated relocation in which case no charge will be imposed if the previous location was not charged;

2. The placement of replacement structures when the replacement is necessary for the installation or attachment of wireless facilities, the replacement structure is higher than the replaced structure, and the overall height of the replacement structure and the wireless facility is more than sixty feet; or

3. The placement of personal wireless facilities on structures owned by the City located in the right-of-way. However, a site-specific charge shall not apply to the placement of personal wireless facilities on existing structures, unless the structure is owned by the City.

OMC 8-8-7 General conditions governing use of public rights-of-way.

A. Before any work is performed in the public right-of-way, a communications system operator or a private communications system owner shall obtain a right-of-way permit in accordance with Chapter 8-5-3 OMC. An application for a right-of-way permit by a grantee shall be approved or disapproved within 30 days of the date of the filing of a complete application. A right-of-way permit shall incorporate the requirements of this Chapter in addition to the requirements of Chapter 8-5-3 OMC.

B. Responsibility for Costs. Except as expressly provided otherwise, any act that a communications system operator, its contractors or subcontractors is required to perform under this Section shall be performed at their cost. If a communications system operator fails to perform work that it is required to perform within the time provided for performance, the City may perform the work and bill the communications system operator therefor. The communications system operator shall pay the amounts billed within 30 days.

C. Construction Procedures and Placement of Facilities – Obligation to Minimize Interference with Use of Public Rights-of-Way.

1. The construction, operation, and repair of communications facilities are subject to the supervision of all of the authorities of the City with jurisdiction over such matters and shall be performed in compliance with all laws, ordinances, departmental rules and regulations affecting such system.

2. The construction, operation, and repair shall be performed in a manner consistent with high industry standards and shall meet applicable City of Orting Development Standards. Persons engaged in the construction, operation, or repair of communications facilities shall exercise reasonable care in the performance of all their activities and shall use commonly accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

3. Construction, operation, or repair of a communications system shall not commence until all required permits have been properly filed for and obtained from the proper city officials and all required permits and associated fees paid and bonds or other performance security provided. In any permit so issued, the City may impose as a condition of the granting of the permit such conditions and regulations as may be necessary to the management of the rights-of-way, including, by way of example and not limitation, for the purpose of protecting any structures in the public rights-of-way, for the proper restoration of such public rights-of-way and structures, and for the protection of the City and the public and the continuity of pedestrian and vehicular traffic.

4. A master permit or right-of-way permit may provide for the conditions under which emergency work may be undertaken before obtaining city permits where such work is necessary to immediately remedy an emergency situation involving an imminent danger to health, safety or property or to temporarily restore communications system services that have been disrupted by storms, earthquakes, riots or other unexpected accidents. A communications system operator undertaking such emergency work shall be required:

a. To give notice to the City of the commencement of the emergency work as quickly as practical;

b. To apply for the permits which would otherwise be required for such work by the next business day from the commencement of such work; and

c. To conform any work performed prior to the approval of the required permit and to carry out any other work in the area involved in accordance with the requirements of the permit.

5. Operators of communications systems must follow city-established requirements for placement of facilities in public rights-of-way, including the specific location of facilities in the public rights-of-way, and must install facilities in a manner that minimizes interference with the use of the public rights-of-way by others. The City may require the installation of facilities at a particular time, at a specific place, or in a particular manner as a condition of access to a particular right-of-way; it may require a person using the rights-of-way to cooperate with others to minimize adverse impacts on the rights-of-way through joint trenching, joint use of facilities and other arrangements; it may deny access if an operator is not willing to comply with the City's requirements; it may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the City, or that is installed without prior city approval of the time, place, or manner of installation; and it shall charge the operator of the facility for all the costs associated with removal.

6. Upon order of the Administrator, all work that does not comply with the permit, the approved plans or specifications for the work, or the requirements of this Chapter or other applicable law shall be removed.

7. Unless otherwise agreed or provided in a master permit or right-of-way permit, a communications systems operator shall be required to reimburse and hold harmless the City for any cost or expense reasonably incurred by the City in planning, construction, installing, altering, or implementing any public work as a result of the construction or the presence in the public right-of-way of the facility of such communications system operator.

8. The specific location within the right-of-way and the method of installing facilities underground or overhead will be subject to approval by the City Engineer. Cutting of pavement in the public right-of-way shall be prohibited where the City Engineer approves locating underground facilities in the unimproved portions of the right-of-way or in the sidewalk areas or requires alternative methods for undergrounding not requiring trenching or the cutting of pavement.

9. Except to allow for compliance with state or federal law, cutting of pavement shall be prohibited in any event in a newly constructed or reconstructed street for a period of five years from the paving of such street or in a street where a trench was previously available for a period of three years from the date the trench was available. The City may require as a condition to the occupancy

of the rights-of-way that communications facilities be located in existing underground ducts or conduits wherever the capacity exists; provided, however, the City Engineer may in his or her discretion permit pot-holing (subject to conditions to alleviate the harmful effects) where conduit is to be placed underground by means of directional boring and the person seeking permission has provided evidence satisfactory to the City Engineer that:

a. Such pot-holing is necessary to avoid interference with existing utilities;

b. Such pot-holing is the only reasonable alternative available to locate existing utilities; and

c. Such pot-holing will result in little or no visual or other detrimental impact to the street.

10. Any and all public rights-of-way, public property, or private property that is disturbed or damaged during the construction, operation, repair or removal of a communications facility shall be promptly repaired by the communications system operator that disturbed or damaged the public rights-of-way, public property or private property. Public property and public rights-of-way must be restored to the satisfaction of the City and to a condition as good as or better than before the disturbance or damage occurred.

11. A communications system operator shall continue to maintain the restored street area, which may consist of curb, gutter, sidewalk, pavement, or other restored appurtenances, in a condition as good as or better than the condition of the adjacent undisturbed area of the street for the life of the street when such maintenance or restoration is required as:

a. A result of the restored street area being defective or otherwise inferior to the adjacent undisturbed area of the street; or

b. A result of the presence of the facilities of the communications system operator until the restored area is repaved or reconstructed by a different party.

12. Tree trimming shall not be performed without the permission of the City and other affected authorities, and tree trimming must be performed in strict accordance with the City Code.

13. Within 48 hours after notice from the City, a communications system operator shall remove any graffiti on any part of its communications system in the public rights-of-way. If the operator fails to do so, the City may remove the graffiti and bill the operator for the cost thereof.

D. Relocation and Abandonment of Facilities.

1. A communications system operator shall, by a time specified by the City, protect, support, temporarily disconnect, relocate, or remove any of its property when required by the City by reason of traffic conditions; public safety; public right-of-way construction; public right-of-way repair (including resurfacing or widening); change of public right-of-way grade; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, tracks, or any other type of government-owned communications system, public work, public facility or improvement, or any government-owned utility; public right-of-way vacation; or for any other purpose where the work involved would be aided by the removal or relocation of the communications facility. Collectively, such matters are referred to below as the “public work.”

a. Except in the case of emergencies, the City shall provide written notice describing where the public work is to be performed as soon as practical but at least 30 days prior to the deadline by which a communications system operator must protect, support, temporarily disconnect, relocate or remove its facilities. A communications system operator may seek an extension of the time to perform such tasks where they cannot be performed in 30 days or by the completion time specified even with the exercise of its best efforts, and such request for an extension shall not be unreasonably refused.

b. In the event of an emergency, or where a communications facility creates or is contributing to an imminent danger to health, safety, or property, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the communications facility without prior notice, and charge the communications system operator for costs incurred.

c. If a communications system operator does not comply with the requirements of this Chapter and the applicable master permit or right-of-way permit does not provide otherwise, and if not prohibited by applicable law, the City shall have the right to revoke any right of a communications system operator to have its facilities remain at a specific location in the public right-of-way at any time the City determines that the facilities of such communications system operator must be removed from their present location or from the street in order to facilitate a public work in the public right-of-way and upon revocation of the master permit, license or right-of-way permit of the communications system operator as to the affected designated facilities the communications system operator shall remove the same and restore the street at its cost.

2. If any person that is authorized to place facilities in the rights-of-way requests another communications system operator to protect, support, temporarily disconnect, remove, or relocate its facilities to accommodate the construction, operation, or repair of the facilities of such other person, the communications system operator shall, after 30 days’ advance written notice, take action to effect the necessary changes requested. Unless the matter is governed by a valid contract or a state or federal law or regulation, the reasonable cost of the same shall be borne by the person requesting the protection, support, temporary

disconnection, removal, or relocation and at no charge to the city, even if the city makes the request for such action on behalf of such party.

3. A communications system operator shall, on the request of any person holding a valid permit issued by a governmental authority, temporarily raise or lower its wires to permit the moving of buildings or other objects. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same. A communications system operator shall be given not less than seven days' advance notice to arrange for such temporary wire changes.

4. A grantee may abandon and surrender its master permit to the City on six months' written notice to the Administrator, with copies served on the Mayor and City Attorney. Abandonment shall be subject to acceptance by the City, by a resolution of acceptance adopted by the City Council. Upon abandonment, nonrenewal, revocation or expiration of this master permit, and if no extension is granted, grantee may, at the discretion of the Administrator, be required, in part or entirely, to remove all its fiber, wire, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the master permit. Alternatively, the Administrator may direct, limit or condition grantee's removal, sale or continued use or abandonment of grantee's facilities and equipment, either by agreement or through means of any other lawful municipal power or right. The City may continue to invoke any provision of this master permit against grantee or any successor entity enjoying de facto master permit privileges after revocation or expiration. The City may take all other actions deemed necessary and proper by the City to accommodate the transition to any successor as may be in the best interests of the City and its residents.

E. Facility Subject to Inspection – Operator Must Provide Information. Every communications facility shall be subject to the right of periodic inspection by the City to determine compliance with the provisions of this Chapter, a master permit or right-of-way permit, or other applicable law. The City shall have the right, upon request, to be notified and be present when the communications system is inspected by the operator to determine compliance with the provisions of this Chapter, a master permit, right-of-way permit, or applicable law where the City has enforcement authority. Each operator must respond to requests for information regarding its system and plans for the system as the City may from time to time issue, including requests for information regarding its plans for construction, operation and repair and the purposes for which the plant is being constructed, operated, or repaired to the extent such plant is or will be in the public right-of-way or has been or will be provided under any master permit or right-of-way permit granted by or requested from the City.

F. Underground Services Alert. Each operator of a communications system that places facilities underground shall be a member of the regional notification center for subsurface installations and shall field mark the locations of its underground communications facilities upon request. The operator shall locate

its facilities for the City at no charge. Each operator shall reasonably cooperate with city initiatives to coordinate underground fixture locations and installations. Each operator shall be familiar with Chapter 19.122 RCW, Washington State's underground utilities statute. Each operator shall certify that it understands local procedures, custom and practice relating to facilities locating, and shall ensure that its contractors or others working in the right-of-way on grantee's behalf are similarly well informed.

G. Undergrounding of Lines. Each operator shall recognize the City's right to preserve and control of the public right-of-way, particularly with respect to policies regarding the undergrounding of overhead lines for aesthetic reasons. Consistent with any general municipal undergrounding policy or program now or hereafter developed, the City reserves the right to require each operator's participation in municipally imposed undergrounding or related requirements as may now or hereafter arise, as a condition of the operator's new installation or major maintenance or restoration construction activities of overhead facilities under this franchise. Each operator shall coordinate its underground installation and planning activities with the City's underground plan and policies; provided, in no event shall any third party beneficiary rights be implied or created. Nothing in this Section shall be permitted in conflict with RCW 35.99.060, and the provisions of this Section shall be applied in conformity thereto.

H. Reimbursement. A communications system operator may request reimbursement from the City as provided in RCW 35.99.060(3)(a) through (c) and if so requested the City shall make reimbursement as provided therein.

I. Plans for and Publicizing Work.

1. Work shall be publicized as the City may direct from time to time to notify the public and operators of other communications systems of the impending work, to minimize inconvenience and disruption to the public and to allow for cooperative construction and for joint use of trenches and facilities.

2. Each communications system operator shall provide the City a plan for any initial system construction, or for any substantial rebuild, upgrade or extension of its facility, which shall show its timetable for construction of each phase of the project, and the areas of the City that will be affected.

3. Each operator shall supply and maintain updated, at no cost, any information requested by the Administrator to coordinate municipal functions with the operator's activities and fulfill any municipal obligations under state law. The Administrator may request information concerning an installation inventory, location of existing or planned facilities, maps, plans, and as-built drawings of the operator's installations in the City. The information may be requested either in hard copy and/or electronic format compatible with the City's database system. Each operator shall keep the Administrator informed of its long-range plans for coordination with the City's long-range plans.

4. Each communications facility operator shall maintain accurate maps and improvement plans which show the location, size, and a general description of all facilities installed in the public rights-of-way and any power supply sources (including voltages and connections). Maps shall be based upon post-construction inspection to verify location. The operator of each communications facility shall provide a map (on 24-inch-by-36-inch Bond and/or PDF) to the City showing the location of its facilities, in such detail and scale as may be directed by the City Engineer. Vertical and Horizontal tolerance limits shall be +/- 0.01 foot. New system maps shall be promptly submitted to the City when the facility expands or is relocated. Copies of maps shall be provided on disk, in a commercially available electronic format specified by the City Engineer or in such alternate form as approved by the City Engineer.

5. The Administrator may, when the City receives application for a permit to use a particular route, or on the Administrator's own initiative, designate by published order a route or proposed route for installation of communications facilities and may:

a. Require all persons who wish to place underground facilities along that route or any part thereof to install them during a specified period; and

b. To the extent allowed by law, otherwise prohibit placement of such facilities along the route or any part thereof for 36 months or for such other, longer period as is necessary to protect the public.

OMC 8-8-8 Protection of the City and Residents.

A. Indemnification. No master permit or right-of-way permit issued to a communications system operator or a private communications system owner shall be valid or effective until and unless the City obtains an adequate indemnity from such operator or owner. Unless otherwise agreed, in writing, adequate indemnity must:

1. Release the City from and against any and all liability and responsibility in or arising out of the construction, operation, or maintenance of the communications facility in the public right-of-way by the communications facility operator or private communications system owner; and

2. Provide that the indemnification provision shall survive the term of any master permit or other authorization and continue in full force and effect as to the communications facility operator's or private communications system owner's responsibility to indemnify.

B. Insurance. A master permit or right-of-way permit issued to a communications system operator or a private communications system owner shall not be valid or effective until and unless the City obtains assurance that the

insurance required by the City's insurer is in effect. A communications system operator or a private communications system owner shall procure and maintain for the duration of the master permit or right-of-way permit, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by the communications system operator or a private communications system owner or on their behalf with the issuance of the master permit or right-of-way permit.

1. A grantee or right-of-way permit holder shall not commence construction or operation of any facilities without obtaining all insurance required by the City and approval of such insurance by the City, nor shall a grantee or right-of-way permit holder allow any contractor or subcontractor to commence work on its contract or subcontract until all such similar insurance required of the same has been obtained and approved. The required insurance must be obtained and maintained for the entire period the grantee or right-of-way permit holder has facilities in the rights-of-way, and for a period thereafter as specified. If the operator, its contractors, or subcontractors do not have the required insurance, the City may order such entities to stop operations until the insurance is obtained and approved.

2. Certificates of insurance reflecting evidence of the required insurance, coverage, endorsements, and ratings shall be filed with the Administrator. The grantee or right-of-way permit holder shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the grantee or right-of-way permit holder before issuance of the master permit or right-of-way permit.

3. If the insurance certificate provided indicates that the insurance shall terminate or lapse during the period of the master permit or license, then the grantee or right-of-way permit holder shall furnish, at least 30 days prior to the expiration date of such insurance, a renewed certificate of insurance as proof that equal and like coverage has been or will be obtained prior to any such lapse or termination to be in effect during the balance of the period of the master permit or right-of-way permit under which the communications system operates. Failure on the part of the grantee or right-of-way permit holder to maintain the insurance as required shall constitute a material breach of the master permit or right-of-way permit, upon which the City may, after giving five business days' notice to the grantee or right-of-way permit holder to correct the breach, immediately terminate the master permit or right-of-way permit or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

4. Policies shall be issued by companies authorized to do business under the laws of the state of Washington. Financial ratings must be no less than "A:VII" in the latest edition of "Bests Key Rating Guide," published by A.M. Best Guide.

5. In every master permit or license agreement, the City shall reserve the right to require any other insurance coverage it deems necessary depending upon the exposures.

C. Performance/Payment Bonds. Every operator of a communications facility may be required to obtain performance bonds and, if necessary, payment bonds to ensure the faithful performance of its responsibilities under this Chapter and any master permit, right-of-way permit or license, including a sufficient amount to cover removal of facilities and/or restoration of city facilities within rights-of-way. The amount of the performance and payment bonds shall be set by the Administrator or may be set in a master permit in light of the nature of the work to be performed and is not in lieu of any additional bonds that may be required through the permitting process. The bond shall be in a form acceptable to the City Attorney. The City may from time to time increase or decrease the amount of the required performance bond to reflect changes in risks to the City and to the public.

OMC 8-8-9 Enforcement and remedies.

A. Administrator's Responsibilities. The Administrator is responsible for enforcing and administering this Chapter, and the Administrator is authorized to give any notice required by law or under any master permit, including, by way of example and not limitation, a notice required under 47 U.S.C. Section 546. The Administrator is also authorized to seek information from any communications system operator, and to take all other actions necessary or appropriate to the administration of this chapter or any master permit. Master permits may be denied, issued or revoked only by the City Council. General administration of the master permit for the City is through the office of the administrator. However, the Administrator may delegate this authority and responsibility to other agents of the City. All questions of application, interpretation, conflict or ambiguity arising out of or in connection with a master permit may be determined through communications with the Administrator, except where otherwise specifically stated.

B. Minimum Contents of Every Master Permit or Right-of-Way Permit. In addition to satisfying the other applicable requirements of this Chapter, every master permit or right-of-way permit for a communications system shall contain the following provisions:

1. The master permit or right-of-way permit shall provide that neither the granting of any master permit or right-of-way permit, or any provision thereof, shall constitute a waiver or bar to the exercise of any governmental right or power, police power, or regulatory power of the City as may exist at the time the master permit or license is issued or thereafter be obtained.

2. The master permit or right-of-way permit shall only authorize occupancy of the right-of-way to provide the services and for the purposes described in the master permit or license.

3. A master permit or right-of-way permit shall be a privilege that is held in the public trust and personal to the original grantee or permit holder. The master permit or right-of-way permit shall ensure that no transfer of the master permit or license may occur, directly or indirectly, without the prior consent of the City.

4. The master permit or license shall contain appropriate provisions for enforcement, and protection of the public, consistent with the other provisions of this Chapter.

5. The master permit or license shall be for a specified term, set forth in the master permit or license. A master permit issued under this Chapter shall be for a term of no longer than five years, unless the City Council determines that a longer period would be in the City's interest. A right-of-way permit issued under this Chapter shall be for a term of no longer than one year.

C. Penalties. Any person found to have occupied or carried out activities in the public rights-of-way without first having obtained or having in effect a valid master permit, license, or right-of-way permit as required by this Chapter shall be guilty of a misdemeanor and shall be punished by a fine not exceeding \$1,000 or by imprisonment not exceeding 90 days or by both such fine and imprisonment. Each day that any such occupancy or activity shall continue in violation of this Chapter shall constitute a separate offense.

D. Revocation, Reduction of Term, or Forfeiture of Master Permit or Right-of-Way Permit.

1. A master permit or right-of-way permit may be revoked for violation of any terms and conditions of the master permit or other city ordinances, resolutions or policy including but not limited to the following:

a. Construction or operation in the public rights-of-way of the City or on city property in a manner in violation of a master permit or right-of-way permit;

b. Construction or operation at an unauthorized location in the public rights-of-way of the City or on city property;

c. Misrepresentation by or on behalf of the operator in any material respect in any application or written statements or documents to the City on which the City relies in making the decision to grant, review, or amend the master permit or right-of-way permit;

d. Abandonment of telecommunications facilities in the public rights-of-way or on city property;

e. Failure to relocate or remove facilities as required by this Chapter, master permit, or right-of-way permit;

f. Failure to pay taxes, compensation, fees, or costs when and as due the City under this Chapter;

g. Insolvency or bankruptcy of the operator; or

h. Violation of any material provision of this Chapter or master permit which is not timely cured on notice to the operator by the City.

