

REVISED

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
August 15, 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. AB18-70- Foreclosed Property Registration - Ordinance No. 2018-1034.

- *CM Kelly/CM Hogan*

B. AB18-63- Authorize the Mayor to enter into an agreement with Pierce County of Multi-Jurisdictional Specialty Teams - Resolution No. 2018-08.

- *Chris Gard*

C. AB18-64-Calistoga Park –Play Equipment Bids (Phase 1).

- *CM McDonald/CM Gunther*

D. AB18-65- Sponsorship of Pumpkin Fest, Resolution No. 2018-09.

- *CM McDonald/CM Gunther*

E. Discussion- Council Rule 7 Duties & Privileges of Media & Citizens- Subsection 7.7- Video Recording of Public Meetings.

- *CM Gunther*

F. AB18-66- Volunteer Program.

- *Scott Larson*

G. AB18-67-Economic Development Plan.

- *Mark Bethune*

REVISED

H. AB18-68-External Marketing Plan.

- *Mark Bethune*

I. AB18-69-Communication Plan.

- *Mark Bethune*

J. AB18-71- Surplus Cemetery Property.

- *Mark Bethune*

K. AB18-72-Changing the name of the Calistoga Levee To the Ken Wolfe. Levee

- *Mark Bethune*

L. AB18-73-Transportation Improvement Program.

- *JC Hungerford*

5. ADJOURNMENT

Motion: *To Adjourn.*

Upcoming Meeting: Next Regular Meeting: August 29th, 2018, 7pm, (MPC)



**City Of Orting
Council Agenda Summary Sheet**

| | | | | |
|--|------------------------|------------------|----------------------|----------------|
| Subject: Ordinance No. 2018-1034, Adopting New Orting Municipal Code Chapter 5-11, et seq., Establishing Registration Procedures For Properties Subject To Foreclosure Located Within The City Of Orting | | Committee | Study Session | Council |
| | Agenda Item #: | | AB18-70 | |
| | For Agenda of: | | 8.15.18 | |
| | Department: | Public Safety | | |
| | Date Submitted: | 4/9/18 | | |
| Cost of Item: | _ \$ | | | |
| Amount Budgeted: | _ \$ | | | |
| Unexpended Balance: | _ \$ | | | |
| Bars #: | | | | |
| Timeline: | | | | |
| Submitted By: | City Attorney | | | |
| Fiscal Note: | | | | |
| Attachments: (1) Draft Ordinance No. 2018-1034; (2) Spokane Municipal Code, 17F.070; (3) Bremerton Municipal Code, 6.10, et seq.; (4) MRSC Article, "What Can be Done About Zombie Properties" | | | | |
| SUMMARY STATEMENT: In an effort to provide Code Enforcement with additional tools to combat negative impacts caused by some properties in various stages of the foreclosure process (i.e., bank-owned), some cities in Washington (and throughout the country) have created abandoned property registries that require lenders to report and take maintenance actions with respect to said properties. Modeled after programs adopted by the cities of Spokane and Bremerton, this Ordinance would establish a requirement that the lender or other responsible party(ies) of properties that are in the foreclosure process register those properties with the City, regularly inspect said properties, ensure that they are secured against unlawful entry, and maintain the exterior of the property free from nuisance conditions. If adopted, the City would charge a "registration fee," to be set by Resolution of the Council; as well as a civil monetary penalty for non-compliance. | | | | |
| RECOMMENDED ACTION: Advance To The Council Meeting Of August 29th, 2018. | | | | |

**CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2018-1034**

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO THE REGISTRATION OF
FORECLOSED PROPERTIES, ADOPTING NEW ORTING
MUNICIPAL CODE CHAPTER 5-11, ET SEQ.,
ESTABLISHING REGISTRATION PROCEDURES FOR
PROPERTIES SUBJECT TO FORECLOSURE LOCATED
WITHIN THE CITY OF ORTING; 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, pursuant to the powers conferred to it in the Chapter 35.80 RCW, the City seeks to reduce the number of vacant, abandoned or foreclosed buildings, homes or properties within the City; and

WHEREAS, the City Council believes properties which are, or are soon to be, vacant, foreclosed, or subject to foreclosure proceeding, have an adverse and deleterious impact on the vitality and livability of the areas in which they are located, and on the general well-being of the City and its residents; and