2. If the City believes that grounds exist for revocation of the master permit, the operator shall be given written notice of the apparent violation or noncompliance, providing a short and concise statement of the grounds for revocation. The notice shall provide the operator a reasonable period of time not exceeding 30 days to furnish evidence:

a. That corrective action has been or is being actively and expeditiously pursued to remedy the violation or noncompliance;

b. That rebuts the alleged violation or noncompliance;
or

c. That it would be in the public interest to impose some penalty or sanction less than revocation.

3. If the Administrator determines that the operator has failed to comply with the master permit, the Administrator shall enter a written order of violation and impose sanctions, including revocation of the master permit, a requirement for curative actions, and/or a fine not to exceed \$5,000. The decision of the Administrator shall be based upon the nature, circumstances, extent and gravity of the violation as reflected by one or more of the following factors:

a. Whether the misconduct was egregious;

b. Whether substantial harm resulted;

c. Whether the violation was intentional;

d. Whether there is a history of prior violations of the same or other requirements;

e. Whether there is a history of overall compliance; and

f. Whether the violation was voluntarily disclosed, admitted or cured; provided, that no opportunity for cure is allowed for fraud, which shall be deemed incurable.

4. Appeals.

a. The operator may appeal any decision of the Administrator to the hearing examiner by filing a written notice of appeal with the City Clerk within ten (10) calendar days of the date of issuance of the Administrator's decision. The notice of appeal must include a copy of the Administrator's decision and a complete record originally submitted to the Administrator by the operator. The City Clerk shall forward the appeal and the record to the Hearing Examiner who shall set the matter for hearing as provided in the adopted rules for hearing examiner appeals.

b. The Hearing Examiner shall consider the record before the Administrator and written and oral argument based upon that record; provided, that the Hearing Examiner may, upon a showing of good cause, allow appellant to introduce additional evidence and the City shall be allowed to rebut such evidence. The operator shall have the burden of establishing that the Administrator's decision is not supported by a preponderance of the evidence.

c. The Hearing Examiner shall accord substantial weight to the Administrator's decision. The Hearing Examiner shall either affirm or reverse the Administrator's decision. The Hearing Examiner's decision shall be the final decision of the City.

5. Notwithstanding the foregoing, the City may declare a master permit forfeited without opportunity to cure or the notice required by subsection (D)(3) of this Section where the operator fails to begin to exercise its rights under the master permit within a period specified in the master permit. However, an operator shall have the right to receive 30 days' prior notice of intent to declare a master permit forfeited, and shall have the opportunity to show cause why the master permit should not be forfeited.

6. Notwithstanding the foregoing, a master permit or right-of-way permit will automatically terminate by force of law 120 calendar days after an assignment for the benefit of creditors or the appointment of a receiver or trustee to take over the business of the operator, whether in a receivership, reorganization, bankruptcy assignment for the benefit of creditors, or other action or proceeding. However, the master permit or right-of-way permit may be reinstated within that 120-day period if (a) such assignment, receivership or trusteeship has been vacated; or (b) such assignee, receiver or trustee has fully complied with the terms and conditions of this Chapter and the master permit or right-of-way permit and has executed an agreement, approved by any court having jurisdiction, assuming and agreeing to be bound by the terms and conditions of this Chapter and the master permit or right-of-way permit. However, in the event of foreclosure or other judicial sale of any of the facilities, equipment or property of an operator, the City may revoke the master permit or right-of-way permit, following a public hearing before the City Council, by serving notice on the operator and the successful bidder at the sale, in which event the master permit or right-of-way permit and all rights and privileges of the master permit or right-of-way permit will be revoked and will terminate 30 calendar days after serving such notice, unless: (a) the City has

approved the transfer of the master permit or right-of-way permit to the successful bidder; and (b) the successful bidder has covenanted and agreed with the City to assume and be bound by the terms and conditions of the master permit or right-of-way permit and this Chapter.

E. Sale, Lease, Assignment.

1. This master permit or license shall not be sold, leased, assigned, or otherwise alienated without the express consent of the City, and no rule of estoppel shall be invoked against the City in case the City shall assert the invalidity of any attempted transfer in violation of this Section. The City agrees not to withhold consent where the operator demonstrates that the requested assignment is in the nature of a change of name or a change in the nature of a reorganization or merger of or with an entity controlled by, controlling, or under the common control of the operator, there being no other change in the resulting entity's ability to meet its master permit or license obligations.

2. The City reserves the right to invoke any or all provisions of this master permit or license upon the operator's successors or assigns, judgment creditors, or distributors of facilities or property used in enjoyment of privileges conferred herein, whether or not stated elsewhere, all without waiver of the right to withhold consent not expressly given of any such transfer and/or require a new master permit or license.

3. The operator shall not permit installations by others in the permitted areas, without written approval from the Administrator. Such approval shall not be in lieu of a master permit or license or other requirements of the City. Whether or not permitted, the operator shall remain responsible for all third party users permitted or allowed by the operator for compliance with the master permit or license. The intent of this provision is so third parties who might otherwise desire to use the operator's facilities are also required to comply with city requirements regarding master permit or right-of-way permit, as may apply.

F. Effect of Termination or Forfeiture. Upon termination or forfeiture of a license or master permit, whether by action of the City as provided above, or by passage of time, the operator shall be obligated to cease using the communications system for the purposes authorized by the master permit. The City may either take possession of some or all of the operator's facilities in the public rights-of-way or require the operator or its bonding company to remove some or all of the operator's facilities from the public rights-of-way and restore the public rights-of-way to its same, or better, condition. If the operator neglects, refuses, or fails to remove such facility, the City may remove the facility at the expense of the operator. The operator's obligation to remove shall survive the termination of the master permit or right-of-way permit for a period of two years; provided, that this provision does not permit the City to take possession of, or require the operator to remove, any facilities that are used to provide another service for which the operator holds a valid master permit or right-of-way permit issued by the City.

G. Remedies Cumulative. All remedies under this Chapter and any master permit or right-of-way permit are cumulative unless otherwise expressly stated. The exercise of one remedy shall not foreclose use of another, nor shall the exercise of a remedy or the payment of liquidated damages or penalties relieve a communications system operator of its obligations to comply with its master permit or license. Remedies may be used singly or in combination; in addition, the City may exercise any rights it has at law or equity. Recovery by the City of any amounts under insurance, the performance bond, the security fund or letter of credit, or otherwise, does not limit a communications system operator's duty to indemnify the City in any way; nor shall such recovery relieve a communications system operator of its obligations under a master permit, or right-of-way permit, limit the amounts owed to the City, or in any respect prevent the City from exercising any other right or remedy it may have.

H. Compliance with Laws. Each operator shall comply with all applicable laws heretofore and hereafter adopted or established during the entire term of its master permit or right-of-way permit.

I. Reservation of Authority. The City may do all things that are necessary and convenient in the exercise of its jurisdiction under this Chapter.

J. No Waiver – Performance or Compliance. The failure of the City to insist on timely performance or compliance by any person holding a master permit or right-of-way permit shall not constitute a waiver of the City's right to later insist on timely performance or compliance by that person or any other person holding such a master permit or right-of-way permit.

K. Chapter Not a Contract. The City expressly reserves the right to amend this Chapter and any master permit, right-of-way permit or license hereunder from time to time in the exercise of its lawful powers. The provisions of this Chapter shall not be construed to create or to be a contract.

L. No Waiver – Enforcement. The failure of the City to enforce any provision of this Chapter on any occasion shall not operate as a waiver or estoppel of this right to enforce any provision of this Chapter on any other occasion, nor shall the failure to enforce any prior ordinance, law or contractual provision affecting communications facilities or communications system operators act as a waiver or estoppel against application of this Chapter or any other provision of applicable law.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____, 2018

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

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



**City Of Orting
Council Agenda Summary Sheet**

Subject: Ordinance No. 2018-1032. Granting a Nonexclusive Master Use Permit to Seattle SMSA Limited Partnership D/B/A Verizon Wireless		Committee	Study Session	Council
	Agenda Item #		AB18-44.A	
	For Agenda of:	PW 6.6.18	6.20.18	
	Department:	Public Works		
	Date Submitted:	6.14.18		
Cost of Item:	_ \$			
Amount Budgeted:	_ \$			
Unexpended Balance:	_ \$			
Bars #:				
Timeline:				
Submitted By:	Charlotte Archer, City Attorney			
Fiscal Note:				
Attachments: Ordinance No. 2018-1032				
<p>SUMMARY STATEMENT: Seattle SMSA Limited Partnership, doing business as Verizon Wireless, approached the City with a request to install a telecommunications system (including small-cell technology) within the City’s right of way. Pursuant to the City’s code and regulations, the first step in the process is the negotiation of a Master Use Permit, which sets the general terms for this endeavor. If a Master Use Permit is granted, Verizon would then be required to apply for project-specific permits (including but not limited to Building Permits, Right of Way Permits, etc.) for each proposed installation, which would be subject to the Architectural Design Review process.</p> <p>By this Ordinance, if adopted, the City Council would grant a Master Use Permit to Verizon for its future installation of a telecommunications system within the City’s right of way (on existing infrastructure and/or new infrastructure).</p>				
RECOMMENDED ACTION: MOVE FORWARD TO THE NEXT COUNCIL MEETING.				

**CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2018-1032**

**AN ORDINANCE OF THE CITY OF ORTING, WASHINGTON,
GRANTING A NONEXCLUSIVE MASTER USE PERMIT TO
SEATTLE SMSA LIMITED PARTNERSHIP D/B/A VERIZON
WIRELESS; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, Seattle SMSA Limited Partnership d/b/a Verizon Wireless, hereinafter referred to as “Permittee” is a telecommunications company that, among other things, provides wireless telecommunications service to customers in the Western Washington region; and

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

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

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

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

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

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

ARTICLE 1. DEFINITIONS

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

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

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

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

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

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

“100% Design Submittal” means a Design Document(s) upon which Permittee’s contractors will rely in constructing the Facilities.

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

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

of this Master Use Permit, including by way of example and not limitation, engineering and legal services.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Permittee” shall mean Seattle SMSA Limited Partnership d/b/a Verizon Wireless and any of its Affiliates.

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

“Telecommunications System” or “System” shall mean collectively the Facilities necessary to provide personal wireless services, including: commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services.

Telecommunications System shall not mean or include Facilities owned or used for the provision of cable television services, video programming, or services other than personal wireless services, including ownership and/or operation of a dark fiber network.

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

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

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

ARTICLE 2. MASTER USE PERMIT GRANT

2.1 Public Right-of-Way Use Authorized. Subject to the terms and conditions of this Master Use Permit, the City grants to Permittee a nonexclusive Master Use Permit generally authorizing the Permittee to Construct and operate Facilities for the purposes of owning, operating, and maintaining a Telecommunications System in, along, among, upon, across, above, over, and under the Public Rights-of-Ways located within the Master Use Permit Area, as shown on the attached Exhibit A. However, Permittee must apply for and be granted Use Permits for authorization to Construct Facilities on a site-by-site basis. Additionally, Permittee shall execute a site-specific agreement for each Facility site as a separate addendum to this Master Use Permit to set the charge for use of the Facility site in the form on the attached Exhibit B.

2.2 Permit Term. The rights granted herein shall remain in full force and effect for a period of ten (10) years from the effective date of this ordinance. However, this Master Use Permit shall not take effect and Permittee shall have no rights under this Master Use Permit unless a written acceptance with the City is received pursuant to this Master Use Permit. If Permittee desires to renew this Master Use Permit, it shall file a renewal application with the City between 180 days and 120 days prior to the expiration of the existing Master Use Permit term. In the event of such filing, the City may, at the City’s sole discretion extend the term of this Master Use Permit for up to one year beyond the expiration date to allow processing of renewal. If the City elects to extend the term of this Master Use Permit, written notice of the extension shall be provided to Permittee prior to the Master Use Permit expiration date.

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

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

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

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

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

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

2.6 Transfer. Any assignment of use or occupancy privileges granted under this Master Use Permit requires consent of the City in the same manner as right of use or occupancy originally granted, excepting minor stock transfers. Notwithstanding the foregoing, Permittee may assign or transfer the rights and privileges granted herein to any Affiliate, or to any purchaser of all or substantially all of the assets of Permittee, without

the requirement for City approval, so long as the successor provides advance written notice to the City that it is then fully liable to the City for compliance with all terms and conditions of this Master Use Permit.

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

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

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

ARTICLE 3. COMPLIANCE WITH LAWS/ORDER OF PRECEDENCE

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

3.2 Police Powers. Permittee acknowledges that its rights hereunder are subject to those powers expressly reserved by the City and further are subject to the police powers of the City to adopt and enforce ordinances necessary to protect the health, safety, and welfare of the public. Permittee agrees to comply with all applicable general ordinances now or hereafter enacted by the City pursuant to such power.

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

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

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

ARTICLE 4. ACCEPTANCE

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

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

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

4.1.3 Payment in readily available funds of the administrative costs for issuance of the Master Use Permit in conformance with the requirements of Section 5.7.2 herein.

4.1.4 Payment of the costs of publication of this Master Use Permit Ordinance in conformance with the requirements of Section 5.6.4 herein.

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

4.2 Failure to Timely File Acceptance. Except as provide in this Section 4.2 below, the failure of Permittee to timely file its written acceptance shall be deemed a rejection by Permittee of this Master Use Permit, and this Master Use Permit shall then be void.

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

4.4 Effect of Expiration/Termination. Upon expiration, revocation, or termination of the Master Use Permit without renewal or other authorization, Permittee

shall no longer be authorized by the City to operate the Facilities and shall, to the extent it may lawfully do so, cease operation of the Facilities. Forthwith thereafter, except as provided in this Section, or as otherwise provided by ordinance, Permittee shall: (1) remove its Facilities from the Public Rights-of-Ways and restore the Public Rights-of-Way within one hundred twenty (120) days and in accordance with Section 7.13 of this Master Use Permit, all at Permittee's expense; (2) sell its Facilities to another entity (which may include the City) upon City approval; or (3) abandon any Facilities in place in the Public Rights-of-Way in accordance with Section 7.19.

ARTICLE 5. PROTECTION OF THE CITY AND PUBLIC

5.1 Limitation of Liability

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

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

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

5.3 Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.5 Financial Conditions.

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

5.5.2 Reimbursement of Direct Costs of Design Review and Inspection. Permittee shall reimburse to the City, its Direct Costs of approvals and inspections, to the extent that such Direct Costs are not included in the costs for issuance of and compliance with the Master Use Permit. Approvals and inspection, including review of the Design Documents and inspection for compliance with Standards (as defined in Section 7.1.2) and the Design Documents.

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

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

5.5.5 Taxes and Fees. Nothing contained in this Master Use Permit Agreement shall exempt Permittee from Permittee's obligation to pay any applicable utility tax, business tax, or ad valorem property tax, now or hereafter levied against real or personal property within the City, or against any local improvement assessment imposed

on Permittee. Any fees, charges and/or fines provided for in the Orting Municipal Code or any other City ordinance, and any compensation charged and paid for the Public Rights-of-Way, whether pecuniary or in-kind, are separate from, and additional to, any and all federal, state, local, and City taxes as may be levied, imposed or due from Permittee.

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

ARTICLE 6. ENFORCEMENT AND REMEDIES

6.1 Dispute Avoidance/Mediation.

6.1.1 Representatives. If a Dispute cannot be resolved through discussions by each Party's representative, upon the request of either Party, each Party shall each designate a senior representative ("Senior Representative"), and the Senior Representatives for the Parties shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve the Dispute. Prior to any meetings between the Senior Representatives, the Parties will exchange relevant information that will assist the Parties in resolving the dispute.

6.1.2 Mediation. If the Parties are unable to resolve the dispute under the procedure set forth in this section, the Parties hereby agree that the matter shall be referred to mediation. Either Party may request mediation upon a determination by that Party that the Parties are unable to resolve the Dispute pursuant to Section 6.1.1 herein. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of seven (7) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a Party fails to notify the other Party of which mediator it has stricken within two (2) business days, the other Party shall have the option of selecting the mediator from those mediators remaining on the list. Any expenses of mediation shall be borne equally by the Parties. Mediation shall be conducted in Pierce County, Washington.

6.1.3 Intent. The obligations of this Section 6.1 are not intended, and shall not be construed, to prevent a Party from assessing liquidated damages in the event of a Material Breach, issuing an order to cure an alleged Material or Non-Material Breach, or taking corrective action. The intent of the Parties is to require compliance with this Section 6.1 before either party may take Legal Action.

6.2 Remedies. After applicable notice and cure periods, the Parties have the right to seek any and all remedies available at law, in contract or in equity, singly or in combination, in the event of Material Breach, including without limitation the following:

6.2.1 Specific Performance. Each Party shall be entitled to specific performance of each and every obligation of the other Party under this Master Use Permit, unless prohibited under applicable Law, without any requirement to prove or establish that such Party does not have an adequate remedy at law. The Parties hereby waive the requirement of any such proof and acknowledge that either Party would not have an adequate remedy at law for the commission of an Event of Default hereunder.

6.2.3 Alternative Remedies. Except as otherwise provided herein, neither the existence of other remedies identified in this Master Use Permit nor the exercise thereof shall be deemed to bar or otherwise limit the right of the either Party to commence an action for equitable or other relief, and/or proceed against the other Party for all direct monetary damages, costs and expenses arising from the Default and to recover all such damages, costs and expenses, including reasonable attorneys' fees.

6.3 Right to Cure Breach.

6.3.1 Notice. If a Party believes that the other Party is in Breach, such Party shall give written notice to the other (the "Noticed Party") stating with reasonable specificity the nature of the alleged Breach. The Noticed Party shall have thirty (30) days from the receipt of such notice to:

6.3.1.1 Respond to the other Party, contesting that Party's assertion that a Breach has occurred, and request a meeting in accordance with subsection 6.1; or

6.3.1.2 Cure the Breach; or

6.3.1.3 Notify the other Party that the Noticed Party cannot cure the Breach within the time provided in the notice, due to the nature of the Breach. In the event the Breach cannot be cured within time provided in the notice, the Noticed Party shall promptly take all reasonable steps to cure the Breach and notify the other Party in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the other Party may set a meeting to determine whether additional time beyond the time provided in the notice is indeed needed, and whether the Noticed Party's proposed completion schedule and steps are reasonable.

6.3.2 Communication. If the Noticed Party does not cure the alleged Breach within the cure period stated above, or denies the alleged Breach, the Parties shall meet to attempt to resolve the Dispute.

6.3.3 Failure to Cure. If the Noticed Party fails to promptly commence and diligently pursue cure of a Non-Material Breach to completion to the reasonable satisfaction of the Party giving notice and in accordance with the agreed upon time line or the time provided for in the Notice of Breach, then the Non-Material Breach shall become a Material Breach.

6.4 Material Breach. In the event of a Material Breach, written notice of the Material Breach shall be provided to the Notice Party, setting forth the exact nature of the Material Breach. If the Material Breach has arisen as a result of a failure to cure a non-material Breach, and the Parties have previously mediated the Dispute pursuant to Section 6.1 herein, the Parties are not obligated to utilize the Dispute resolution process set forth at Section 6.1 before taking Legal Action.

6.5 Termination/Revocation. In addition to the remedies available as provided at Law, in equity or in this Master Use Permit, upon a Material Breach, either Party may terminate this Master Use Permit in accordance with the following:

6.5.1 Notice. Prior to termination of the Master Use Permit, the terminating Party shall give written notice to the Noticed Party of its intent to terminate the Master Use Permit and request a meeting pursuant to Section 6.1. The notice shall set forth the exact nature of the Material Breach. If the Noticed Party objects to such termination, the Noticed Party shall object in writing and state its reasons for such objection and provide any explanation.

6.5.2 Termination. In the event the Parties are unable to resolve the Dispute pursuant to Section 6.1 herein, either Party may then terminate the Master Use Permit in accordance with this subsection.

6.6 Assessment of Liquidated Damages.

6.6.1 Because it may be difficult to ascertain or quantify the harm to the City in the event of a Material Breach of this Master Use Permit by Permittee, the Parties agree to liquidated damages as a reasonable estimation of the actual economic losses resulting from a Material Breach of those provisions of this Master Use Permit. To the extent that the City elects to assess and recovers liquidated damages, such damages shall be the City's sole and exclusive remedy for recovery of compensatory damages resulting from such Material Breach.