WHEREAS, the City Council believes the presence of vacant residential property in foreclosure pose endangerments to the public health or safety as a result of unsanitary or unsafe conditions, disruption of nearby public activities and expectations, degradation of community standards, and depreciation of property values; and

WHEREAS, in many instances, the owners, lenders and lienholders fail to adequately maintain and secure these vacant or abandoned properties, and code enforcement officials are hampered in their efforts to enforce various building and nuisance codes without information regarding the current status of ownership of vacant and abandoned foreclosed properties; and

WHEREAS, the City Council believes it necessary that certain registration and maintenance requirements be imposed on the owners of these properties in order to minimize, if not eliminate, some of the adverse effects those properties have on the City and its residents; and

WHEREAS, the City Council believes consistent monitoring of these properties would act as a deterrent to vandalism, and provide timely notice of decay, thereby protecting the value of the property and the area in which it is located; and

WHEREAS, it is in the best interests of the city of Orting to ensure sufficient information is made available to code enforcement officials to assure effective maintenance and preservation to vacant or abandoned foreclosed properties; and

WHEREAS, OMC Title 5 is inadequate and to address the needs of the Mayor and City Staff in controlling and abating vacant or abandoned foreclosed properties; and

WHEREAS, the City Council intends by this ordinance to protect the public health, safety, and welfare by adding to the City's nuisance abatement code for vacant or abandoned foreclosed property to establish registration procedures; and

WHEREAS, the City Council has considered this Ordinance, together with all public comment, and has determined that the proposed amendments 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; and

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

Section 1. OMC Title 5, Chapter 11, Adopted. Orting Municipal Code Title 5, Chapter 11 is hereby enacted to read as follows:

Chapter 11
ABANDONED PROPERTY REGISTRATION PROGRAM

5-11-1: PURPOSE

5-11-2: DEFINITIONS

5-11-3: REGISTRY ESTABLISHED; PROCEDURES

5-11-4: MAINTENANCE AND MONITORING OF REGISTERED PROPERTIES

5-11-5: PENALTY

5-11-1: PURPOSE

It is the purpose and intent of the City of Orting, through the adoption of this chapter, to establish a Foreclosure Property Registration Program in order to protect the community from the deterioration, crime, and decline in value in neighborhoods caused by properties in various stages of the foreclosure process, and to identify, regulate, limit, and reduce the number of those properties within the City of Orting. It is the policy and intent of the City to establish a requirement that the lender or other responsible party(ies) of properties that are in the foreclosure process register those properties with the City, as set forth in this chapter, in order to protect the neighborhoods from the negative impacts of absentee ownership and lack of adequate maintenance and security for properties in the foreclosure process.

5-11-2: DEFINITIONS

As used in this chapter, the following terms have the meanings indicated unless the context clearly indicates otherwise:

“Enforcement Officer” or “Code Enforcement Officers” refers to the City’s Code Enforcement Officer (defined at OMC 1-13-2) or his or her designee, the City Administrator or his or her designee, or the Building Official or his or her designee.

“Evidence of Foreclosure Status” means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is a Foreclosure Property. Such conditions include, but are not limited to, overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or debris; statements by neighbors, passersby, delivery agents, or government employees that the property is in foreclosure; the presence of boards over doors, windows or other openings in violation of applicable building code; and for residential properties, the absence of window coverings such as curtains, blinds, and/or shutters; the absence of furnishings and/or personal items consistent with residential habitation.

“Foreclosure” means the legal processes described in Title 61, Revised Code of Washington, in which a mortgagee or other lien holder terminates a property owner’s equitable right of redemption to obtain legal and equitable title to the real property pledged as security for a debt or the real property subject to the lien. For purposes of this section, the foreclosure process is not concluded until the property obtained by the mortgagee, lien holder, or their designee, by certificate of title or other means, is sold to a non-related, bona fide purchaser in an arms’-length transaction to satisfy the debt or lien.

“Foreclosure Property” means a property that is (1) under a current notice of default and/or notice of trustee’s sale; (2) the subject of a pending tax assessor’s lien sale; (3) the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; (4) a property title to which has been transferred under a deed in lieu of foreclosure/sale, or (5) subject to a contract forfeiture. Property acquired by a government agency at a tax foreclosure sale under chapter 84.64 RCW is not "Foreclosure Property" within the meaning of this section. For purposes of this section, a property remains a Foreclosure Property until it is sold at an arms’-length transaction to a non-related bona fide purchaser or until the foreclosure action has been dismissed and any default has been cured.

“Lender” means any person who makes, extends, holds, or services a real estate loan agreement and includes, but is not limited to, mortgagees; beneficiaries under deeds of trust; underwriters under deeds of trust; vendors under conditional land sales contracts; trustees and a successor in interest to any mortgagee, beneficiary, vendor or trustee and any other lien holder on the property. The term also includes any mortgagee, beneficiary or trustee that accepts a deed in lieu of foreclosure.

“Owner” means any individual or group of natural persons, partnership, association, corporation or other entity having legal or beneficial title in real property including any borrower.

“Property” means any unimproved or improved, residential or commercial real property, or portion thereof, situated in the City, and includes the buildings or structures located on the property regardless of condition.

“Responsible Party” means any person, partnership, association, corporation, or fiduciary having legal or equitable title to or any interest in any real property, including but not limited to an Owner, and Lender, as defined in this chapter, as well as individual property manager, property management company, or similar person or entity, responsible for and having the authority to make decisions and required expenditures concerning, the maintenance and security of a Foreclosure Property and the abatement of nuisance conditions at the property

5-11-3: REGISTRY ESTABLISHED; PROCEDURES

The City shall establish and maintain a Foreclosure Property Registry to implement the terms of this chapter. The Registry shall be maintained by the Building Department, in conjunction with the Code Enforcement Department, who shall develop procedures to implement this section which are consistent with and do not conflict with this chapter, the Orting Municipal Code, or Washington law.

A. Registration of Foreclosure Properties.

1. **Inspection Required.** Any Lender who holds a security interest on a property located within the City of Orting which is under a current notice of default, is under a current notice of trustee’s sale, is the subject of a pending tax assessor’s lien sale, has been the subject of a foreclosure where the title was retained by the beneficiary of the deed of trust involved in the foreclosure, or was transferred under a deed in lieu of foreclosure/sale must perform an inspection of the property to determine whether the property is vacant within 14 days of the notice of default or other applicable proceedings to begin the foreclosure process. The Enforcement Officer can also inspect the property and trigger the registration process. If the property is found to be vacant or shows evidence of vacancy, it is deemed abandoned and shall be registered with the City in accordance with this chapter.
2. **Registration Required.** Any Lender(s) or other Responsible Party(ies) of a Foreclosure Property as defined in this chapter shall register that property with the City of Orting within ten (10) days of the property becoming a Foreclosure Property within the meaning of this chapter by submitting an application pursuant to this chapter. All registrations are valid for one year. Once registered, the Lender(s) or other Responsible Party(ies) shall renew the registration of the Foreclosure Property with the City every twelve (12) months, until the property is no longer a Foreclosure Property within the meaning of this chapter. A separate registration is required for each property.
3. **Application for Registry.** The content of the registration application shall include:
 - a. Proof of ownership, or financial interest, such as a lien or loan,
 - b. The name, address, phone number, and email address for the Owner, Lender, and Responsible Party and twenty-four hour contact phone number of the respective entity; and
 - c. Documentation which adequately demonstrates the property is foreclosed, pending foreclosure, or subject to foreclosure, trustee’s sale, tax assessor’s lien

sale or other legal proceedings. The adequacy of the documentation provided shall be at the City's discretion.