6.6.2 Prior to assessing any liquidated damages, the City shall follow the procedures set forth in this Master Use Permit that provide the Permittee proper notice and a right to cure when applicable.

6.6.3 The City shall not assess any liquidated damages if the Permittee has cured or commenced to and completes the cure under the enforcement provisions of Article 6 of this Master Use Permit. In the event Permittee fails to cure, the City may assess liquidated damages and shall inform Permittee in writing of the assessment. Permittee shall have thirty (30) days to pay the damages.

6.6.4 The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day that the Permittee received the notice of Material Breach.

6.6.5 Pursuant to the requirements outlined herein, liquidated damages may be assessed by the City in such amounts as may be set forth at Exhibit “B”; in the amount of up to \$500.00 per day for each separate and continuing failure to timely comply with a material requirement of the following Sections of this Master Use Permit: 2.6 (Transfer); 4.4 (Expiration/Termination), 5.3 (Insurance), 5.4 (Bonds), 7.1.7 (Facilities Subject to Inspection); 7.2.1 (Use Permits Required); 7.3 (Emergency Permits); 7.5 (Dangerous Conditions, Authority for City to Abate); 7.7 (Stop Work); and, 7.12 (Record of Installations); and, in the amount of up to \$500.00 per day for each separate and continuing violation of a material requirement of all other provisions of this Master Use Permit for which actual damages may not be ascertainable;

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

7.1 General Requirements.

7.1.1 Right to Construct. Subject to the terms and conditions of this Master Use Permit and the required Use Permit(s), Permittee may perform all Construction Work for any Facility needed for the Construction of Permittee’s Facilities.

7.1.2 Compliance with Standards. Except as may be preempted by federal or state Laws, all Work and all of Permittee’s Facilities within the Public Rights-of-Way shall be Constructed in compliance with applicable Laws and the following “Standards” as now or may be hereafter revised, updated, amended or re-adopted, listed in order of precedence:

7.1.2.1 The current and any subsequent edition of the City of Orting Development Standards, Special Provisions and Standard Details.

7.1.2.2 The current and any subsequent edition of the Standard Specifications for Road, Bridge and Municipal Construction as prepared by the Washington State Department of Transportation (“WSDOT”) and the Washington State Chapter of American Public Works Association (“APWA”);

7.1.2.3 The Washington State Department of Transportation Manual of Uniform Traffic Control Devices (“MUTCD”);

7.1.2.4 Administrative regulations adopted by the City Engineer or Public Works Director establishing standards for placement of Facilities in Public Rights-of-Way, including by way of example and not limitation, the specific location of Facilities in the Public Rights-of-Way, this shall also include any road design standards that the City shall deem necessary to provide adequate protection to the Public Rights-of-Way, its safe operation, appearance, and maintenance;

All Work authorized and required hereunder shall be done in a safe, thorough, and workmanlike manner. All Facilities shall be durable and constructed in accordance with good engineering practices and standards promulgated by the government

and industry for placement, Construction, design, materials, and operation of Permittee Facilities;

7.1.3 Safety Codes and Regulations. Permittee shall comply with all applicable federal, State, and City safety requirements, rules, regulations, Laws, and practices.

7.1.4 City Codes. Permittee shall comply with all applicable City codes, including, without limitation, construction codes, building codes, fire code, zoning codes and regulations.

7.1.5 Least Interference. Work in the Public Rights-of-Way shall be done in a manner that does not unnecessarily hinder or obstruct the free use of the Public Rights-of-Way or other public property and which causes the least interference with the rights and reasonable convenience of property owners, businesses, and residents along the Public Rights-of-Way. Permittee Facilities shall be designed, located, aligned and Constructed so as not to disturb or impair the use or operation of any street improvements, utilities, and related facilities of City or City's then-existing lessees, licensees, permittees, easement beneficiaries or lien holders, without prior written consent of City or the Parties whose improvements are interfered with and whose consent is required pursuant to agreements with the City existing prior to the Effective Date. Permittee's Facilities shall be designed, located, aligned, and Constructed in such a manner as not to interfere with any planned utilities. For purposes of this section, "planned" shall mean utilities which the City intends to construct in the future, which intent is evidenced by the inclusion of said utility project in the Capital Investment Program Plan, a comprehensive utility plan, a transportation improvement plan or other written construction or planning schedule that is publicly available or provided to Permittee upon request.

7.1.6 Prevent Injury/Safety. All Construction Work shall be performed in a manner consistent with industry standards for wireless telecommunications. All of Permittee's Facilities shall be kept by Permittee at all times in a safe and hazard-free condition. Permittee shall ensure that Facilities within the Public Rights-of-Way do not become or constitute an unacceptable roadside obstacle and do not interfere with or create a hazard to maintenance of and along the Public Rights-of-Way.

7.1.7 Facilities Subject to Inspection. Permittee's Facilities shall be subject to the City's right of periodic inspection upon at least forty-eight (48) hours' notice, or, in case of an Emergency, upon demand without prior notice, to determine compliance with the provisions of this Master Use Permit or other applicable Law over which the City has jurisdiction. The City shall have the right, upon request and for the above-described purposes, to be notified and present when Permittee tests the System.

7.1.8 Publicizing Work.

7.1.8.1 Notice to Private Property Owners. Except in the case of an Emergency, Permittee shall give reasonable advanced notice to private property owners

and tenants of Construction Work on or adjacent to such private property if the Permittee reasonably anticipates such Work will materially disturb or disrupt the use of private property and when the City otherwise requires Permittee to provide such notice.

7.1.8.2 Notice to the Public. Except in the case of an Emergency, the Permittee shall notify the public prior to commencing any significant planned Construction that Permittee reasonably anticipates will materially disturb or disrupt public property or have the potential to present a danger or affect the safety of the public generally. If the Permittee must enter a third party's premises, it must have the permission of the owner or resident.

7.1.9 Graffiti Removal. Within 48 hours after notice from the City, Permittee shall remove any graffiti on any part of its System. If Permittee fails to do so, the City may remove the graffiti and bill the Permittee for the cost thereof.

7.1.10 Work of Contractors and Subcontractors. Permittee's contractors and subcontractors shall maintain any licenses or bonds required by the City's and State's regulations and requirements. Any contractors or subcontractors performing Work within the Public Right-of-Way on behalf of the Permittee shall be deemed servants and agents of the Permittee for the purposes of this Master Use Permit and are subject to the same restrictions, limitations, and conditions as if the work were performed by Permittee.

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

7.2.1 Use Permits Required. Prior to performing any Work in the Public Right-of-Way requiring a Use Permit, Permittee shall apply for, and obtain, in advance, such appropriate Use Permits from the City. As part of the permitting process, the City may impose such conditions as are necessary for the protection, preservation, and management of the Public Rights-of-Way, including, by way of example and not limitation, for the purpose of protecting any improvements, equipment, and devices in such Public Rights-of-Way, and for providing for the proper restoration of such Public Rights-of-Way and to protect the public and the continuity of pedestrian or vehicular traffic. Permittee shall pay all generally applicable and lawful fees for the requisite City Use Permits.

7.2.3 Submission/Approval of Plans.

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

7.2.3.2 Use of Public Rights-of-Way. The City may require that Facilities be installed at a particular time, at a specific place, or in a particular manner as a condition of access to a particular Right-of-Way and may deny access if Permittee is not willing to comply with the City's requirements; and after applicable notice and cure periods, may remove, or require removal of, any Facility that is not installed in compliance with the requirements established by the City or which is installed without prior City approval of the time, place, or manner of installation.

7.2.3.3 Approval of Plans. Work may not commence without prior approval by the City of all the Design Documents submitted by the Permittee.

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

7.3 Emergency Permits. In the event that Emergency repairs are necessary, Permittee shall immediately notify the City of the need for such repairs. Permittee may initiate such Emergency repairs, and shall apply for appropriate Use Permits within forty-eight (48) hours after discovery of the Emergency. In the event of an Emergency, a Permittee may perform Emergency Work in the Public Rights-of-Way without first securing a Use Permit for such Emergency Work, provided that: (1) the Permittee notifies the City in advance of the Emergency requiring the performance of such Emergency Work and the type and location of such Work; (2) the Permittee applies for a Use Permit by the third business day following commencement of such Work; and (3) the Permittee, at its sole cost and expense, makes its Work performed in the Public Rights-of-Way available for inspection to determine compliance with Laws and Standards.

7.4 No Alterations. Except as may be shown in the Design Documents approved by City, or as may be necessary to respond to an Emergency, Permittee, and Permittee's contractors and subcontractors, may not make any alterations to the Master Use Permit Area, or permanently affix anything to the Master Use Permit Area, without City's prior written consent. Notwithstanding the foregoing, no such consent shall be required for alterations to the Facility that are the result of routine maintenance or repair, so long as such maintenance or repair does not change the overall dimension, height, location, or placement of any Facility.

7.5 Dangerous Conditions, Authority for City to Abate. Whenever Construction of Facilities has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining Public Right-of-Way, street, or public place, or endangers the public, any utilities, or City-owned property, the City may reasonably require the Permittee to take action to protect the Public Right-of-Way, the public, adjacent public places, City-owned property, streets, and utilities. Such action may include compliance within a prescribed time. In the event that the Permittee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if Emergency conditions exist which require immediate action, the City may, to the extent it may lawfully do so, take such actions as are necessary to protect the Public Right-of-Way, the public, adjacent public places, City-owned property, streets, and utilities, to maintain

the lateral support thereof, or actions regarded as necessary safety precautions; and the Permittee shall be liable to the City for the reasonable costs thereof.

7.6 Inspection. The City may observe or inspect the Construction Work, or any portion thereof, at any time to ensure compliance with this Master Use Permit, applicable Law, the applicable approved 100% Design Documents, the Standards, and to ensure the Work is not being performed in an unsafe or dangerous manner.

7.7 Stop Work. On notice from the City that any Work does not comply with this Master Use Permit, the approved Design Documents or 100% Design Submittal for the Work, the Standards, or other applicable Law, or is being performed in an unsafe or dangerous manner as reasonably determined by the City, the non-compliant Work may immediately be stopped by the City. The stop work order shall be, in writing, given to the Person doing the work and be posted on the work site, indicate the nature of the alleged violation or unsafe condition; and establish conditions under which work may be resumed. If so ordered, Permittee shall cease and shall cause its contractors and subcontractors to cease such activity until the City is satisfied that Permittee is in compliance. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable Law, may order Permittee to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right to inspect, repair and correct the unsafe condition if Permittee fails to do so, and to reasonably charge Permittee therefor.

7.8 No Duty. Notwithstanding the right of City to inspect the Work, issue a stop work order, and order or make repairs or alterations, City has no duty or obligation to observe or inspect, or to halt work on, the applicable Facilities, it being solely Permittee's responsibility to ensure that the Facilities are Constructed and operated in strict accordance with this Master Use Permit, the approved Design Documents or 100% Design Submittal for the Work, the Standards, and applicable Law.

7.9 Facility Relocation at Request of the City.

7.9.1 Public Project. The City may require Permittee to alter, adjust, relocate, or protect in place its Facilities within the Public Right-of-Way when reasonably necessary for construction, alteration, repair, or improvement of any portion of the Public Rights-of-Way for purposes of public welfare, health, or safety ("Public Improvements").

7.9.2 Alternatives. If the City requires Permittee to relocate its Facilities located within the Public Rights-of-Way, the City shall make a reasonable effort to provide Permittee with an alternate location within the Public Right-of-Way. The Permittee may, within thirty (30) days after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives. The City shall evaluate such alternatives and advise the Permittee in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the Facilities. In the event the City determines, after due consideration, that there is no other reasonable alternative, Permittee shall relocate its facilities as otherwise provided in this Section 7.9.

7.9.3 Notice. The City shall endeavor to notify Permittee one hundred twenty (120) days, or as soon as practicable, of the need for relocation and shall specify the date by which relocation shall be completed. In calculating the date that relocation must be completed, City shall consult with Permittee. Permittee shall complete the relocation by the date specified, unless the City, or a reviewing court, establishes a later date for completion, after a showing by the Permittee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements.

7.9.4 Coordination of Work. Permittee shall cooperate with the City and its contractors and subcontractors to coordinate such Permittee Work to accommodate the public improvement project and project schedules to avoid delay, hindrance of, or interference with such project.

7.9.5 Failure to Comply. Should Permittee fail to alter, adjust, protect in place, or relocate any Facilities ordered by the City to be altered, adjusted, protected in place, or relocated, within the time prescribed by the City, given the nature and extent of the work, or if it is not done to the City's reasonable satisfaction, the City may, to the extent the City may lawfully do so, cause such work to be done and bill the reasonable cost of the work to the Permittee, including all reasonable costs and expenses incurred by the City due to Permittee's delay. In such event, the City shall not be liable for any damage to any portion of Permittee's System. In addition to any other indemnity, the Permittee will defend, indemnify, and hold harmless the City, from and against any and all claims, suits, actions, damages, or liabilities for delays on Public Improvement construction projects caused by or arising out of the failure of the Permittee to adjust, modify, protect in place, or relocate its Facilities in a timely manner.

7.10 Movement of Facilities for Others.

7.10.1 Private Benefit. If any alteration, adjustment, relocation, or protection in place of the System is required solely to accommodate the Construction of facilities or equipment that are not part of a public improvement project, Permittee shall, after at least sixty (60) days advance written notice, take action to effect the necessary changes requested by the responsible entity; provided that the Party requesting the same pays all actual costs associated with the requested work in the same proportion to the Party's contribution to the costs of the Project.

7.11 Movement of Facilities During Emergencies.

7.11.1 Emergency. In the event of an Emergency, or where a Facility creates or is contributing to an imminent danger to health, safety, or property, the City retains the right and privilege to protect, support, temporarily disconnect, remove, or relocate any or all parts of the System located within the Public Rights-of-Way, as the City may determine to be necessary, appropriate, or useful in response to any public health or safety Emergency and charge the Permittee for costs incurred. The City may use

contractors or agents to perform the actions permitted pursuant to this Section 7.11.1, and shall endeavor to provide Permittee as much prior notice as is possible of such action.

7.11.2 Notice. During Emergencies the City shall endeavor to, as soon as practicable, provide notice to Permittee of such Emergency at a designated Emergency response contact number, to allow Permittee the opportunity to respond and rectify the problem without disrupting utility service. If after providing notice, there is no immediate response, the City may move Permittee's facilities.

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

7.12 Record of Installations

7.12.1 Map/Record Drawing of System. Permittee shall provide the City with the most accurate and available maps and record drawings in a form and content prescribed by the City reflecting the horizontal and vertical location and configuration of its Telecommunications System within the Public Rights-of-Way and upon City property in a format acceptable to the City. Permittee shall provide the City with updated record drawings and maps upon request.

7.12.2 Maps/Record Drawings of Improvements. After Construction involving the locating or relocating of Facilities, the Permittee shall provide the City with accurate copies of all record drawings and maps showing the horizontal and vertical location and configuration of all of located or relocated Facilities within the Public Rights-of-Way. These record-drawings and maps shall be provided at no cost to the City, and shall include hard copies and digital copies in a format specified by the City.

7.13 Restoration of Public Rights-of-Way, Public and Private Property

7.13.1 Restoration after Construction. Permittee shall, after Construction of any part of its System, leave the Public Rights-of-Way and other property disturbed thereby, in as good or better condition in all respects as it was in before the commencement of such Construction. Permittee agrees to promptly complete restoration work to the reasonable satisfaction of the City.

7.13.2 Notice. If Permittee's Work causes unplanned, unapproved, or unanticipated disturbance of or alteration or damage to Public Rights-of-Way or other public or private property, the Permittee shall promptly notify the property owner within twenty-four (24) hours.

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

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

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

7.13.6 Warranty. Permittee shall warrant any restoration work performed by Permittee in the Public Right-of-Way or on other public property for one (1) year, unless a longer period is required by the Municipal Code or any generally applicable ordinance or resolution of the City. If restoration is not satisfactorily and timely performed by the Permittee, the City may, after thirty (30) days' prior notice to the Permittee, or without notice where the disturbance or damage creates an immediate risk to public health or safety, cause the repairs to be made and recover the reasonable cost of those repairs from the Permittee. Within thirty (30) days of receipt of an itemized list of those costs, including the actual and documented costs of labor, materials and equipment, the Permittee shall pay the City.

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

7.14 Approvals. Nothing in this Master Use Permit shall be deemed to impose any duty or obligation upon the City to determine the adequacy or sufficiency of Permittee's Design Documents or to ascertain whether Permittee's proposed or actual Construction is adequate or sufficient or in conformance with the 100% Design Submittal reviewed and approved by the City.

7.14 Abandonment of Facilities. Except as may be otherwise provided by Law, Permittee may abandon in place any Facilities in the Public Rights-of-Way upon written notice to the City, which notice shall include a description of the Facilities it intends to abandon, the specific location in the Public Rights-of-Way of such Facilities, and the condition of such Facilities. However, if the City determines within 90 days of the receipt of notice of abandonment from the Permittee, that the safety, appearance, functioning, or use of the Public Rights-of-Way and other facilities in the Public Rights-of-Way, including without limitation, utilities and related facilities, will be adversely affected, the operator must remove its abandoned Public Rights-of-Way Facilities by a date specified by the City and restore the Public Rights-of-Way to the same or better condition than existed immediately prior to removal, reasonable wear and tear excepted. Within 60 days of a request by the City, the Permittee shall execute such documents as may be required to

convey such abandoned property to the City free and clear of all encumbrances. Absent such request and conveyance, Permittee shall be and remain responsible for any Facilities abandoned in the Public Rights-of-Way.

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

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

ARTICLE 8. MISCELLANEOUS

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

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

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

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

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

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

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

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

8.9 Notice. Any notice required or Permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed effective either, (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) when delivered by a nationally recognized overnight mail delivery service, to the Party and at the address specified below:

Permittee's address: Seattle SMSA Limited Partnership
d/b/a Verizon Wireless
3245 158th Ave SE
Bellevue, WA 98008
Phone: 866.862.4404

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

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

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

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

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

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

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____, 2018, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS ____ DAY OF _____, 2018.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk

Approved as to form:

Charlotte Archer, City Attorney

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

EXHIBIT A
Master Use Permit Area

EXHIBIT B
SITE SPECIFIC CHARGE AGREEMENT
Addendum No. __

[Location Description] Site Specific Fee Agreement for Wireless Facilities

All terms identified in the Master Use Permit between the City of Orting, a Washington municipal corporation (“City”) and Seattle SMSA Limited Partnership d/b/a Verizon Wireless (“Company”) (the “Master Use Permit”) dated _____ remain applicable, are incorporated by reference, and are supplemented by the following terms and conditions in this Addendum no. ____.

1. **Site.** This addendum relates to Company facilities to be located at _____ (the “Property”).
2. **Payment.** A monthly rent in the amount of \$_____, (“Monthly Rent”) shall be paid during the first year of the Master Use Permit. To reduce the amount of paperwork involved for each party, the Company shall pay the City an annual rent of \$_____ (“Payment”), which shall be submitted to the City Address as set forth below no later than January 5th of each year for that calendar year. The Payment, for calendar year 2018, shall be prorated to the end of the calendar year, and shall be made on the Effective Date of the Master Use Permit.
 - a. Should Company allow any person or entity to collocate any type of Facility on Company’s Facilities on the Property, Company shall pay to City one quarter (1/4) of all rents actually received or collected by Company for any such collocations within thirty (30) days following Company’s receipt thereof, prorated for any partial months. Additionally, such sublessee shall provide to the City such proof of insurance as required in this Master Use Permit. Such additional monies shall count towards the calculation of Payment for escalation.
3. **Escalation.** Each year following the first year after Commencement of the Master Use Permit, the annual Payment, including all collocation rental amounts due to City, shall be automatically increased by three percent (3%).
4. **City Address.** Payment of the annual fee shall be made to the City of Orting at the following address:

City of Orting
c/o City Clerk
110 Train Street SE
Orting, WA 98360

5. **Executed in Counterparts.** This Addendum may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one Addendum no. ____.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum no. ___ to the Master Use Permit on the respective dates indicated below:

COMPANY

By _____
Name _____
Title _____

Date: _____

CITY OF ORTING

By _____
_____, Mayor

Date: _____

Approved as to form:

Charlotte Archer, City Attorney

EXHIBIT C

[COMPANY NAME] Acceptance Form

Date : _____

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

Re: Ordinance No. _____, Adopted on _____

Dear City Clerk:

In accordance with and as required by City of Orting Ordinance No. _____, passed by the City Council and approved by the Mayor on _____ (the "Ordinance"), Seattle SMSA Limited Partnership d/b/a Verizon Wireless hereby accepts all of the terms, conditions, and obligations to be complied with or performed by it under the Ordinance.