4. The Lender, Owner, or Responsible Party shall notify the City within ten (10) days of the date of any change in the information contained in the registration. Lenders, Owners, or Responsible Parties who have existing Foreclosure Properties upon enactment of this chapter shall have 30 calendar days from the effective date to register the property with City. A separate registration is required for each property.
 5. Upon application for the registry, the Lender, Owner, or Responsible Party shall remit an initial registration fee to the City, the amount of which shall be set by resolution of the City Council.
- B. **Removal from Registry.** A property may only be removed from the Foreclosure Property registry upon the Lender's, Owner's, or Responsible Party's written certification that (1) the mortgage or lien on the property has been satisfied or legally discharged, (2) the property is no longer in mortgage default, or (3) the Foreclosure Property has been sold to a non-related party in a bona-fide, arms' length transaction. The following shall not be a valid basis for removal from the registry: a Lender's statement that it no longer desires to pursue foreclosure; evidence of dismissal of lis pendens and/or summary of final judgment and/or certificate of title, or similar documentation, such as deed in lieu of foreclosure.
- C. **Transfer of Ownership.** If the mortgage on a registered Foreclosure Property is transferred, the transferee shall be subject to the requirements of this section and shall, within five (5) days of the transfer of the mortgage, register the property as a new registration in accordance with this section. Any previously unpaid registration fees are the responsibility of the transferee and are due and payable upon the new registration.
- D. **Sale of Foreclosure Property.** If the mortgagee sells a Foreclosure Property in an arms'-length transaction to a non-related person or entity, the transferee is subject to the terms of this section and shall register the property as a new registration under this section within five (5) days of the sale. Any previously unpaid registration fees shall be the responsibility of the new owner. For purposes of this chapter, a transfer to another entity which is under common ownership with the Lender, as determined in the sole discretion of the City, is not an arms' length transaction.

5-11-4: MAINTENANCE AND MONITORING OF REGISTERED PROPERTIES

- A. **Minimum Property Inspection and Maintenance Requirements.** While a Foreclosure Property is registered, the Lender or Responsible Party shall be required to inspect the Foreclosure Property monthly, or more frequently as necessary to prevent the creation of a nuisance, and shall:
1. Maintain and keep Foreclosure Property free of conditions including, but not limited to: weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles, accumulation of newspapers, circulars, flyers, notices (except those required

by federal, state, or local law), and discarded personal items including, but not limited to, furniture, clothing, or large and small appliances;

2. Graffiti, tagging, or similar markings shall be removed or painted over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure;
3. Secure ponds, pools and hot tubs and ensure that they do not become a public nuisance;
4. Secure the Foreclosure Property to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. Preferred material for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure, or is of a material that mimics glazed windows and intact doors;
5. Post the property with no trespassing signs and current emergency contact information for the agent; and
6. Take any other action necessary to prevent giving the appearance that the property is abandoned.

- B. City Monitoring of Registered Properties. Upon registration, the City will provide regular monitoring of Foreclosure Properties including, but not limited to, periodic site visitation. The City's monitoring of Foreclosure Properties does not relieve the Lender or other Responsible Party from monitoring and maintaining the property as required by this chapter. As part of the Foreclosure Property registration, the Owner, Lender, or Responsible Party, or other person having legal authority for the property shall authorize the City to enter onto the property for monitoring purposes.

5-11-5: PENALTY AND APPEAL

Any violation of this chapter shall be subject to enforcement under the procedures set out in Ch. 1-13 OMC, and the person(s) responsible for the violation(s) shall incur a civil monetary penalty of \$100 for each day of continued non-compliance. Payment of a monetary penalty pursuant to this chapter does not relieve the person(s) responsible(s) for the violation of the duty to correct the violation. Enforcement action taken by this City in accordance with this chapter may be appealed in accordance with the procedures set out in Ch. 1-13 OMC and Ch. 1-12 OMC.

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. Codification of Amendments. The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the amendments, and publish the amended code.

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 SPECIAL 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

Filed with the City Clerk:
Passed by the City Council:
Date of Publication:
Effective Date:



CITY 101



THE ZOMBIE EFFECT

ABANDONED HOMES HAVE A NUMBER OF NEGATIVE IMPLICATIONS FOR CITIES, AMONG THEM:

CRIME

Vandalism, trespass, theft, and drug activity often occur in or around zombie homes

PUBLIC SAFETY

Unmaintained homes or those occupied by squatters increase risk of fire, structural collapse, and other accidents

PROPERTY VALUES

Zombie homes are often eyesores that affect street appeal and surrounding home values

COMMUNITY COHESION

Abandoned homes separate neighbors and foster distrust

TAX REVENUE

Declining values of zombie homes and surrounding homes limit cities' revenue potential for the properties

BRIAHNA MURRAY, VP Governmental Affairs, Gordon Thomas Honeywell

CLEANUP CREWS

A NEW BILL HELPS CITIES AND BANKS DEAL WITH NUISANCE PROPERTIES


AN ABANDONED NUISANCE PROPERTY impacts an entire neighborhood, attracting squatters, vandalism, and crime and reducing adjacent property values. Neighbors to such properties frequently call their city to complain. Exacerbating the problem, in 2016 the Supreme Court ruled in *Jordan v. Nationstar* that banks cannot access homes mid-foreclosure, even when the home is abandoned and a nuisance. With banks no longer able to perform maintenance on homes that are mid-foreclosure, the burden fell to cities to intervene and perform nuisance abatements.

During the 2018 legislative session, Rep. Tina Orwall (D-Des Moines) led a stakeholder process with cities, banks, and homeowner advocates that culminated in the passage of Engrossed Second Substitute House Bill 2057 (E2SHB 2057). This omnibus bill provides cities with greater tools to address nuisance properties and gives banks access to nuisance properties that are mid-foreclosure, all while protecting homeowner interests.

One of the main benefits of E2SHB 2057 is it allows cities to better recover costs for conducting nuisance abatements on homes that are mid-foreclosure. Under current law, cities are limited in their ability to recover the costs of conducting a nuisance abatement to a \$2,000 first-priority lien against the property. Cities dip into their general fund to complete nuisance abatements, taking away from other essential services.

E2SHB 2057 allows banks to secure homes that are mid-foreclosure, and allows cities increased cost recovery for conducting nuisance abatements. Under the bill, the city can send an affidavit or declaration finding a home to be (1) abandoned, (2) mid-foreclosure, and (3) a nuisance to a mortgage servicer. The mortgage servicer can then access the home to abate the nuisance and secure the property. If the mortgage servicer fails to do so, the city can conduct a nuisance abatement action under its current authority, and fully recover its costs by placing an unlimited first-priority lien on the property. (Cities may also place such a lien for their nuisance abatement costs on an unmaintained bank-owned property.)

The bill also provides a mechanism for a mortgage servicer to ask the city to issue an affidavit indicating that a home is abandoned and a nuisance. The city is responsible for responding and indicating that (1) the home is not abandoned and a nuisance; (2) the home is abandoned and a nuisance, and the mortgage servicer may secure the home; or (3) the city is unable to respond due to time or resource limitations.

The statutory framework in E2SHB 2057 will hopefully encourage banks to secure homes that are mid-foreclosure or bank-owned, and allow cities to fully recover costs if the bank fails to act and the city needs to conduct a nuisance abatement. 

Briahna Murray specializes in advocating for cities, counties, and other local governments to the Washington State Legislature and Executive Branch.



Chapter 6.10
ABANDONED PROPERTY REGISTRATION AND MAINTENANCE*

Sections:

6.10.010 PURPOSE.

6.10.020 DEFINITIONS.

6.10.030 ADMINISTRATION.

6.10.040 MAINTENANCE AND REGISTRATION REQUIREMENTS.

6.10.050 RESPONSIBLE PERSON - LOCAL PROPERTY MANAGER.

6.10.060 LENDER INSPECTION AND REGISTRATION.

6.10.070 MONTHLY INSPECTIONS.

6.10.080 MAINTENANCE REQUIREMENTS.

6.10.090 SECURING AND POSTING REQUIREMENTS.

6.10.100 VACANT PROPERTIES NOT ABANDONED.

6.10.110 TIME TO REMEDY FOLLOWING INSPECTION.

6.10.120 ADDITIONAL MAINTENANCE AND SECURITY.

6.10.130 ENFORCEMENT.

6.10.140 VIOLATION - PENALTY.

6.10.010 PURPOSE.

It is the purpose and intent of the Bremerton City Council to establish an abandoned real property registration program to protect the community from becoming blighted as a result of vacant properties that are abandoned and not properly secured and maintained. Abandoned properties are deemed to be a public nuisance. This chapter requires that abandoned properties be properly maintained by the owners, lenders, and other responsible persons. Through the registration process, lenders who have an interest in real properties within the City that are vacant and have been abandoned by the owners are required to maintain and secure these properties. (Ord. 5215 §1 (part), 2013)

6.10.020 DEFINITIONS.

For the purposes of this chapter, certain words and phrases used in this chapter are defined as follows:

"Abandoned" means a property that is vacant and (1) is under a current notice of default and/or notice of trustee's sale; (2) is the subject of a pending tax assessor's lien sale; (3) has been the

subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; or (4) has been transferred under a deed in lieu of foreclosure/sale.