Sincerely,

Seattle SMSA Limited Partnership d/b/a
Verizon Wireless

By: Cellco Partnership, its General Partner

Signature

Name
Title

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

WITNESS my hand and official seal hereto affixed this ____day of _____, 20____.

(Notary Signature)

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

Residing at: _____
My commission expires: _____



**City Of Orting
Council Agenda Summary Sheet**

Subject: Sponsorship Application-Summerfest, by Resolution No. 2018-06		Committee	Study Session	Council
	Agenda Item #		AB18-45	
	For Agenda of:	CGA 6.7.18	6.20.18	
	Department:			
	Date Submitted:			
Cost of Item:		<u>\$</u>		
Amount Budgeted:		<u>\$</u>		
Unexpended Balance:		<u>\$</u>		
Bars #:				
Timeline:				
Submitted By:		Jane Montgomery		
Fiscal Note:				
Attachments: Application and Resolution No. 2018-06				
SUMMARY STATEMENT:				
<p>Orting Summerfest submitted their application for City sponsorship to the Community and Government Affairs Committee (CGA) on June 7, 2018. The Committee reviewed the application and found it to be in compliance with City Policy.</p> <p>The CGA Committee recommends approval of the application from Orting Summerfest for City sponsorship.</p>				
RECOMMENDED ACTION: MOVE FORWARD TO THE NEXT COUNCIL MEETING.				

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2018-06**

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

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

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

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

WHEREAS, the City received an application for sponsorship from the Orting Summerfest; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on June 7th, 2018, and recommended approval of the application; and

WHEREAS, The City Council reviewed the application at a study session on June 20, 2018, and recommended approval of the application; and

WHEREAS, the City Council finds that the Orting Summerfest has been an institution of public service for 20years, is open to the public, and serves the valid municipal purposes of providing an opportunity for strengthening the City’s sense of community and celebrating the value of family participation in healthy activities that are fundamental to the City; and

WHEREAS, the City Council finds that the Orting Summerfest application meets the requirements of the City’s Policy, and qualifies for City-sponsorship as an event serving valid municipal purposes; and

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

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

Section 2. Authorization for Sponsorship of Event. The City Council authorizes the City's sponsorship of the Orting Summerfest, pursuant to the City's Policy, at the Tier # 2 level. This authorization extends to each event identified on the Orting Summerfest's application for sponsorship. The Mayor is authorized to enter into a contract with the Orting Summerfest to memorialize the City's sponsorship described herein.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF _____, 2018.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk

Approved as to form:

Charlotte A. Archer
Kenyon Disend, PLLC
City Attorney



requesting sponsorship

PO Box 489 * Orting, WA 98360
360.893.2219 Ext. 120
Website: www.cityoforting.org
Email: recreation@cityoforting.org

APR 02 2018

CITY OF ORTING APPLICATION FOR SPECIAL EVENT PERMIT AND CITY SPONSORSHIP FOR SPECIAL EVENT 602434892
UBA #

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

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

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

Permit Application Rates: For Rates see Resolution 2011-12

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

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

NAME OF EVENT: Orting Summerfest
SPONSORING ORGANIZATION (Non-Profit): Orting Summerfest / Abundant Life Community Church
NAME AND TITLE OF PERSON APPLYING ON BEHALF OF SPONSORING ORGANIZATION: Diane Franks, Administrator
APPLICANT'S ADDRESS: PO BOX 826
CITY/STATE/ZIP: Orting WA 98360
PHONE: 360-893-2692 Cell 253-722-6048
EMAIL ADDRESS: ortingsummerfest@gmail.com
TYPE OF EVENT (CIRCLE ALL THAT APPLY):
 Festival
 Walk Procession/Organized Rally
 Demonstration
 Parade
 March
 Other (Please Describe:
 Run/Race
 Block Party

DATE OF EVENT: August 4, 2018
TIME OF EVENT: Set Up 7:30am Start of Event 10am End of Event 5pm End Time 6:30pm

CONTACT PERSON FOR EVENT (day of): Karie Franks
PHONE OF CONTACT PERSON: 253-722-6148

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

- Name of Insurance Company: Farmer's Insurance
- Policy Number: 605913783

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

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

No additional is needed. City provided has always been adequate

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

City provided park restrooms and 2 portable restrooms have always been adequate

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

Yes - BBQ grill and food vendors

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

Will City services be requested?

- ◇ Barricades: How Many/Where (Show on Map) YES NO
5 locations (4 at each?) to block turning lane and both ends of 2 street locations - See map
- ◇ Signage: What Signs/Where (Show on Map) YES NO
Summerfest Signs - See map
- ◇ Police Officers YES NO How Many/For what service/What Hours (must arrange with the police department)
To set up/takedown Barricades/Cones - but NOT stay for the event 7:30am to set up / 6pm to takedown
- ◇ City Crew YES NO How Many/For what service/What Hours (must arrange with the utility department)
Only the one included with the service
- ◇ Street Sweeper: YES NO Date of Request _____
- ◇ Electricity: YES NO Basic Electrical Outlets/Spider Boxes (Show on Map)
Yes, we use all available
- ◇ Other: _____

Will the event interfere with access to emergency services or cause undue hardship or excessive noise levels to adjacent businesses and/or residents? NO

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

Advertising of Summerfest, Sponsors/Businesses involved
Fliers, Social media

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

SECTION III: ADDITIONAL INFORMATION FOR CITY SPONSORSHIP

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

Tier #1:

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

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

Tier #1~Sponsorship May Include:

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

Tier #2:

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

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

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

Tier #2~Sponsorship May Include:

- City Logo on Event
- City Has a Booth at No Charge
- Reader Board
- Website
- Facility Usage at No Fee
- Spider Box Usage
- 1 Maintenance Staff 8 hours

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

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

SECTION IV: SIGNATURE OF APPLICANT FOR SPECIAL EVENT PERMIT

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

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

APPLICANT SIGNATURE: _____

Date: 3/21/18

PRINTED NAME: Jane Franks

TITLE/ROLE IN SPONSORING ORGANIZATION: Director of Orting Summerfest Administrator of Abundant Life

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

Mail to:
City of Orting
Attention: Event Permit
PO Box 489
Orting, WA 98360

Or

Stop by:
City Hall
110 Train St SE
Orting, WA 98360

If you have questions regarding the application please call (360) 893-2219 ext. 120

****A receipt by the City is NOT approval of the event****

For Office Use Only

Detailed Map Enclosed: YES / NO

Sponsorship Requested: YES / NO

Tier #1 _____

Tier #2 _____

Fee Paid \$ _____ Check / Cash / Debit / Credit

Receipt # _____

BUSINESS INFORMATION

Business Name:

INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL

UBI Number:

601 246 743

Business Type:

FOREIGN NONPROFIT CORPORATION

Business Status:

ACTIVE

Principal Office Street Address:

1910 W SUNSET BLVD #200, LOS ANGELES

Principal Office Mailing Address:

Expiration Date:

06/30/2018

Jurisdiction:

UNITED STATES, CALIFORNIA

Formation/ Registration Date:

06/01/1928

Period of Duration:

Perpetual

Inactive Date:

Nature of Business:

REGISTERED AGENT INFORMATION

Registered Agent Name:

JACY BURNETT

Street Address:

4020 S 56TH ST #200, TACOMA, WA, 98409-0000, UNITED STATES

Mailing Address:

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		TAMMY	DUNAHOO
GOVERNOR	INDIVIDUAL		RON	THIGPENN
GOVERNOR	INDIVIDUAL		GLENN	BURRIS JR
GOVERNOR	INDIVIDUAL		TED	VAIL
GOVERNOR	INDIVIDUAL		MOLLY	COOKE
GOVERNOR	INDIVIDUAL		ELWIN	AHU
GOVERNOR	INDIVIDUAL		ADAM	DAVIDSON
GOVERNOR	INDIVIDUAL		*	ADDITIONAL NAMES ON FILE



STATE OF
WASHINGTON

BUSINESS LICENSE

Association

Unified Business ID #: 602 434 892
Business ID #: 1
Location: 1

ORTING FOURSQUARE CHURCH
ABUNDANT LIFE
1005 ORTING KAPOWSIN HWY E
ORTING WA 98360 8408

TAX REGISTRATION
INDUSTRIAL INSURANCE
UNEMPLOYMENT INSURANCE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

ABUNDANT LIFE
COMMUNITY CLOTHING CLOSET
ORTING COMMUNITY CENTER
ORTING SUMMERFEST

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marcus Wright(790123K) 3620 100th St SW Ste B Lakewood WA 98499-4429	CONTACT NAME: PHONE (A/C, NO, EXT): 253-237-1818 FAX (A/C, NO): 888-789-3183		
	E-MAIL ADDRESS: mwright1@farmersagent.com		
INSURED ABUNDANT LIFE COMMUNITY CHURCH ORTING FOURSQUARE CHURCH PO BOX 826 ORTING WA 98360	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Truck Insurance Exchange		21709
	INSURER B: Farmers Insurance Exchange		21652
	INSURER C: Mid Century Insurance Company		21687
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	605913783	10/01/2017	10/01/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE	OTHER \$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF ORTING IS LISTED AS ADDITIONAL INSURED ON THIS POLICY
EVENT: ORTING SUMMERFEST, AUGUST 4, 2018

CERTIFICATE HOLDER

CANCELLATION

CITY OF ORTING PO BOX 489 ORTING WA 98360	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Marcus Wright



**City Of Orting
Council Agenda Summary Sheet**

Subject: Deputy Mayor Process		Committee	Study Session	Council
	Agenda Item #:		AB18-46	
	For Agenda of:	6.7.18 CGA	6.20.18	
	Department:	Council		
Date Submitted:	6.7.18			
Cost of Item:	<u>\$</u>			
Amount Budgeted:	<u>\$</u>			
Unexpended Balance:	<u>\$</u>			
Bars #:				
Timeline:				
Submitted By:	Councilmember Gunther			
Fiscal Note:				
Attachments: Council Rule 8 and 3.9B				
SUMMARY STATEMENT:				
<p>Councilmember Gunther would like to amend the current process for the appointment of the Deputy Mayor. The current process is outlined in sections 8 and 3.9.b of Council Rules of Procedure. Councilmember Gunther briefed at the CGA Committee of June 7th that he would like the Deputy Mayor to be appointed by seniority. He would like the current rule to be changed to accommodate what he believes would be an improved process. Councilmember Gunther’s Co- Chair, Councilmember McDonald is not in favor of changing the current rule.</p> <p>This proposed action was forwarded to the Council for further discussion.</p>				
RECOMMENDED ACTION: UNDETERMINED				

3.9 Deputy Mayor -- Duties:

(A) Term of the Deputy Mayor shall be one year.
(January 01 through December 31st.

(B) Annually, in September, the outgoing Deputy Mayor, with the help of two councilmembers, will solicit and recommend a candidate for Deputy Mayor with confirmation from the entire council for his/her replacement in January.

Filling Council Vacancies and Selecting Deputy Mayor

8.1 Notice of Vacancy: If a Council vacancy occurs, the Deputy Mayor will take the lead with the assistance of two councilmembers and guide the Council through the procedures as outlined in RCW 42.12.070. In order to fill the vacancy with the most qualified person available, until an election is held, the Council will widely distribute and publish a notice of the vacancy, procedure, deadline for applying for the position and the date of the interview.

8.2 Application Procedure: Each applicant will submit a written request to the City Clerk prior to the posted deadline.

8.3 Interview Process: All candidates who submit an application by the deadline will be interviewed by the Council during a regular or special Council meeting. The order of the interviews will be determined by a drawing of names. Applicants will be asked to answer questions posed by each Councilmember during the interview process. Each candidate will be allowed two minutes for opening and closing comments. Candidates may not make comments or responses about other applicants.

8.4 Selection of Councilmember: The Council may recess into executive session to discuss the qualifications of all candidates. Nominations via a motion, voting and selection of a person to fill the vacancy will be conducted during an open public meeting. If no motion is made, none of the candidates shall be selected.

The City Clerk will prepare the Oath of Office and the Mayor, The City Administrator or the City Clerk may swear in any newly-appointed Councilmember. The new Councilmember will immediately take his/her seat with the Council.

8.5 Selecting Deputy Mayor: The Deputy Mayor will be selected by a majority of the Councilmembers annually beginning in September and concluding in October. Outgoing Deputy Mayor will solicit two other councilmembers to nominate a candidate for his/her replacement for a full council vote.—See 3.9 B.



**City Of Orting
Council Agenda Summary Sheet**

Subject: Revised Parks Capital Budget Recommendation		Committee	Study Session	Council
	Agenda Item #:	N/A	AB18-47	
	For Agenda of:		6.20.18	
	Department:	Staff		
Date Submitted:	6/15/18			
Cost of Item:		<u>\$200,000</u>		
Amount Budgeted:		<u>\$0</u>		
Unexpended Balance:		<u>N/A</u>		
Bars #:				
Timeline:				
Submitted By:		Mark Bethune		
Fiscal Note:				
Attachments: Recommended Parks capital budget.				
<p>SUMMARY STATEMENT: the Parks fund has had additional unexpected revenues in 2017 and the first half of 2018. The Calistoga and White hawk parks are eligible for the \$100,000 in the current budget which was reserved for asset replacement.</p> <p>Current capital improvement plans recommended by the Parks Advisory Board total between \$300,000 to \$400,000 for both the Calistoga and White hawk Parks.</p> <p>The attached document provides a potential budget that would provide \$200,000 in total for the two park plans in 2018 with the rest of the planned equipment and toys being funded in later years as phases.</p>				
RECOMMENDED ACTION: MOVE FORWARD FOR ACTION				

Calistoga/Whitehawk Proposed Budget

Current Fund Balance	\$765,000
2018 expected Impact Fees/REET	\$100,000
Total Funds Available	\$865,000
Expenses	
Gratzer Ballfield	\$390,000
Capitla projects 2018	\$60,000
City Hall and PW facility	\$200,000
Asset Reserve	\$75,000
Fund Reserve	\$60,000
Left for new Park spending	\$200,000
Recommend Calistoga Park	\$150,000
Recommend Whitehawk Park	\$50,000



**City Of Orting
Council Agenda Summary Sheet**

Subject: Calistoga Park Plan		Committee	Study Session	Council
	Agenda Item #:	N/A	AB18-47A	
	For Agenda of:	06.07.18	06.20.18	
	Department:	Parks /CGA Committee		
	Date Submitted:	6.15.18		
Cost of Item:		<u>\$ 146,900</u>		
Amount Budgeted:		<u>\$150,000.00</u>		
Unexpended Balance:		<u>\$ 3,100</u>		
Bars #:				
Timeline:		7/11/18		
Submitted By:		Beckie Meek		
Fiscal Note:				
Attachments: Calistoga Park Plan Option 3				
SUMMARY STATEMENT:				
<p>The Parks Advisory Board has been working with Parametrix to put together a Parks Plan for Calistoga (scope and budget approved by council.)</p> <p>The Parks Advisory Board held a public hearing on June 6th, 2018, and presented a recommendation to the CGA Committee on May 10th and on June 7th. On June 12th, the Board held a special meeting open to the public and a representative from a playground company was in attendance to answer questions relating to Option 3 for Calistoga Park which is the option that the Board recommend to CGA. Below is a recap of possible options.</p> <p>Options are to:</p> <ul style="list-style-type: none"> • Do Nothing • Approve Option 3 Plan & Bring Back to PAB • Approve Option 3 Plan with Changes Council would like to see • Do Not Approve and Send Back to PAB with Suggestions of what the Council would like to do. 				
RECOMMENDED ACTION:				

Recommendation to CGA from Parks Advisory Board

*Calistoga Park:

Option 3 Plan (Color Scheme Green, Brown & Beige) to include:

o Phase 1:

Planned Item	Description	Price \$
Leave Dog Park As Planned		
Big Toys	Ages 2-5 & 5-12 (slides, climbing, monkey bars, side panel activities)	\$50,000.00
ADA Spinner	Merry-Go-Round with Wheel	\$15,550.00
Swings (2 Bay)	2 Regular Swings 1 ADA Chair Swing & 1 Mommy & Me Swing	\$12,000.00
Swing (1 Bay Stand Alone)	Roll on Wheelchair Swing	\$25,000.00
Music Piece	2 Bong Drums & 1 Small Chime	\$5,000.00
Trails	Crushed Rock w/Boarders Improvements & Upgrade River Access	\$15,000.00
Benches/Picnic Table	Benches/Picnic Tables (Covers Potential Eagle Scout Projects)	\$1,000.00
ADA Parking	Paved Parking Area	\$2,500.00
Rubber Tile	Ground Surfacing In All Required Areas	\$8,000.00
Subtotal	Equipment Only	<u>\$13,4050.00</u>
Shipping	Equipment/EWF Chips	\$5,500.00
Tax (9.3%)		\$13,024.65
Total Phase 1		<u>\$153,074.65</u>

o Phase 2:

Zip Line	75'	\$15,000.00
Tall Tower Slide	Neptune 18: Net Climbing & Tube Slide	\$80,000.00
EWF Chips	Ground Surfacing	\$8,000.00
Subtotal	Equipment Only	<u>\$103,000.00</u>
Shipping	Equipment/EWF Chips	\$5,500.00
Tax (9.3%)		\$10,090.50
Total Phase 2		<u>\$118,595.50</u>

o Future:

Lighting		TBD
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Parametrix

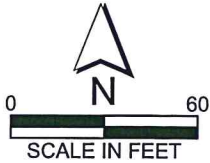


CITY OF ORTING CALISTOGA PARK

OPTION 3



Parametrix DATE: August 10, 2017 FILE: PS1711020P1000-F1

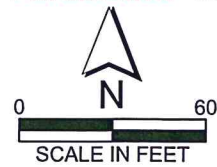


CITY OF ORTING CALISTOGA PARK

OPTION 2



Parametrix DATE: August 10, 2017 FILE: PS1711020P1000-F1



CITY OF ORTING CALISTOGA PARK

OPTION 1

play&park
structures®

A PLAYCORE Company



FREE



PACKAGE B

◀ **Forrester 10-115801**

Age 5-12
Space Required 33' 1" x 41' 6"
Capacity 55-65 Kids

YOU PAY: \$46,117



◀ **Chapparral 20-115813**

Age 2-5
Space Required 30' 2" x 25' 6"
Capacity 30-40 Kids

Value: \$23,546

YOU PAY: \$0



FREE

PACKAGE C

◀ **Up 'n Over 10-115803**

Age 5-12
Space Required 35' 8" x 37' 3"
Capacity 45-55 Kids

YOU PAY: \$44,311



◀ **Mariner 10-115802**

Age 2-5
Space Required 26' 5" x 22' 1"
Capacity 20-30 Kids

Value: \$18,792

YOU PAY: \$0



Offer ends July 4, 2018 and products must ship by July 27, 2018. Pricing does not include tax, shipping, surfacing, or installation. No changes or modifications permitted. Not applicable with any other offer, discount, or grant program.



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800.727.1907
playandpark.com



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playandpark.com

Callistoga Park
Orting, Washington 98360

Play and Park Structures of Washington

This play equipment is recommended for children ages: 2-5 and 5-12
Minimum Area Required: 56'-4" x 41'-6"

Scale: 3/16" = 1'-0"
This drawing can be scaled only when in an 11" x 17" format

Drawn By: Chris Yates
Date: 6/15/18
Quote Number: 814-117620

play&park structures
A PLAY-DOOR COMPANY
544 Chestnut Street
Chattanooga, TN 37402
800-272-1807 / www.playandpark.com



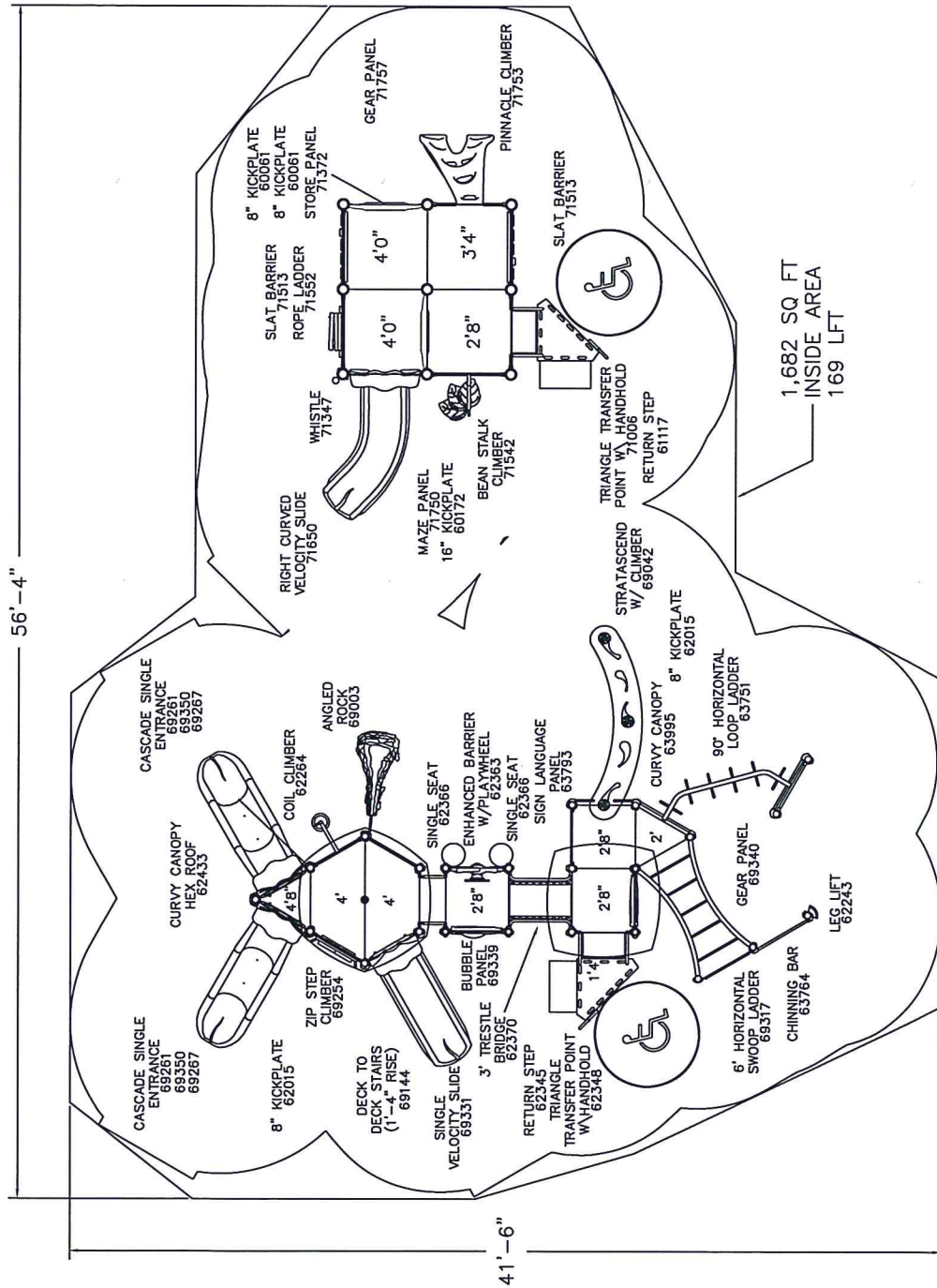
Total Play Components
Elevated Play Components
Elevated Components Accessible by Ramp
Elevated Components Accessible by Transfer
Accessible Ground Level Components Shown
Different Types of Ground Level Components

27
0 Req. 0
20 Req. 10
7 Req. 7
6 Req. 6

User Capacity
80-90
Critical Fall Height
8'-0"



56'-4"



It is the manufacturer's opinion that the structure shown herein complies with current ADA standards concerning accessibility. If used with proper accessible surfacing and together with other necessary ground level play equipment, **IMPORTANT:** Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.



Play & Park Structures of WA
10240 NE 30th Place
Bellevue, WA, 98004
Phone: 206-247-8464
Fax:
Email:
marcus.rowell@playandpark.com
Contact: Marcus Rowell

City Of Orting - Calistoga Park - BOGO

City of Orting
 Attn: Beckie Meek
 PO Box 489
 Orting, WA 98360
 Phone: 360-893-2219
 BMeek@cityoforting.org

Quote Number: 814-117620
 Quote Date: 6/14/2018

Stock ID	Description	Quantity	Weight	Unit Price	Amount
RDU	Forrester 10-115801	1	3847.403	\$46,117.00	\$46,117.00
RDU	Chapparral 20-115813	1	1847.18	\$23,546.00	\$23,546.00
BOGO	Double Play Promo - Buy One Get One	1	0	(\$23,546.00)	(\$23,546.00)

Total Weight: 5694.583

SubTotal: \$46,117.00

Offer end July 4, 2018, and products must ship by July 27, 2018.

Freight: \$6,090.14

Total Amount: \$52,207.14

+ TAXES

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of WA.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Shipment: order shall ship within 30-45 days after Play & Park Structures' receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Freight charges: Prepaid & added

Installation: A certified Play & Park Structures Installer is recommended for play equipment installation. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Purchase Amount: _____ \$52,207.14

P.O. No: _____

Date: _____

Phone: _____

Facsimile _____

Order Information

Bill to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Billing Contact: _____

Billing Phone: _____

Billing Fax: _____

Enter desired color palette name: _____

OR

Enter desired color: Uprights (_____)

Decks (_____)

Accents (_____) Roofs/Tubes (_____)

Slides/Panels (_____)

Play & Park Structures of WA

By: _____

Salesperson's signature

Ship to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Jobsite Contact: _____

Jobsite Phone: _____

Jobsite Fax: _____

Salesman's Signature

Customer's Signature





**City Of Orting
Council Agenda Summary Sheet**

Subject: Whitehawk Play Equipment		Committee	Study Session	Council
	Agenda Item #:		AB18-47B	
	For Agenda of:	5.10.18 6.7.18	6.20.18	
	Department:	Parks Advisory Board		
	Date Submitted:			
Cost of Item:	<u>\$62,500</u>			
Amount Budgeted:	<u>\$50,000.00</u>			
Unexpended Balance:	<u>\$ (12,500)</u>			
Bars #:				
Timeline:	Decision needs to be made to move forward to the council to allow for a budget amendment to purchase the BOGO Equipment. The sale ends July 4th for order and be shipped by July 27th.			
Submitted By:	Beckie Meek			
Fiscal Note:				
Attachments: Whitehawk Play Structure				
SUMMARY STATEMENT:				
In April 2018 Staff was notified of the Whitehawk play structure was unstable and needed to be roped off. This was in the 3 year plan to replace by the PAB.				
At the Parks Advisory Board Meeting of May 2, 2018, the condition of the play structure was brought to the board's attention. The board worked on a recommendation to bring to CGA Committee. The PAB recommended removing pea gravel and putting in a big toy Option C (ages 2-5 & 5-12), and purchasing new ground cover (EWF Chips). They recommended that this be done as soon as possible. White hawk Park is a high use Park and is used by residents as well as Parks and Recreation Programs.				
Options are to:				
<ul style="list-style-type: none"> • Do Nothing • Purchase the BOGO Option C • Wait and put in a single big toy at a later date. 				
RECOMMENDED ACTION:				

*Whitehawk Park:

Purchase Big Toys 8with a Color Scheme of Green, Brown & Beige)

Big Toy	Ages 2-5 & 5-12 (slides, climbing, monkey bars, side panel activities)	\$50,000.00
EWF Chips	Ground Surfacing In All Required Areas	\$2,500.00
Subtotal	Equipment Only	<u>\$52,500.00</u>
Shipping	Equipment/EWF Chips	\$2,500.00
Tax (9.3%)		\$5,115.00
Total Phase 1		<u>\$60,115.00</u>

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SCORE BIG with our
Playground
Double Play!

ONE
ONE

PACKAGE B

◀ **Forrester 10-115801**

Age 5-12
Space Required 33' 1" x 41' 6"
Capacity 55-65 Kids

YOU PAY: \$46,117

DURAmax
PLAY SYSTEMS

◀ **Chapparral 20-115813**

Age 2-5
Space Required 30' 2" x 25' 6"
Capacity 30-40 Kids

Value: \$23,546

YOU PAY: \$0

SUPERmax
PLAY SYSTEMS

FREE

PACKAGE C

◀ **Up 'n Over 10-115803**

Age 5-12
Space Required 35' 8" x 37' 3"
Capacity 45-55 Kids

YOU PAY: \$44,311

DURAmax
PLAY SYSTEMS

◀ **Mariner 10-115802**

Age 2-5
Space Required 26' 5" x 22' 1"
Capacity 20-30 Kids

Value: \$18,792

YOU PAY: \$0

DURAmax
PLAY SYSTEMS

FREE

Offer ends July 4, 2018 and products must ship by July 27, 2018. Pricing does not include tax, shipping, surfacing, or installation. No changes or modifications permitted. Not applicable with any other offer, discount, or grant program.



**City Of Orting
Council Agenda Summary Sheet**

Subject: Civil Service Secretary Job Description.		Committee	Study Session	Council
	Agenda Item #:		AB18-48	
	For Agenda of:		6.20.18	
	Department:	Civil Service		
	Date Submitted:	6.13.18		
Cost of Item:	<u> </u> \$			
Amount Budgeted:	<u> </u> \$			
Unexpended Balance:	<u> </u> \$			
Bars #:				
Timeline:	As soon as possible			
Submitted By:	Jane Montgomery, City Clerk			
Fiscal Note:				
Attachments: Job Description				
SUMMARY STATEMENT:				
<p>City Council approved Ordinance No. 2018-1021 at the May 30, 2018 Council Meeting. This Ordinance made an amendment to OMC 2-2-3, to match state law which allows for the appointment of either a city employee or a citizen to the position of secretary and chief examiner, at the discretion of the Commission.</p> <p>The Job description was modified to reflect the change to the OMC and is being recommended for approval by City staff.</p>				
RECOMMENDED ACTION: MOVE FORWARD TO THE CONSENT AGENDA OF JULY 11TH, 2018.				

CITY OF ORTING

JOB DESCRIPTION Civil Service Secretary Job Description

Job Title: Civil Service Secretary

Department: Administration

Reports To: Mayor

Effective Date:

Monthly Salary: \$

Closing Date: N/A

The Civil Service Commission may appoint the Secretary from among persons already employed by the City of Orting or may hire an independent contractor for this service. The Secretary shall serve indefinitely at the pleasure of the Commission. The Secretary, if employed by the City, is an at-will, non-classified employee or an independent contractor, if not employed by the City.

This is a part-time position, .2 of full time rate of pay for those employed by the City. The City of Orting employee shall earn the same rate of pay for service as the Secretary as his or her full-time position. There are no additional benefits offered related to this position. If the position is filled by a contractor, a rate of pay will be negotiated by the City for this service.

The Secretary is subject to suspension, reduction, or discharge in the same manner and subject to the same limitations as are provided in the case of members of the classified service.

The Civil Service Secretary duties shall include:

- Keeping the records for the commission;
- Preserving all reports made to it;
- Attending and recording all meetings of the commission;
- Assisting, coordinating and/ or facilitating the administration of competitive hiring processes outlined in City of Orting Civil Service Rules;
- Keeping appropriate hiring records; and performing all lawful and necessary duties and all functions essential to the effective administration of the civil service system;
- Performing all other functions necessary under the City of Orting Civil Service Rules and the provisions of law relating to the Civil Service System, Chapter 41.12 RCW, and such additional duties as may be assigned to the Secretary from time to time by the Commission.

Minimum Qualifications: Either current employment with the City of Orting with no disciplinary action received in the last 90 days, or ability to serve as independent contractor for City of Orting;

- If a contractor must pass a background check;
- Demonstrated proficiency in MS Word;
- Ability to use proper grammar and spelling in written reports;
- Ability to prepare accurate summaries of meetings and hiring processes;
- Knowledge of the structure of government;
- Prior experience dealing in a professional manner with the public;
- Ability to maintain strict confidentiality of information.



**City Of Orting
Council Agenda Summary Sheet**

Subject: ORDINANCE NO. 2018-33, PERTAINING TO RECREATIONAL VEHICLES, AMENDING OMC 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		Committee	Study Session	Council
	Agenda Item #:		AB18-49	
	For Agenda of:	PW 6.1.18	6.20.18	
	Department:	City Administration and Code Enforcement		
	Date Submitted:	May 31, 2018		
Cost of Item:	<u>\$</u>			
Amount Budgeted:	<u>\$</u>			
Unexpended Balance:	<u>\$</u>			
Bars #:				
Timeline:				
Submitted By:	Mark Bethune, Larry Isenhardt, Charlotte Archer			
Fiscal Note:				
Attachments: Draft Ordinance No. 2018-1033				
SUMMARY STATEMENT:				
<p>The City currently regulates the use and occupation of mobile homes at OMC Title 10 (Building and Construction), Chapter 14 (Parking and Occupying Mobile Homes). This is an antiquated vehicle-type that has been phased out by the relevant industry, while the use of recreational vehicles for a similar purpose is on the rise. The City currently forbids the use of a recreational vehicle (RV) for permanent occupancy (as a dwelling unit) anywhere within the City. The City permits the unoccupied storage of recreational vehicles on private property for a period of seventy-two (72) hours or longer within the residential zones, subject to certain restrictions. In addition, an RV may be temporarily parked (but not occupied) in a driveway or within a parking area adjacent to the public right-of-way, for a period of up to seventy-two hours, subject to certain restrictions.</p> <p>In addition, in 2009 the legislature adopted EHB 1227, prohibiting cities and counties from adopting regulations to prevent the use of a recreational vehicle as a primary residence within a permitted manufactured/mobile home community. 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).</p> <p>The City desires to update the aforementioned regulations to: (1) remove/update obsolete regulations pertaining to mobile homes; (2) address the requirements set out in EHB 1227; and (3) address the temporary use and occupation of recreational vehicles on private property within the City, by adopting standards for temporary occupation and a permitting process to address issues of public health or safety.</p> <p>This Ordinance would allow the use and occupation of an RV: (1) as a permanent residence within a legally-established RV-park and/or a mobile home/manufactured home park; and/or (2) on the premises of any occupied dwelling with the permission of the occupant thereof for a period not to exceed two weeks within a six month period, provided: the occupant obtain a permit from the City and pay a fee; and</p>				

the RV shall not be connected to utilities (including sewer, water or electricity), among other requirements. If adopted, this Ordinance would allow the City Council to extend the two-week period for occupation on private property upon written request, but such extension shall not exceed thirty (30) days.

This Ordinance was reviewed by Council Committee on June 1st, 2018, and passed along for full Council review.

RECOMMENDED ACTION: MOVE FORWARD TO COUNCIL MEETING

CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2018-1033

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; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

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, in 1973 the City of Orting adopted regulations prohibiting the parking and occupation of a mobile, or factory-built homes anywhere in the City outside of an approved mobile home park; and

WHEREAS, in 1976, the Federal Government's Housing and Urban Development group (HUD) established national industry-wide regulations that instituted safer construction and installation of factory-built homes, now known as "manufactured homes" and no longer referred to as "mobile homes"; and

WHEREAS, the City of Orting currently forbids the use of a recreational vehicle (RV) or mobile home as dwelling units anywhere within the City; and

WHEREAS, in 2009 the Washington legislature adopted RCW 35.21.684, which prohibits cities in Washington from adopting regulations that prevents the entry or requires the removal of a RV used as a primary residence in manufactured/mobile home parks, but allow cities to regulate the use of RVs in said parks, mandates RVs utilize utility hookups in said parks that meet state and federal building code standards, and require a RV in a park contain both an internal toilet and an internal shower; and

WHEREAS, the use of RVs outside of a secure manufactured/mobile home park without utility connections pose endangerments to the public health or safety as a result of unsanitary or unsafe conditions, and degradation of community standards; and

WHEREAS, the City of Orting desires to clarify its regulations pertaining the use and occupation of mobile homes and RVs, to remove antiquated provisions relating to mobile homes, and to allow the use of RVs as primary residences in manufactured/mobile home parks; and

WHEREAS, the City Council intends by this ordinance to protect the public health, safety, and welfare by clarifying the City's existing regulations related to the parking of recreational vehicles actively used as sleeping accommodations within the City, and to update the City's regulations to reflect current state law; 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, DO ORDAIN AS FOLLOWS:

Section 1. OMC Title 10, Chapter 14, Amended. Orting Municipal Code Title 10, Chapter 14, is hereby amended to read as follows:

Title 10 – BUILDING AND CONSTRUCTION
Chapter 14 - PARKING AND OCCUPYING MOBILE HOMES AND RECREATIONAL VEHICLES

- 10-14-1: UNLAWFUL PARKING OR OCCUPATION OF MOBILE HOME OR RECREATIONAL VEHICLES:
- 10-14-2: EMERGENCY OR TEMPORARY STOPPING OR PARKING:
- 10-14-3: PERMISSIBLE PARKING OF MOBILE HOMES AND RECREATIONAL VEHICLES:
- ~~10-14-4: FACTORY BUILT HOUSING:~~
- ~~10-14-5: PERMIT TO PARK ON PRIVATE LAND; FEES:~~
- ~~10-14-6: VIOLATION; PENALTY:~~

10-14-1: UNLAWFUL PARKING OR OCCUPATION OF MOBILE HOME OR RECREATIONAL VEHICLE:

A. Prohibition: It is unlawful, within the City limits, for any person to park or occupy any mobile home or recreational vehicle on any street, alley, highway or other public place or any tract of land within the City except as provided in this Chapter.

B. Exception: This Section shall not apply to ~~factory built housing~~ manufactured homes as defined in ~~Section 10-14-4 OMC 13-2-14.~~

10-14-2: EMERGENCY OR TEMPORARY STOPPING OR PARKING:

Emergency or temporary stopping or parking of a mobile home or recreational vehicle is permitted on any street, alley or highway for a period of not longer than one hour and subject to any other regulation or ordinance prohibiting or restricting parking.

10-14-3: PERMISSIBLE PARKING OF MOBILE HOMES AND RECREATIONAL VEHICLES:

No person shall park or occupy a mobile home or recreational vehicle ~~on any tract of ground~~ within the City outside of an approved ~~mobile home park, manufactured home park, or recreational vehicle park/campground,~~ except:

A. Within A Building: That the parking of one unoccupied mobile home or recreational vehicle in a private garage building is permitted, provided no living quarters shall be maintained or any business practiced in said mobile home or recreational vehicle;

B. Selling Or Renting: That the parking of an unoccupied mobile home or recreational vehicle in a lot devoted for the purpose of selling, renting or otherwise disposing of mobile homes is permitted provided the mobile home is ten feet (10') or more from any other mobile home, building or structure;

C. Temporary Parking Permit for Mobile Home or Recreational Vehicle:

1. Mobile Homes. That a mobile home may be parked and occupied for a period not to exceed thirty (30) days' time, provided the person desiring to so park and occupy the same shall first apply and obtain from the Chief of Police, a permit to do so, which application shall state the location at which the mobile home is to be parked, the motor vehicle license number and a general description of the mobile home for which permission is requested, and shall pay a permit fee in an amount set by Resolution of the Council; provided, further, that such occupancy shall at all times comply with all regulations relating to health and sanitation, and shall also comply with electrical requirements of ordinances applicable. The permit to park and occupy the mobile home may be extended by the City Council upon written request setting forth the need of extending the time, but such extension shall not exceed ninety (90) days.

2. Recreational Vehicles on public property: No recreational vehicle shall stand or be parked on any street, right-of-way, alley or public place in the City for a period exceeding 24 hours in a one week period, provided that the Recreational Vehicle is parked in compliance with all provisions of the OMC, including but not limited to Title 7, and state law, including but not limited to WAC 308-330 et seq. No recreational vehicle shall stand or be parked for any period of time between sunset and sunrise in any City park or upon any other City-owned property, excluding a street or right-of-way, unless that area is posted granting permission to so use or as specified in the OMC.