"Accessible" means a property that is accessible through a compromised/ breached gate, fence, wall, or similar condition or a structure/building that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

"Beneficiary" means a lender or holder of a note secured by a deed of trust.

"Borrower" means any owner as defined in this section who becomes obligated on a real estate loan agreement, either directly or indirectly, and includes, but is not limited to, mortgagors, vendees under conditional land sales contracts and grantors under trust deeds.

"City" means City of Bremerton.

"Days" means consecutive calendar days.

"Deed of trust" means an instrument by which title to real estate is transferred to a third party trustee as security for a real estate loan and often used in Washington instead of a mortgage. This definition applies to any and all subsequent deeds of trust, i.e., second trust deed or third trust deed.

"Deed in lieu of foreclosure/sale" means a recorded document that transfers ownership of property from the borrower to the lender in lieu of foreclosure including, but not limited to, a trustor to the holder of a deed of trust upon consent of the beneficiary of the deed of trust.

"Default" means the failure to fulfill a contractual obligation, monetary, or conditional.

"Director" means the Director of Community Development or authorized designate thereof.

"Evidence of vacancy" means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is vacant and not occupied by authorized persons. Such conditions include, but are not limited to, overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or debris; statements by neighbors, passersby, delivery agents, or government employees that the property is vacant; and for residential properties, the absence of window coverings such as curtains, blinds, and/or shutters; the absence of furnishings and/or personal items consistent with residential habitation.

"Foreclosure" means the foreclosure process by which a property, placed as security for a real estate loan, is sold at auction, deed of trust foreclosure or a judgment is obtained to satisfy the debt if the borrower defaults.

"Lender" means any person who makes, extends, or holds a real estate loan agreement and includes, but is not limited to, mortgagees; beneficiaries under deeds of trust; underwriters under deeds of trust; vendors under conditional land sales contracts; trustees and a successor in interest to any mortgagee, beneficiary, vendor or trustee and any other lien holder on the

property. The term also includes any mortgagee, beneficiary or trustee that accepts a deed in lieu of foreclosure.

"Local" means within Kitsap County.

"Notice of default" means a default has occurred under a deed of trust and that the beneficiary intends to proceed with a trustee's sale.

"Out of area" means outside Kitsap County.

"Owner" means any natural person, partnership, association, corporation or other entity having legal title in real property including any borrower as defined in this section.

"Property" means any unimproved or improved, residential or commercial real property, or portion thereof, situated in the City, and includes the buildings or structures located on the property regardless of condition.

"Responsible person" means any person, partnership, association, corporation, or fiduciary having legal or equitable title to or any interest in any real property, including but not limited to an owner, borrower, and lender as defined in this section.

"Securing" or "secure" means such measures as may be directed by the Director that assist in rendering the property inaccessible to unauthorized persons, including, but not limited to, the repairing of fences and walls, chaining/padlocking of gates and the repair, replacement or boarding of doors, windows, and/or other openings.

"Trustee" means the person, partnership, firm, corporation, or other entity holding a deed of trust on a property.

"Trustor" means a borrower under a deed of trust, who deeds property to a trustee as security for the payment of a debt.

"Vacant" means a subject property that is not legally occupied. (Ord. 5215 §1 (part), 2013)

6.10.030 ADMINISTRATION.

This chapter shall be administered by the Department of Community Development by its Director, or his or her designee, who shall promulgate procedures to administer the registration, maintenance, security and related provisions as authorized in this chapter. Appropriate fees for services as well as fines and penalties for violations shall be set by the City Council and are set forth in Chapter 3.01 BMC. (Ord. 5215 §1 (part), 2013)

6.10.040 MAINTENANCE AND REGISTRATION REQUIREMENTS.

Abandoned properties shall be properly maintained and secured as required by this chapter by the owners, lenders and other responsible persons as defined in BMC 6.10.020. Lenders who have an interest in real properties within the City that are vacant and have been abandoned are required to register abandoned properties with the City pursuant to BMC 6.10.060. (Ord. 5215 §1 (part), 2013)

6.10.050 RESPONSIBLE PERSON - LOCAL PROPERTY MANAGER.

(a) **Responsible Person.** When any act as required under this chapter involves more than one lender or other responsible person as defined in BMC 6.10.020, both or all are responsible for performing such act and may be charged with a violation of this code for failure to act. However, it is sufficient if it is accomplished by either one. If information is required to be provided, then both must provide such information.