3. Recreational Vehicles on private property: A recreational vehicle may stand or be parked and used or occupied on the premises of any occupied dwelling with the permission of the lawful occupant thereof for a period not to exceed two weeks within a six-month period; provided, that:

a. the lawful occupant of the premises shall obtain a permit from the City prior to parking the recreational vehicle on the premises, and pay a permit fee in an amount set by Resolution of the Council; and

b. the recreational vehicle shall not be connected to sewer or a Tacoma-Pierce County health department approved septic system, water, and/or electricity; and

c. the recreational vehicle shall be located on the premises in accordance with the provisions of OMC Title 13, Chapter 5; and

d. such use or occupancy shall not create a public health hazard or nuisance, as determined by the City.

Once a permit to park a recreational vehicle on private property for a period of two weeks has been issued by the City, the two-week period may be extended by the City Council upon written request setting forth the need of extending the time, but such extension shall not exceed thirty (30) days.

D. Outdoor Storage of Recreational Vehicles: The outdoor storage of unoccupied recreational vehicles in the residential zones is permitted without a permit, pursuant to OMC 13-5-3.

~~10-14-4: FACTORY BUILT HOUSING:~~

~~A. Definition: "Factory built housing" means any structure designed primarily for residential occupancy other than a mobile home, the structure or any room of which is either entirely or substantially prefabricated or assembled at a place other than a building site.~~

~~B. Compliance With Standards: Factory built housing shall meet all U.S. Department of Housing and Urban Development (HUD) Standards and shall bear the seal or tag of the Washington State Department of Labor and Industries. Additionally, all requisite standards set forth in the Uniform Building Code must be met for installation, foundation and construction.~~

~~C. Permanent Installation: Factory built housing must be permanently installed and will be subject to all codes, laws and regulations applicable to single family dwellings in the City.~~

~~D. Remove Axles, Wheels: All axles, wheels, tongues or hitches shall be removed.~~

~~E. Roofs: Factory built housing must have a gable roof with eaves of not less than twelve inches (12"). Roof slope shall be not less than a three inch (3") rise for each twelve inches (12") and shall be constructed of composition shingle material, or better, and be equipped with gutters and downspouts.~~

~~10-14-5: PERMIT TO PARK ON PRIVATE LAND; FEES:~~

~~Permits for parking on private land shall cost such sum as provided by resolution of the Mayor and City Council for each trailer.~~

~~10-14-6: VIOLATION; PENALTY~~

A. ~~Any person violating any of the provisions of this Chapter is guilty of a misdemeanor and, upon conviction thereof, shall be punished as provided in Section 1-4-1 of this Code~~ civil infraction with penalties, plus statutory assessments, as follows:

1. The maximum penalty and the default amount for a first offense within a one year period, designated as a Class 4 civil infraction, shall be \$60.00, not including statutory assessments;

2. The maximum penalty and the default amount for a second offense within a one year period, designated as a Class 3 civil infraction, shall be \$120.00, not including statutory assessments;

3. The maximum penalty and the default amount for a third offense within a one year period, designated as a Class 2 civil infraction, shall be \$300.00, not including statutory assessments;

4. The maximum penalty and the default amount for a fourth offense and each additional offense within a one year period, designated as a Class 1 civil infraction, shall be \$600.00, not including statutory assessments.

B. Joint and Several Responsibility and Liability: Responsibility for violations subject to enforcement under this chapter is joint and several, and the city is not prohibited from taking action against a party where other persons may also be potentially responsible for a violation, nor is the city required to take action against all persons potentially responsible for compliance.

Section 2. OMC Chapter 13-2-14, Amended. Orting Municipal Code Title 13, Chapter 2, Section 14 is hereby amended to read as follows:

MANUFACTURED HOME PARK: A residential development in which the land is owned, operated, and maintained as a commercial business and the individual manufactured homes or recreational vehicles are either leased or are located on leased sites.

Section 3. OMC Chapter 13-2-19, Amended. Orting Municipal Code Title 13, Chapter 2, Section 19 is hereby amended to read as follows:

RECREATIONAL VEHICLE: ~~A wheeled vehicle designed for recreational, camping, or travel uses that either has its own motive power or is mounted on or drawn by another vehicle, including, but not limited to, camping trailers, truck campers, motor homes, and fifth wheels; not designed or used as a dwelling unit.~~ A recreational vehicle is a factory built vehicular structure designed only for recreational use and not as a primary residence or for permanent occupancy, built and certified in accordance with NFPA 1192-15 or ANSI A119.5-09 consensus standards for recreational vehicles and not certified as a manufactured home.

RECREATIONAL VEHICLE PARK/CAMPGROUND: A recreational vehicle park/campground refers to any tract of land divided into lots or spaces, under the ownership or management of one person, firm or corporation for the purpose of locating three or more recreational vehicles for nightly or short-term use. Said park/campground shall have an on-site caretaker.

Section 4. OMC Chapter 13-5-6(C)(3), Amended. Orting Municipal Code Title 13, Chapter 5, Section 6, Subpart (C)(3) is hereby amended to read as follows:

2. Type Of Unit:

- a. An ADU shall be permitted as a second dwelling unit attached to, or detached from the principal dwelling.
- b. A detached ADU may be any dwelling permitted in the applicable land use classification.
- c. A Recreational Vehicle or Mobile Home shall not be used as an ADU.

Section 5. OMC Chapter 13-6-4, Amended. Orting Municipal Code Title 13, Chapter 6, Section 4, Subsection N is hereby amended to read as follows:

13-6-4: PLANNED UNIT DEVELOPMENTS

N. ~~Home~~ Manufactured Home Parks: Manufactured home parks operated as commercial enterprises leasing sites and/or homes without platting shall be subject to the following:

1. Density shall not exceed the densities established in section 13-5-1 of this title.
2. Only one manufactured home or recreational vehicle shall occupy any space in the park, subject to the following:
 - a. A recreational vehicle may stand or be parked for an indefinite period in a manufactured home park, provided the recreational vehicle is connected to sewer or a Tacoma-Pierce County health department approved septic system, water, and electricity, and the recreational vehicle contains at least one internal toilet and at least one internal shower; provided, that if this requirement is not met, a manufactured home park must provide toilets and showers in lieu of having the facilities within the recreational vehicle.
3. Setbacks shall conform to the underlying zoning and building code.
4. Storage areas comprising not more than ten percent (10%) of the total manufactured home park site for recreational vehicles, boats, and trailers shall be provided. Such areas shall be paved or surfaced with crushed rock and enclosed by a sight obscuring fence, wall or landscape visual buffer.

Section 6. OMC Chapter 14-1-5, Amended. Orting Municipal Code Title 14, Chapter 1, Section 5 is hereby amended to read as follows:

RECREATIONAL VEHICLE: A vehicle which is defined at OMC 13-2-19.:

Section 7. 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 8. Codification. The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the above, and publish the amended code.

Section 9. 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 , 2018.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk, CMC

Approved as to form:

Charlotte A. Archer, City Attorney
Kenyon Disend, PLLC

Filed with the City Clerk: 06.13.18

Passed by the City Council:

Date of Publication:

Effective Date:



**City Of Orting
Council Agenda Summary Sheet**

Subject: Police Vehicle Purchase		Committee	Study Session	Council
	Agenda Item #:	N/A	AB18-50	
	For Agenda of:		6/20/2018	6/27/18
	Department:	Police/Finance		
	Date Submitted:	6/14/18		
Cost of Item:	<u>\$</u>			
Amount Budgeted:	<u>\$21,000</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	001-591-21-70-03, 001-591-21-70-02			
Timeline:	N/A			
Submitted By:	Chief Chris Gard/Scott Larson			
Fiscal Note: The city would utilize Ford municipal lease program (a capital lease) to acquire the proposed vehicles with terms to be determined between the City and Ford.				
Attachments: List of Current Police Vehicles, Lease Amortization Schedule,				
SUMMARY STATEMENT:				
<p>The City’s police vehicle fleet currently consists of a 2004 Ford Crown Victoria, four 2008 Dodge Chargers, a 2008 Chevrolet Tahoe, two mid 2000 Ford Explorers and four 2015/16 Ford Police Interceptor SUV’s (See Attached table of current police vehicles). While the fleet has a number of cars that have reached the end of their policy life of 10 years or 100,000 miles, the Dodge Chargers have been especially expensive with maintenance over the last few years. Since 2015 the Dodge Charger’s have cost the City \$42,077.83 in repair and maintenance expense verses the other vehicles costing the City \$13,078.48 in repair and maintenance expense.</p> <p>Our experience with the 2008 Dodge Chargers is common across the police business. Currently two of the Charger’s are inoperable due to one having a blown engine (\$8,000 estimate to replace) and another in need of upper control arms for the front suspension (\$3,500 estimate to repair). Further, a third Charger is having electrical problems which have disabled the instrument cluster including fuel level and speedometer. This has been taken to Korum who we have a service contract through, as well as a Dodge dealer, and neither have been able to identify what the problem is.</p> <p>The 2018 budget included \$15,000 for police vehicle replacement, as well as \$6,000 for a Special Purpose Vehicle. Chief Gard is recommending we use the \$15,000 for three Ford Police Interceptor SUV’s, and the \$6,000 for a Ford Special Service Pickup (an F150). This pickup would allow us to more effectively patrol and respond in some of the city’s rougher terrain including along the river system.</p>				
RECOMMENDED ACTION: Move item to consent agenda for the council meeting on June 27, 2018.				



**City Of Orting
Council Agenda Summary Sheet**

Subject: Gratzer Property, RFP for Commercial Appraisal for easement for Emergency Evacuation Bridge System.		Committee	Study Session	Council
	Agenda Item #:		AB18-51	
	For Agenda of:		6.20.18	
	Department:	Administration		
	Date Submitted:	6.14.18		
Cost of Item:	<u>\$ 5,000 (estimated)</u>			
Amount Budgeted:	<u>\$ 900,000</u>			
Unexpended Balance:	<u>\$ 895,000</u>			
Bars #:				
Timeline:				
Submitted By:	Mark Bethune			
Fiscal Note:				
Attachments:				
SUMMARY STATEMENT:				
<p>The Emergency Pedestrian evacuation bridge system requires an easement on the Gratzer property for the landing and evacuation path of the cross highway bridge. It is now time to get a commercial appraisal of the required land to begin negotiations for purchase of the easement. The city must go out for RFP to select an appraiser.</p>				
RECOMMENDED ACTION: Move Forward to Meeting to approve the RFP to select an appraiser.				



**City Of Orting
Council Agenda Summary Sheet**

Subject: Presentation- RFP/ Asset Management Aakavs Consulting.		Committee	Study Session	Council
	Agenda Item #:		AB18-52	
	For Agenda of:	6.6.18	6.20,18	
	Department:	Administration		
Date Submitted:	6.8.18			
Cost of Item:	<u>\$12000</u>			
Amount Budgeted:	<u>\$12,000</u>			
Unexpended Balance:	<u>\$ 0</u>			
Bars #:	All Utilities			
Timeline: July 2018	June 2018			
Submitted By:	Mark Bethune			
Fiscal Note:				
Attachments: Vendor Cover Letter.				
<p>SUMMARY STATEMENT: The City went out with an RFP for Asset/Work Management software and support earlier this year and received 4 applications. Through a points system two vendors were chosen to proceed to a second step which included an interview by the Public Works Committee. Aakavs Consulting was chosen as the best Asset Management software and support vendor.</p>				
<p>RECOMMENDED ACTION: MOVE FORWARD TO STUDY SESSION AFTER VENDOR PRESENTATION.</p>				



**City Of Orting
Council Agenda Summary Sheet**

Subject: Orting Emergency Evacuation Bridge System SR162 Pedestrian Overcrossing – Scope and Budget		Committee	Study Session	Council
	Agenda Item #:		AB18-53	
	For Agenda of:	PW 6.6.18	6.20.18	
	Department:	Public Works		
	Date Submitted:	6/15/18		
Cost of Item:	<u>\$ 790,720.20</u>			
Amount Budgeted:	<u>\$ 0</u>			
Unexpended Balance:	<u>\$ 0</u>			
Bars #:				
Timeline:				
Submitted By:	JC Hungerford, PE			
Fiscal Note: This is grant funded. The City has been awarded \$989,000 in grants between the Department of Commerce and WSDOT.				
Attachments: Scope and Budget for professional services				
<p>SUMMARY STATEMENT: Since 1997 the City of Orting has pursued a lahar evacuation route including pedestrian bridges over SR162 and the Carbon River. This goal of this scope of work is to outline the tasks to complete the design of the SR162 pedestrian bridge from preliminary design through 90% plans specifications and estimate. This scope does not include any improvements to Rocky Road between the SR 162 pedestrian bridge or the route over the Carbon River. The alternatives analysis for the SR162 Pedestrian Overcrossing Bridge has been completed. The design for this bridge will follow the preferred alternative based on preliminary drawings developed by Berger Abam. The design includes a single cast-in-place tub span across SR162 with stairways and ramp approaches at each end.</p>				
RECOMMENDED ACTION: MOVE FORWARD TO THE NEXT MEETING				

SCOPE OF WORK

City of Orting Orting Emergency Evacuation Bridge System SR 162 Pedestrian Overcrossing Plans, Specifications, and Estimate (PS&E)

BACKGROUND

Since 1997 the City of Orting has pursued a lahar evacuation route including pedestrian bridges over SR162 and the Carbon River. This goal of this scope of work is to outline the tasks to complete the design of the SR162 pedestrian bridge from preliminary design through 90% plans specifications and estimate. This scope does not include any improvements to Rocky Road between the SR 162 pedestrian bridge or the route over the Carbon River.

The alternatives analysis for the SR162 Pedestrian Overcrossing Bridge has been completed. The design for this bridge will follow the preferred alternative based on preliminary drawings developed by Berger Abam. The design includes a single cast-in-place tub span across SR162 with stairways and ramp approaches at each end.

Previous phases of work have prepared the following items that will be used as the foundation for final design documents:

1. Preliminary bridge elevations and sections developed by Berger Abam.
2. Topographic Survey
3. Preliminary Geotechnical Memorandum
4. Planning-level cost estimates for conceptual bridge options.
5. A Basis of Design (BOD), listing key criteria that will govern the final design.

This scope of work will advance the 30% design plans provided by Berger Abam to a “shovel-ready” 90% PS&E package.

OVERALL ASSUMPTIONS FOR SCOPE

This scope of work (and the associated budget) are based on these assumptions:

- The design will be based on preliminary drawings prepared by Berger Abam.
- The PS&E will be prepared in a format suitable for Orting to advertise and perform construction administration. The design will be done in MicroStation/InRoads.
- The project will be developed using English units of measure.
- The improvements will include:

SCOPE OF WORK (continued)

- A single main span cast-in-place tub girder over SR162.
- Stairways and pedestrian ramps at each end of the main span.
- Drilled shaft foundations.
- An at-grade landing for the ramp and stairs on the north side of Rocky Road east of SR 162. The landing will not exceed 10-feet in length.
- At-grade sidewalks along the ramp on the east side of SR 162.
- Stormwater design and analysis will be documented in a Hydraulic Report based on the WSDOT Hydraulics Manual and Highway Runoff Manual.
- Plantings to restore vegetation and mitigate loss of native cover due to construction.
- The Consultant will work closely and collaboratively with City of Orting staff and other stakeholders throughout the design process.
- Right of Way acquisition is not included in this scope of work. Right of Way acquisition will be addressed through a scope modification if determined to be required as design proceeds.
- There are no stormwater pump stations.
- This scope of work does not include utility plans. Utility relocation plans have been previously prepared under a separate scope of work.

APPLICABLE STANDARDS

Manuals

The design shall be developed in accordance with the latest edition, amendments and revisions of the following publications where applicable:

- WSDOT Publications:
 - Standard Specifications for Road, Bridge and Municipal Construction.
 - Standard Plans for Roads, Bridge and Municipal Construction – English (M21 01).
 - Design Manual (M22 01).
 - Hydraulics Manual (M23 03).
 - Plans Preparation Manual (M22 31).
 - Bridge Design Manual, Volumes 1 & 2 (M23 50).
 - Amendments and General Special Provisions.
 - Standard Item Table.
 - Standard drawings prepared by WSDOT and furnished to the Consultant shall be used as a guide in cases where they fit design conditions.
 - Traffic Manual (M51 02).
 - Sign Fabrication Manual (M55-01).
 - Utilities Manual (M22-87).
 - Highway Runoff Manual (M31-16).
 - Temporary Erosion and Sediment Control Manual (M 3109).
 - Environmental Manual (M 31-11).
 - Roadside Manual (M 25-30).

TASK 01 – PROJECT MANAGEMENT

1.1 Project Management Plan

Prepare a Project Management Plan (PMP) document outlining the scope of work, schedule, budget, change management process, communication protocol, and quality control procedures. The PMP will be updated periodically during the life of the project and will be shared with team members and City of Orting staff.

1.2 Progress Reports and Invoices

Provide a monthly progress report with monthly invoices to the City of Orting that will describe work performed by the Consultant Team members during the current reporting period.

1.3 Progress Meetings and Communication

Conduct monthly progress review meetings with the City's core management to review: scope, schedule, and budget status; risk matrix tracking list; upcoming project meetings, communication, and work items; and, project strategy to resolve issue or barriers to success. Frequent communication will also occur via e mail, telephone, and other project meetings. This task will also include a regular bi-weekly call scheduled approximately 2 weeks before/after the monthly progress meetings.

1.4 Project Schedule

Develop a detailed critical-path schedule for the PS&E process. Update the schedule on a monthly basis for the duration of the project.

1.5 Consultant Team Meetings

Hold bi-weekly Consultant Team check-in meetings to communicate and coordinate work progress and upcoming activities. An issues list will be maintained documenting all major decisions and milestones during the design process.

1.6 Quality Control/Quality Assurance

Prepare a Project Quality Control Plan (PQCP) that addresses procedures to control quality of the team's design and analytical efforts. The Project Quality Manager will administer the PQCP.

Perform independent senior review of all technical deliverables prior to submittal to the City or WSDOT.

In conjunction with the 90% submittal, provide an internal QC/QA check and incorporate necessary revisions prior to submitting the 90% PS&E Package.

1.7 Project Closeout

Close the project, including the following activities:

- Incremental closing of individual tasks as they are completed. Closures shall be documented and communicated to the City and task leaders.
- Conducting a Project Close-out meeting with the City to confirm that all deliverables have been submitted and that there are no uncompleted work activities.
- Archiving project materials, files and records, sorting into an organized record. Files shall be boxed up and a file inventory created. Copies of the file inventory shall be provided to the City.
- Closure of the financial elements of the project, subconsultant contracts and submittal of the final invoice.
- Electronic copies of all CADD and Inroads files along with hard-copy backup documentation will be transmitted to the City upon completion of the project. These files may not contain all of the information that exists on the various submittals being provided. The official project records and documents for the Project File shall be the Consultant's original signed, stamped copy submittal.

Task 01 Assumptions

- Project duration is assumed to be 10 months for budgeting purposes.
- QC/QA documentation will be retained by Parametrix.

Task 01 Deliverables

- Monthly status/progress reports and monthly invoice (10 total).
- MicroStation and InRoads files along with backup documentation – one electronic copy (CD).

TASK 02 – PRELIMINARY DESIGN (30%)

2.1 Pedestrian Deck Design

This task will entail the development of geometric design, earthwork design, channelization design, and safety improvement design for the project.

Profile

Prepare profile for each defined horizontal alignment identified in the approved Plan for Approval.

Earthwork Quantities

Perform InRoads cross section runs to finalize the earthwork for the bridge. Cross sections will be taken at 50-foot intervals for the approach, bridge, ponds, ditches, swales and other Stormwater facilities. Earthwork quantities will be estimated and used to support the engineering Cost Estimates.

Assumptions

- Cross-sections shall show existing ground as dashed and proposed template as solid line and include appropriate labeling for stations, scale, offsets, right of way, and baseline.
- There are no roadway improvements with significant grading that will require the use of InRoads.
- With no improvements to SR162, Clear Zone Inventory and documentation will not be required.

Deliverables

- Cross section plans 11"x17" set – one electronic copy.
- Inroads earthwork reports shall be printed for all quantity estimates produced; one electronic copy.

2.2 Preliminary Bridge Design

Bridge Site Data

Prepare bridge site data according to the requirements of Chapter 710 of the WSDOT Design Manual. This information will be provided for preparation of the Preliminary Bridge Design for the SR162 Pedestrian Bridge.

Deliverables

- Bridge Site Data – one electronic copy.

Preliminary Bridge Plan

Prepare a Preliminary Bridge Plan. The Preliminary Bridge Plan will be prepared in accordance with the WSDOT Bridge Design Manual and shall include as a minimum, the bridge layout (plan and elevation), structure type (typical section), deck geometrics, clearances, site utilities, aesthetic considerations, and cost estimate. Expansion joints will be located, but not detailed, in the Preliminary Bridge Plan. Type of bridge rail and bridge rail aesthetics will also be covered.

Assumptions

- A Technical Memorandum will be developed to provide design validation for the preferred alternative.
- There is sufficient existing geotechnical data available to perform a preliminary foundation analysis.
- One field visit to the bridge site.
- One 4-hour coordination meeting with the City and the WSDOT Bridge and Structures office.
- Anticipate one iteration of review comments on the interim submittal of the Preliminary Bridge Plan.

Deliverables

- Interim submittal of the Preliminary Bridge Plan (approximately 30% complete) for client review; one electronic copy.
- Final submittal of the Preliminary Bridge Plan – one electronic copy.
- Preliminary Bridge Cost Estimates.
- Technical Memorandum: one electronic copy.

2.3 Traffic Design

Illumination Design

This task will develop and document the project specific design decisions, deviations, justifications, and other approvals needed for the preliminary illumination design.

Prepare a preliminary illumination design plan based on the proposed improvements and the preliminary channelization layouts. Evaluate the impact on the existing illumination system and make a preliminary assessment on whether the existing illumination poles will require modification or relocation; analyze the possible locations of new illumination poles; determine the need for additional illumination and document, in a Technical Memorandum, the issues and decisions that resulted from this evaluation. The City and WSDOT will review and comment on the preliminary illumination design plan and Technical Memorandum. The Consultant shall review and revise the preliminary plan based on comments by the City and WSDOT.

Work shall include the following items:

- Scope of illumination improvements will be limited to SR 162 only, 250 feet north and south of the project location.
- Photometric calculations shall be performed using the AGI 32 lighting program.
- Lighting analysis and design for the pedestrian bridge.

Assumptions

- All luminaires on SR 162 shall have standard foundations.
- The Consultant shall participate in a field meeting with the City and WSDOT prior to beginning the work.
- The preliminary illumination design shall be based on a reconnaissance field review and WSDOT design guidelines.

Deliverables

- Preliminary Illumination Design Technical Memorandum (draft and final) – one electronic copy.

Sign Inventory

Prepare an inventory of existing signs within the project limits. Complete the sign inventory for the Project and evaluate existing signs for reuse or disposal. Signs to be inventoried and evaluated include all existing signs within the project limits; signs that are within several hundred feet immediately outside the project limits; and all signs approaching the project on intersecting side/cross roads. Create a photo log of each sign inventoried throughout the project limits.

Assumptions

- Sign inventory shall be in accordance with WSDOT standards.
- Sign inventory will require two consultant staff for one day of field work.

Deliverables

- Sign inventory one iteration of review and update – one electronic copy.
- Sign Inventory Photo Log – one electronic copy.

2.4 Hydraulics

Draft Hydraulic Report

Prepare a Draft Type A Hydraulic Report. The report will be prepared in accordance with the current versions of the WSDOT Highway Runoff Manual and the WSDOT Hydraulics Manual. The report will provide a description of the existing and proposed project site, the design requirements for flow control and water quality, and preliminary design of BMPs and conveyance systems proposed to meet these requirements. The report will be prepared under the direction of a professional engineer that has a current HRM training certification.

The project is exempt from water quality treatment because there are no proposed pollution-generating impervious surfaces. The project is exempt from flow control because the discharge is ultimately into the Carbon

River downstream of its confluence with South Prairie Creek. However, stormwater from the project will enter the existing Village Crest Phase 3A southern stormwater facility. Based on conceptual calculations, it is anticipated that there will be no impacts to the existing SWM facility. Stormwater from this project and future phases will be separated from the Village Crest facility in future phases when the route along Rocky Road to the Carbon River is constructed.

Assumptions

- TESC design and plans will be prepared for the 60% submittal in accordance with Task 07.
- Stormwater for future Rocky Road will be managed separately from runoff from this project and future B4K phases. Future design of Rock Road SWM facilities will be performed by others.
- The Consultant shall review the stormwater design report and record drawings of the Village Crest SWM facility and compile a summary of the design in the Hydraulic Report to document the basis of deferring separating B4K stormwater flows until a future phase.
- The Consultant shall respond to comments from the City and WSDOT on the Draft Hydraulic Report in accordance with Task 3 below. Revisions and completion of the report will be completed in future tasks and steps towards final PS&E.
- WSDOT and the City will approve the stormwater design approach to be included in the Draft Hydraulic Report prior to initiation of the stormwater design. Two meetings with WSDOT and the City are included in this scope.
- The drainage system designed for the project will tie into the City's existing drainage swale which currently discharge to the existing Village Crest SWM facility and then into the Carbon River. There will not be a new City or WSDOT outfall to the river constructed in this project, modifications to existing outfall, or separating B4K flows from the Village Crest SWM facility.
- Where there are differences between City and WSDOT criteria, stormwater design will be based on the most stringent standard.
- Stormwater impacts will be mitigated within the project area.
- The use of Low Impact Development BMPs will not be required.

Deliverables

- 30% Hydraulic Report – one electronic copy. The electronic copy will include a Portable Document Format (PDF) of the entire document and a Word file for the text-only portion of the Draft Hydraulic Report.
- Response to comments – one electronic copy.

Drainage Design Plans

Develop drainage design plans in accordance with the PPM. The drainage design plans shall be prepared based on the design reflected in the Hydraulic Report.

Develop drainage plans to 30% design level. Include cross sections and preliminary details of proposed BMPs.

Assumptions

- 30% plans will not include profiles or structure notes.

Deliverables

- Preliminary drainage design plans, one electronic copy.

2.5 Work Zone Traffic Control (WZTC)

Develop a preliminary work zone traffic control strategy for the project.

The Work Zone Traffic Control Strategy will identify the major project construction components and how the project will be constructed by means of identifying lane closures, roadway closures, extended duration closures, detours, etc.

Prepare schematic construction staging or phasing plans and descriptions for the project. These plans shall include general sequencing and durations for each stage, as well as the key assumptions used such as lane widths and hours of closure. Plan sheets, schematically showing the construction phasing plans, shall be prepared.

Attend up to two WZTC strategy meetings with the City and WSDOT to discuss details of the construction staging. Revise the traffic control strategy, per the comments from the City and WSDOT.

Task 2.5 Assumptions

- SR 162 will remain open and operating for all movements in each stage of construction.
- Three (3) Consultant staff shall attend two half day meetings to be held with City staff and WSDOT's Olympic Region Construction Traffic staff and other interested parties to review and revise proposed traffic control strategies.

Task 2.5 Deliverables

- Preliminary Work Zone Traffic Control Strategy one iteration of review and update – one electronic copy.
- Meeting agendas, handouts, and meeting note summaries – hard copies as required and one electronic copy.

2.6 30% Engineer's Estimate

Prepare a preliminary cost estimate for the project using Microsoft Excel format. The estimate shall be based on construction quantities where design detail allows, and on approximations where design detail has not yet been developed.

Task 2.6 Deliverables

- 30% Engineer's Estimate – one electronic copy.

TASK 03 – PRELIMINARY DESIGN (30%) REVIEW

3.1 Assemble Review Package

Compile the 30% design level plans and documents as outlined above, for City and WSDOT review.

Prepare a draft Preliminary Design transmittal letter to the WSDOT's Olympic Region Plans Engineer. The letter will be in the format and provide the applicable information as shown in the PPM. It shall be included with the 30% Design submittal. WSDOT will copy and distribute the 30% Design package to their reviewers for their review.

Task 3.1 Deliverables

- 30% Design Review Package – one half-size paper copy and one electronic copy, of all plan sheets and documents listed in Task 03.
- Draft Design transmittal letter to WSDOT's Olympic Region Plans Engineer.

3.2 Respond to Comments

WSDOT will perform Regional and HQ reviews concurrently. This assumes WSDOT will require four weeks to review and provide comments to the City.

WSDOT and the City will send the Consultant the consolidated review comments three weeks prior to the Constructability Review. The Consultant shall review the comments, prepare draft responses to comments and send them back to WSDOT and the City one week prior to the Constructability Review meeting.

Schedule a Constructability Review meeting at a location to be determined. The purpose of the Constructability Review meeting is to understand, discuss, and reach resolution on those review comments that are unresolved in the draft comment response. Upon completion of the Constructability Review meeting, the Consultant shall prepare a final response to all of the review comments.

Facilitate the resolution of conflicts between the City's comments and WSDOT's and other jurisdiction's comments. If no consensus can be reached, WSDOT shall have the final authority over the contents of the plans.

Task 3.2 Assumptions

- The Constructability Review meeting will be held at the WSDOT Olympic Region office in Tumwater and will be attended by four members of the Consultant team.

Task 3.2 Deliverables

- Draft Response to comments – one electronic copy.
- Constructability Review agenda, materials, and meeting notes – one electronic copy.
- Final Response to comments – one electronic copy.

TASK 04 – SUPPLEMENTAL SURVEY

Conduct a supplemental topography survey to increase the coverage of the previously-prepared base map for the project, or to provide additional detail within the base map area as needed. Supplemental mapping will include:

- Drainage Features: Perform additional field surveying for horizontal and vertical locations of existing drainage structures within the bridge area. Perform additional survey to confirm the path of stormwater runoff from the bridge and from SR 162.

Perform additional field survey as needed to supplement the existing basemap for the purposes of final design.

Activities for this task include:

- Establish horizontal and vertical control to be relative to previous mapping.
- Establish a minimum of three project benchmarks on site for future construction.
- Map all features and utilities as described above, within the project limits.
- Incorporate supplemental survey information into the base map.

Task 04 Assumptions

- The Consultant will have unrestricted access to all areas requiring survey.
- The City will obtain necessary rights of access.

Task 04 Deliverables

- Updated Microstation base map and Inroads existing surface DTM.

TASK 05 – GEOTECHNICAL INVESTIGATIONS

To be attached upon receipt from Geotechnical sub-consultant.

TASK 06 – ENVIRONMENTAL PROCESS AND PERMITTING

Parametrix will assist the City in the preparation of environmental documentation and permitting of the project by providing the following services.

The Scope of Work is intended to complete the NEPA documentation and federal permitting for the project. It is anticipated that the following environmental documentation will be required:

- APE
- Section 106 (if required by WSDOT Local Programs)
- WSDOT Local Programs NEPA CE Document
- SEPA Checklist

6.1 Design Assistance and Early Agency Coordination

Assist the City in presenting the project to both the state and federal permitting agencies to identify the regulatory issues. Potential minimization measures will also be identified during the coordination with agency representatives. All permitting issues and the recommended permitting process for the project will be documented in the project preliminary design.

It is assumed that this effort will be accomplished with the graphics and design drawings required to complete the preliminary design and to conduct the open house and that no other special presentation materials are required.

Task 6.1 Deliverables

- The Consultant's permitting specialist will prepare meeting minutes and memoranda documenting the coordination activities with state and federal agencies, as required.

6.2 Section 106 Consultation – Area of Potential Effect (APE)

Determine the project limits including any staging areas or detour routes to prepare the APE and coordinate with WSDOT to determine if the project is exempt from preparation of a formal Section 106 Report.

6.3 Section 106 Report (Cultural and Historic Resources)

If needed Parametrix will use a subconsultant to perform this work, which would include the preparation of the Section 106 report in accordance with the State Historic Preservation Office standards and guidelines. The work will include the following subtasks:

1. Pertinent literature on the archaeology, ethnography, and history of the project area will be reviewed to determine the existence of archaeological sites and to refine the probability of archaeological resources and traditional cultural places in the project areas.
2. The Consultant will maintain contact with the local tribes for any information on historic Indian use of the project area.
3. A systematic field reconnaissance will be conducted to identify previously recorded and/or unrecorded archaeological sites for the proposed project where ground-disturbing activities are expected to take place. Field reconnaissance will consist of the traverse of pedestrian transects at varying intervals, depending on terrain throughout the proposed project area. Shovel probes (digging a hole with a shovel) will be excavated, as deep as feasible, and in areas expected to have a high probability for cultural resources. Shovel probes will be augmented through auger probes to explore the deepest possible deposits. Shovel probes will be screened in highly probable areas and in soil matrixes too dense to identify small chipping debris.
4. All new sites will be mapped, photographed, and recorded on Washington State Archeological Inventory forms and submitted to the state Department of Archeological and Historic Preservation (DAHP) for Smithsonian numbers. Every effort will be made to include Tribal cultural resources personnel in assisting the field effort. Rights-of-entry will be provided by the City.

Task 6.3 Deliverables

- One electronic copy of a draft Section 106 Report will be prepared to describe cultural resources identified in the project area to meet state and federal standards for reporting as outlined in the guidelines provided by the DAHP. The report will include summary background information appropriate to a cultural resources assessment of the project area, including environment, previous cultural resources studies, ethnography/ethno history, and history. A discussion of agency and Tribal consultation, methodology, the results of the investigation, and a map of located archaeological sites will be provided. Recommendations will also be extended to any cultural resources that may be significant. Monitoring of

construction excavation recommendations may also be included. The historic structures inventory form and/or archaeological site inventory form will be attached to the report as an appendix.

- One electronic copy of a revised draft Section 106 report incorporating the City's comments.
- Three copies of a final Section 106 report incorporating WSDOT comments.

6.4 NEPA Categorical Exclusion

Services will be provided to prepare the NEPA Categorical Exclusion (NEPA CE) form by reviewing appropriate technical data related to the project, applying project-specific data to the form and coordinating approval for the project by both WSDOT and FHWA.

Task 6.4 General Assumptions

- No threatened and endangered species are present in the project area and the CE form will be sufficient for threatened and endangered species documentation. If WSDOT requires a biological assessment, additional scope and budget will be required.
- No technical reports will be required for the CE document such as air quality, hazardous materials or environmental justice. If any technical reports are required by WSDOT additional scope and budget will be required.
- No wetlands or wetland buffers will be impacted by the project and no wetland delineation will be performed. If a wetland delineation is required, additional scope and budget will be required.

Task 6.4 Deliverables

- An electronic pdf copy of the draft NEPA CE will be provided.
- An electronic copy of the final NEPA CE documentation will be provided incorporating City comments.
- One electronic copy of the final NEPA CE documentation will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

6.5 SEPA

Parametrix will complete a SEPA checklist for project. It is anticipated that the SEPA determination will be a Determination of Non-Significance or a Mitigated DNS.

Task 6.5 Deliverables

- Draft SEPA checklist for review by the City.
- Revised draft SEPA incorporating City comments.

TASK 07 – 60% DESIGN

General Assumptions

- The 60% Design is an approximation of effort required to incorporate comments from the Preliminary Design documentation reviews, develop the interim designs and prepare for the Constructability Review.

- All work shall be performed according to the general project requirements described under General Project Information including manuals, abbreviations, preparations, and other instructions therein.

Task 7.1 60% Construction Plan Sheets

The following plan sheets will be included in the 60% Design documents:

- Cover Sheet and Index:
 - Develop the Cover Sheet and Index and prepare them for the Constructability Review.
- Vicinity Map:
 - Develop the vicinity map and prepare it for the Constructability Review.
- Deck Section Plans:
 - Develop the deck section plans and prepare them for the Constructability Review.
- Stage Construction Plans:
 - Develop Stage Construction Plans and details and prepare them for the Constructability Review.
- Alignment and Right-of-Way (R/W) Plan:
 - Prepare the alignment and R/W plans. Develop the alignment data and display the information in the alignment tables, showing the curve data and coordinates necessary to construct the Project. Calculate the alignments and right of way ties for incorporation into the alignment and R/W plans. The alignment and right of way plans shall show existing and proposed alignments, existing R/W with stationing and distance ties, construction permits and easements, proposed fencing, monumentation, and other applicable items. This work assumes that no right of way will be acquired for the project.
- Site Preparation Plans:
 - Prepare the site preparation plans and details. The plans shall be used to depict removal and demolition and other such related items that cannot be clearly addressed on other required plan sheets. The Site Preparation Plans shall also show the locations, types, sizes and nature of all utilities identified by the survey and as shown on the utility companies' as-built maps.
- Bridge Profiles:
 - Prepare mainline, ramp, and other deck profile sheets. Calculate the profiles and elevation diagrams to be incorporated into the profile sheets. The profiles shall show existing and proposed profile alignment data along with proposed elevation diagrams, embankment quantities, excavation quantities, roadway section references, clearing and grubbing quantities, and other applicable items.
- TESC Quantity Tabulation (QTAB)
 - Prepare TESC QTAB sheets for the Constructability review based on the 60% TESC plans and details. QTAB sheets to be based on WSDOT template and standard bid items. Non-standard bid items will be included if required based on the 60% design.
- TESC Plans:

- Prepare TESC plans for the Constructability Review. The TESC sheets will be staged plans to align with the Roadway Staged Construction Plans. Develop the TESC plans and details based on the Draft TESC Narrative.
- It is assumed that in order for the project to meet the requirements of the National Pollutant Discharge Elimination System (NPDES) program, a Notice of Intent (NOI) to be covered by the General Permit to Discharge Stormwater Associated with Construction Activity shall be filed with the Washington Department of Ecology (WDOE). Therefore, the criteria for the erosion and sediment control measures and for spill control measures shall also be based on the requirements of the General Permit. Coverage will be transferred to the Contractor after bid award.
- TESC Details:
 - Develop TESC details as necessary based on the TESC Narrative and TESC plans.
- Drainage Structure Notes
 - Prepare drainage Structure Note sheets for the Constructability review based on the 60% drainage plans, profiles, details and stormwater facility sheets. Drainage Structure Note sheets to be based on WSDOT template and standard bid items. Non-standard bid items will be included if required based on the 60% design.
- Drainage Plans:
 - Prepare Drainage Plans to address comments from the Design Review.
- Drainage Profile:
 - Develop drainage profiles in accordance with the Hydraulic Report, Hydraulics Manual, and the WSDOT Plans Preparation Manual M22-31 (PPM).
- Drainage Details:
 - Develop the Drainage Details to address comments from the Preliminary Design Review and prepare them for the Constructability Review.
- Stormwater Facility Sheets
 - Prepare stormwater facility layout sheet showing facility grading, dimensions, outlet piping configuration, and access. Stormwater facility sheets will include up one plan sheet, one profile sheet for outlet piping, one sheet for up to three facility cross-sections, and one detail sheet.
- Utility Plans:
 - Incorporate completed Utility Plans previously prepared into plan set.
- Landscape Plan:
 - Prepare the Landscape Plans from the results of the Roadside Restoration and Aesthetics Tech Memo and address comments from the Preliminary Design Review. Work with the City and WSDOT to confirm the extent of landscaping needs for project. Based on the results of the Roadside Restoration, Trail Restoration and Aesthetics Plan, prepare landscaping plans and details.
- Grading Plan:
 - Prepare the grading plan and address comments from the Preliminary Design Review.

- Illumination Plan:
 - Update the illumination plans to address the comments from the Preliminary Design Review and prepare them for the Constructability Review. Prepare the illumination plans and details in accordance with the WSDOT Traffic Manual, M 51-02, the Design Manual (DM), and Olympic Region Current Practices in Electrical Design.
- Signing Plans:
 - Prepare preliminary Signing Plans for the project. The preliminary sign design will include the need for all signage for the project.
 - Prepare the Sign Specification Sheets detailing the new, removed, and relocated signs.
 - Document the project specific design decisions, justifications, and other approvals needed for the preliminary Sign Design.
- Bridge Plans:
 - Prepare an intermediate Plan Submittal for the SR162 Pedestrian Bridge. Prepare approximate structural quantities for the SR162 Pedestrian Bridge.
 - Coordinate with the City and other disciplines for aesthetic considerations to be incorporated in the plans.
 - Identify items utilized on the project that are not addressed in the Standard Specifications.
- Traffic Control Plans:
 - Prepare the traffic control plans and detour plans for each of the stages as shown in the stage construction plans. Traffic control plans shall be prepared in accordance with the previously approved WZTC Strategy, MUTCD, PPM, DM, and WSDOT Standard Plans. Develop plans, details, and backup calculations.

Task 7.1 Assumptions

- Review of the Bridge Plans will be performed by the City and the STATE Bridge and Structures Office. Other elements of the plans will be reviewed by the City and the appropriate WSDOT department from Headquarters or Olympic Region.
- Bridge plans will include scope and detail that is in accordance with the WSDOT/ACEC Bridge Expectation Matrix.

Task 7.1 Deliverables

- 60% Plan Sheets as described above.
- Preliminary Sign Design Technical Memorandum, one iteration of review and update – one electronic copy.

Task 7.2 60% Hydraulic Report and TESC Narrative

Update the Draft Hydraulic Report to the level of the 60% design and to address comments based on the Draft Hydraulic Report. The reports will be prepared in accordance with the current versions of the WSDOT Highway Runoff Manual, WSDOT Hydraulics Manual, and the WSDOT TESC Manual. The reports will follow the outline

provided in the Hydraulics Manual and the WSDOT TESC Narrative template. Prepare the 60% reports for the project that will provide the technical background and design parameters used for the design of all drainage and TESC features proposed for this project.

Prepare stormwater runoff conveyance and TESC BMP design that includes the following:

- Calculate all required pipe sizes, slopes, inlet and outlet details, and other permanent conveyance drainage requirements for enclosed drainage systems, open conveyance systems, and non-fish passage culverts.
- Size all necessary TESC BMPs, including ditches, check dam, rock lining design, temporary ponds, where required.
- Design and plans of project stormwater and TESC BMPs.
- Inspection and Maintenance Summary.
- Downstream Analysis to analyze any impacts the project will have on the City's hydraulic conveyance systems, the Village Crest SWM facility, and natural drainage systems downstream of the project site.
- Include requirements for the contractor to prepare a maintenance and operations manual based on as-constructed stormwater systems and modifications to the TESC Narrative including TESC plans in accordance with current WSDOT templates.

Task 7.2 Assumptions

- The WSDOT Highway Runoff Manual and Hydraulic Manual (current versions) will be the relevant reference documents for the Hydraulic Report.
- Software and methodology used for design of conveyance systems, culverts, and stormwater treatment and flow control facilities will be per the HRM and Hydraulics Manual.
- The drainage system designed for the project will tie into the City's existing drainage swale which currently discharge to the existing Village Crest SWM facility and then into the Carbon River. There will not be a new City or WSDOT outfall to the Carbon River constructed in this project or modifications to existing outfalls. The existing swale and its discharge point into the Carbon River are owned, operated and maintained by the City.
- B4K project stormwater will be separated from the Village Crest SWM facility in a future B4K project phase.
- All stormwater BMPs will be located in existing WSDOT and City right of way to the extent feasible.
- Culverts, if required, are anticipated to be for where project improvements cross existing ditches or swales. Culvert design will not be required to provide fish passage or fish habitat.
- The Consultant shall prepare responses to comments on the 60% Hydraulic Report and TESC Narrative and submit to WSDOT and the City. The comments requiring modifications will be incorporated into the Final Hydraulic Report and TESC Narrative submitted with the 90% submittal.

Task 7.2 Deliverables

- 60% Hydraulic Report – one electronic copy.
- 60% TESC Narrative – one electronic copy.
- Response to comments – one electronic copy.

Task 7.3 Specification Outline

Develop a list of bid items covering all elements of the work. For each bid item, make a recommendation on whether the item will be specified by the Standard Specifications, a General Special Provision, or a Special Provision. Summarize recommendations in a Specification Outline List.

Task 7.3 Assumptions

- No General Special Provisions or Special Provisions will be compiled or prepared in this task.

Task 7.3 Deliverables

- Draft and Final Specification Outline.

Task 7.5 60% Engineer's Estimate

Assemble and prepare one Engineer's Estimate for the project in Microsoft Excel format for the 60% Constructability Review. The estimate shall consist of bid item quantities and unit bid prices developed using the WSDOT Unit Bid Analysis table (UBA) when appropriate. For items not included in the UBA and for lump sum items, the Consultant shall provide backup of how the unit prices were developed. A hard copy of the Engineer's Estimate back-up will be provided with the 90% Engineer's Estimate. The earthwork estimate shall be prepared in InRoads with reports documenting the various quantities. Cross-section sheets shall be provided.

Task 7.5 Deliverables

- 60% Constructability Review Engineer's Estimate – one hard copy and one electronic copy.

TASK 08 – 60% DESIGN/CONSTRUCTABILITY REVIEW

8.1 Assemble Review Package

Compile the 60% design level plans and documents as outlined above, for City and WSDOT review.

Stamp preliminary and final plans and technical reports if required by the WSDOT plan stamping matrix.

Prepare a draft design transmittal letter to the WSDOT's Olympic Region Plans Engineer. The letter will be in the format and provide the applicable information as shown in the PPM. It shall be included with the 60% Design submittal. WSDOT will copy and distribute the 60% Design package to their reviewers for their review.

Task 8.1 Deliverables

- 60% Design Review Package – one half-size paper copy and one electronic copy, of all plan sheets and documents listed in Task 09.

- Draft Design transmittal letter to WSDOT’s Olympic Region Plans Engineer.

8.2 Respond to Comments

WSDOT will perform Regional and HQ reviews concurrently. This assumes WSDOT will require four weeks to review and provide comments to the City.

WSDOT and the City will send the Consultant the consolidated review comments three weeks prior to the Constructability Review. The Consultant shall review the comments, prepare draft responses to comments and send them back to WSDOT and the City one week prior to the Constructability Review meeting.

Schedule a Constructability Review meeting at a location to be determined. The purpose of the Constructability Review meeting is to understand, discuss, and reach resolution on those review comments that are unresolved in the draft comment response. Upon completion of the Constructability Review meeting, the Consultant shall prepare a final response to all of the review comments.

Facilitate the resolution of conflicts between the City’s comments and WSDOT’s and other jurisdiction’s comments. If no consensus can be reached, WSDOT shall have the final authority over the contents of the plans.

Task 8.2 Assumptions

- The Constructability Review meeting will be held at the WSDOT Olympic Region office in Tumwater, and will be attended by four members of the Consultant team.

Task 8.2 Deliverables

- Draft Response to comments – one (1) electronic copy.
- Constructability Review agenda, materials, and meeting notes – one (1) electronic copy.
- Final Response to comments – one (1) electronic copy.

TASK 09 – 90% CONTRACT PLANS

Prepare 90% Contract Plans in accordance with WSDOT PPM, incorporating comments from the 60% Design/Constructability Review. The following plans will be updated and/or completed:

- Index
- Vicinity Map
- Deck Section Plans
- Stage Construction Quantity Tabulation Sheets
- Stage Construction Plans
- Alignment and Right-of-Way (R/W) Plan (previously completed)
- Site Preparation Quantity Tabulation Sheets
- Site Preparation Plans
- Bridge Profiles
- Temporary Erosion and Sediment Control (TESC) Quantity Tabulation Sheets

- Temporary Erosion and Sediment Control (TESC) Plans and Details
- Drainage Structure Notes
- Drainage Plans, Profiles, and Details
- Stormwater Facility Sheets
- Landscape Plans and Details
- Grading Plans
- Illumination Plans and Details
- Sign Specifications
- Signing Plans and Details
- Bridge Plans
- Traffic Control Plans
- Detour Plans (If required)

Task 09 Deliverables

- 90% Plan Sheets as described above.
- 90% Hydraulic Report and TESC Narrative
- Illumination load calculations for use in updating the Service Utility Agreement with the electrical power provider.

TASK 10 – 90% CONTRACT SPECIFICATIONS AND ESTIMATE

10.1 Contract Specifications

Prepare the contract provisions (amendments, general special provisions and special provisions) for the project. Prepare one electronic and one hard copy utilizing the WSDOT runlist and project specific special provisions.

10.2 90% Construction Estimate

Assemble and prepare the Engineer's Estimate for the project in Microsoft Excel format for the 90% PS&E Review. Confirm or recalculate quantities for all bid items and update the engineer's estimate of bid item pricing based on current construction market. The estimates shall consist of quantities from the Summary of Quantities table and unit bid prices developed using the WSDOT Unit Bid Analysis table (UBA) when appropriate. For items not included in the UBA and for lump sum items, the provide backup of how the unit prices were developed. The earthwork estimate shall be prepared in InRoads with reports documenting the various grading quantities.

Task 11.2 Deliverables

- Special Provisions (90% submittal) – one electronic copy.
- 90% PS&E Review Engineer's Estimate – PS&E: one electronic copy.

- 90% Engineer's Estimate back-up book – PS&E: one electronic copy.

TASK 11 – 90% PS&E REVIEW

11.1 Assemble Review Package

Compile the 90% design level plans, special provisions, engineer's estimate, and construction schedule, as detailed in the above tasks, for City review and formal WSDOT 10-Week review.

Stamp the plans and special provisions in accordance with the PPM.

Stamp all preliminary and final plans, technical reports, and special provisions prepared by the Consultant, per the WSDOT plan stamping matrix.

Prepare a draft PS&E transmittal letter to the WSDOT's Olympic Region Project Engineer. The letter shall be in the format and provide the applicable information as shown in the PPM. It shall be included with the 90% PS&E submittal. WSDOT will copy and distribute the 90% PS&E package to their reviewers for their review.

Task 11.1 Deliverables

- 90% PS&E Review Package – one half-size paper copy and one electronic copy, for each review agency.
- Olympic Region Plans Preparation Checklist – one hard copy and one electronic copy.
- Project Report Form – one hard copy and one electronic copy.
- Draft PS&E transmittal letter to WSDOT's Olympic Region Plans Engineer.

John C. Hungerford	April D. Whittaker	Shari Morgan	Michael S. Phelps	Jeffrey L. Coop	Paul S. Fendt	Chris Clark	Jay M. Munro	Joshua R. Ahmann	John L. Wright	Edward P. Soto	Clara F. Olson	Marc E. Kendall	Jared M. Kemnitz	Joseph R. Merth	Armando P. Mendoza	Robert Murray	Alvin R. Valencia	Brandy J. Rogers	Benjamin J. Schlachter	Claire R. Woodman
Sr Engineer	Sr Project Control Specialist	Sr Project Accountant	Sr Planner	Sr Engineer	Sr Consultant	Designer IV	Surveyor III	Planner III	Sr Engineer	Engineer IV	Engineer II	Engineer IV	Survey Supervisor	Sr Engineer	Engineer I	Sr Consultant	Designer IV	Engineer IV	Engineer III	Planner III

Rates:					\$170.00	\$110.00	\$105.00	\$155.00	\$170.00	\$190.00	\$145.00	\$110.00	\$120.00	\$155.00	\$145.00	\$110.00	\$145.00	\$160.00	\$180.00	\$100.00	\$190.00	\$145.00	\$145.00	\$125.00	\$120.00
Phase	Task	Description	Labor Dollars	Labor Hours																					
1003		Orting Emergency Evac. Bridge 162	\$675,850.00	4,747	101	210	5	22	146	40	368	80	6	12	136	360	32	4	312	20	120	1412	709	628	24
1003	01	Project Management	\$81,235.00	538	97	170	5		26	40	20				20				20	20	120				
		Project Management Plan	\$1,970.00	13	8	4			1																
		Progress Reports and Invoices	\$3,325.00	25	5	10	5		5																
		Progress Meetings and Comm	\$3,120.00	24	8	16																			
		Project Schedule	\$10,000.00	80	20	60																			
		Consultant Team Meetings	\$19,700.00	140	20	20			20	20					20				20	20					
		QC/QA	\$33,120.00	176	16				40												120				
		Project Closeout	\$10,000.00	80	20	60																			
1003	02	Prelim Design	\$82,995.00	587					16	124					40	116	32		44			130	85		
		Pedestrian Deck Design	\$6,150.00	40															10			20	10		
		Preliminary Bridge Design	\$30,775.00	205															30			110	65		
		Traffic Design	\$11,600.00	80						32					16		32								
		Hydraulics	\$17,200.00	140					16	24						100									
		WZTC	\$11,020.00	76						60					16										
		30% Estimate	\$6,250.00	46						8					8	16			4				10		
1003	03	Prelim Design Review	\$7,800.00	60		16			4						8							16	8	8	
		Assemble Review Package	\$2,040.00	16		8																8			
		Respond to Comments	\$5,760.00	44		8			4						8							8	8	8	
1003	04	Supplemental Survey	\$9,440.00	84							80								4						
1003	05	Geotechnical Investigations	\$0.00	0																					
1003	06	Environmental Process/Permitting	\$8,190.00	60	4			22					6											4	24
		Design Assistance and Early Coord	\$1,920.00	12	4			8																	
		Section 106 Consultation	\$1,360.00	10				4					2												4
		Section 106 Report	\$620.00	4				4																	
		NEPA Categorical Exclusion	\$2,780.00	22				4																	16
		SEPA	\$1,510.00	12				2																	8
1003	07	60% Design	\$245,920.00	1,732					56	108			4	48	116				120			600	340	340	
		60% Plan Sheets	\$217,120.00	1,528					20	80				16	60				104			600	324	324	
		60% Hydraulic Rpt & TESC Narrativ	\$10,120.00	76					20	16					40										
		Spec Outline	\$8,060.00	52					8				4	16									16		
		60% Engineer's Estimate	\$10,620.00	76					8	12				16	16									16	
1003	08	60% Constructability Review	\$9,920.00	76		16			8						12							8	16	16	
		Assemble Review Package	\$2,040.00	16		8																8			
		Respond to Comments	\$7,880.00	60		8									12								16	16	
	9	90% Contract Plans	\$189,670.00	1,326					16	100					40				80			650	220	220	
1003	10	90% Contract Specs	\$37,200.00	260					20	16			8	48	48				40				40	40	
		Contract Specs	\$24,280.00	168					16				8	40	40				24				40		
		Construction Estimate	\$12,920.00	92					4	16				8	8				16					40	
	11	90% PS&E Review	\$3,480.00	24															8			8			
		Assemble Review Package	\$3,480.00	24															8			8			
Labor Totals:			\$675,850.00	4,747	101	210	5	22	146	40	368	80	6	12	136	360	32	4	312	20	120	1412	709	628	24
					\$17,170.00	\$23,100.00	\$525.00	\$3,410.00	\$24,820.00	\$7,600.00	\$53,360.00	\$8,800.00	\$720.00	\$1,860.00	\$19,720.00	\$39,600.00	\$4,640.00	\$640.00	\$56,160.00	\$2,000.00	\$22,800.00	\$204,740.00	\$102,805.00	\$78,500.00	\$2,880.00

DIRECT EXPENSES:

Description	Amount
Mileage	\$163.50
Survey Equipment	\$420.00

SUBCONSULTANT EXPENSES:

Description	Amount
Cultural Resources	\$4,950.00
AMEC Foster Wheeler	\$109,336.70

Expense Total: \$114,870.20

Project Total: \$790,720.20



**City Of Orting
Council Agenda Summary Sheet**

Subject: Water Operator in Training Job Description and Pay Range Approval & Adoption of Ordinance NO. 2018-1030		Committee	Study Session	Council
	Agenda Item #:		AB18-54	
	For Agenda of:	06/06/2018	06/20/2018	06/27/18
	Department:	Public Works/HR		
	Date Submitted:	03/23/2018		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Mark Barfield/Scott Larson			
Fiscal Note: Pay would be less than an entry level Water Operator				
Attachments: Water Operator in Training – Job Description & Ordinance No. 2018-1030				
SUMMARY STATEMENT:				
<p>The City has struggled over the past few months to fill open Water and Wastewater positions with qualified candidates. Due to our need to fill open positions, we are recommending creating a new classification in our Water and Wastewater job classification called Water Operator in Training. The successful applicant would be required to get a Department of Health Water Distribution Manager I – In Training license within six months and start to show mastery of in the requirements of a Water Operator I within twelve months. The major intent of this position is to give our Maintenance Workers a means of advancement into a Water Operator position. Pay range for this position would be row 15 on our wage matrix (the same pay range as Maintenance Worker II’s are paid at) which would be \$21.05 to \$25.89 per hour. Council reviewed the job description and pay range at the study session on April 18, 2018 and were briefed that a budget amendment was also needed. This additional job classification would not add an FTE to the budget. By consensus Council asked to move forward for action.</p>				
RECOMMENDED ACTION: MOVE FORWARD TO THE NEXT MEETING TO :Approve the Job Description and Pay Range for Water Operator in Training as presented and adopt Ordinance No. 2018-1030.				

CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2018-1030

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, AMENDING ORDINANCE NO. 2017-1016,
ADOPTING THE CITY OF ORTING 2018 BUDGET TO
ADD A NEW CLASSIFICATION OF WATER OPERATOR
IN TRAINING; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

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 2018 budget pursuant to Ordinance No. 2017-1016; and

WHEREAS, City Staff has determined that additional staffing, in the form of a new position of Water Operator in Training, is needed to support the City's Public Works Department, Water and Wastewater divisions; and

WHEREAS, the 2018 budget includes a salary table and a listing of employee positions and allocations, which needs to be amended to reflect the new position and its salary to fulfill this need; and

WHEREAS, this amendment to the 2018 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 Ordinance No. 2017-1016 (2018 Budget Ordinance), Section 4, Job Classifications and Pay Ranges. Ordinance No. 2017-1016, adopting the 2018 budget, at Section 4, Job Classifications and Pay Ranges, shall be and is hereby amended to read as follows:

SECTION 4. Job Classifications and Pay Ranges. The job classifications and pay ranges for employees of the City as set forth in the schedule below are hereby adopted as part of the budget for 2018 and shall constitute the job classifications and pay ranges for such employees except as to those employees who are members of a bargaining unit wherein the applicable bargaining agreement may establish a different job classification and/or pay range.

City Administrator	103,170.75	126,887.00
Building Official	74,532.74	91,665.87
City Treasurer	81,443.94	100,165.77
City Clerk	62,420.00	76,768.72
City Planner	57,123.14	70,254.26
Senior Accountant	50,753.17	62,420.00
Parks & Rec Director	43,780.13	53,844.04
Building Inspector	53,844.04	66,221.38
Clerical II	43,780.13	53,844.04
Accounting Clerk Entry	41,266.97	50,753.17
Cashier	35,597.25	43,780.13
Court Administrator	62,420.00	76,768.72
Court Clerk	41,266.97	50,753.17
Police Chief	86,403.88	106,265.87
Police Lieutenant	73,706.78	85,446.35
Police Officer	62,664.89	72,645.78
Code Enforcement Officer	62,664.89	72,645.78
Police Records Clerk	38,898.08	47,839.73
Public Works Director	81,443.94	100,165.77
City Engineer	81,452.80	88,995.99
Public Works Supervisor	60,601.94	74,532.74

<u>Water Operator in Training</u>	<u>43,780.13</u>	<u>53,844.04</u>
Waste Water Plant Supervisor	57,123.14	70,254.26
Water Plant Operator	57,123.14	70,254.26
Water Wastewater Operator II	47,839.73	58,836.83
Water Wastewater Operator I	45,093.53	55,459.36
Maintenance Worker II Lead	45,093.53	55,459.36
Administrative Assistant, Public Wk.	47,839.73	58,836.83
Maintenance Worker II	43,780.13	53,844.04
Maintenance Worker I	41,266.97	50,753.17

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 ___ DAY OF _____, 2018.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk

Approved as to form:

Charlotte Archer
Kenyon Disend PLLC
City Attorney

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

DRAFT



**City Of Orting
Council Agenda Summary Sheet**

Subject: Rainier Meadows Lift Station Construction		Committee	Study Session	Council
	Agenda Item #:	N/A	AB18-55	
	For Agenda of:	6/6/18	6.20.18	
	Department:	Public Works		

Cost of Item:	<u>\$ 554,719.36</u>
Amount Budgeted:	<u>\$ 350,000</u>
Unexpended Balance:	<u>\$ 0</u>
Bars #:	408-594-35-63-34
Timeline:	
Submitted By:	JC Hungerford, PE

Fiscal Note:
Attachments: None

SUMMARY STATEMENT: Bids were opened for the Rainier Meadows Lift Station on June 13, 2018. Bids received were considerably higher than the engineers estimate of approximately \$373,000. This is largely due to the high bids being received in the region. At this time, it is recommended City Council reject all bids and rebid this project in combination with the Puyallup River Lift Station for construction in 2019. The goal is to bid these projects during the winter months.

RECOMMENDED ACTION: MOVE FORWARD TO THE NEXT MEETING.