(b) **Local Property Manager.** If the lender or other responsible person is a corporation and/or out of area lender/owner, that responsible person shall retain a local property manager authorized to take the appropriate steps to comply with the requirements of this chapter. (Ord. 5215 §1 (part), 2013)

6.10.060 LENDER INSPECTION AND REGISTRATION.

(a) **Initial Inspection Upon Default.** Any lender who holds a security interest on a property located within the City shall perform an initial inspection of the property upon default by the borrower prior to initiating foreclosure proceedings such as posting a notice of default or initiating other applicable proceedings to begin the foreclosure process. This inspection shall be performed within fourteen (14) days of default. This inspection shall be to determine whether the property is vacant. If the property is found to be vacant or shows evidence of vacancy, it is, by this chapter, deemed abandoned and the lender shall, within fourteen (14) days from the date of the inspection, register the property with the Director on forms or in the manner provided by the City.

(b) **Defaults Prior to August 1, 2013.** Any lender who holds a security interest on a property located within the City, and which property as of August 1, 2013, (1) is under a current notice of default; (2) is under a current notice of trustee's sale; (3) is the subject of a pending tax assessor's lien sale; (4) has been the subject of a foreclosure where the title was retained by the beneficiary of the deed of trust involved in the foreclosure; or (5) was transferred under a deed in lieu of foreclosure/sale, shall perform an inspection of the property to determine whether the property is vacant. This inspection shall be performed by August 15, 2013. If the property is found to be vacant or shows evidence of vacancy, it is, by this chapter, deemed abandoned, and the lender shall, within fourteen (14) days from the date of the inspection, register the property with the Director on forms or in the manner provided by the City.

(c) **Registration Contents.** Each registration shall contain the following:

- (1) Information for both the beneficiary and trustee: name (corporation or individual);
- (2) The street/office address (not a post office box) and, if different, the mailing address;
- (3) A direct contact name (corporation or individual);
- (4) A direct contact name and phone number for the person handling the foreclosure; and
- (5) In the case of a corporation or out of area lender, the telephone number and other contact information of local property manager/management company responsible for the inspections, maintenance and security of the property.

(d) Registration Fee and Other.

(1) There shall be no fee for the annual registration.

(2) The registration shall be valid for one (1) calendar year following the date on which registration is initially due to the City. Subsequent registrations are required and due each year thereafter on the anniversary of the due date of the initial registration until such time as the property is transferred or becomes legally occupied.

(3) Lenders required to register properties pursuant to this chapter shall keep such properties registered and all required information updated, and comply with all the security and maintenance requirements of this chapter for the entire time such properties remain vacant.

(4) When properties required to be registered become occupied or title is transferred, the prior lender shall notify the Director in writing within fourteen (14) days of the occupancy or transfer.

(5) Any lender required to register a property pursuant to this chapter shall report any change of information contained in the registration within fourteen (14) days of the change.

(6) Inspections conducted pursuant to this chapter are intended only for the purposes set forth in this chapter and not for purposes of triggering disclosure obligations to potential real property purchasers. (Ord. 5215 §1 (part), 2013)

6.10.070 MONTHLY INSPECTIONS.

(a) The property shall be inspected on a monthly basis to determine whether or not the property is vacant and whether or not the maintenance, security and other requirements of this chapter and any other applicable laws are being met.

(b) If a property is occupied, but remains in default, it shall be inspected by the lender, or an agent/designee of the lender, monthly to determine whether the property is vacant until (1) the borrower or other party remedies the default; or (2) the foreclosure is completed and ownership is transferred to a new owner who is not the former beneficiary or another lender; or (3) it is found to be vacant or shows evidence of vacancy at which time it is deemed abandoned, and the lender shall, within fourteen (14) days of that inspection, register the property with the Director on forms or in the manner provided by the City.

(c) The property shall continue to be inspected after a foreclosure sale where the title was transferred to the beneficiary of a deed of trust involved in the foreclosure, or the underwriter of the deed of trust, or any other person or entity who held a security interest in the property, and any property transferred under a deed in lieu of foreclosure/sale. If upon inspection the property is found to be vacant, it is hereby deemed abandoned and must be registered within fourteen (14) days as required in this chapter.

(d) These inspections shall be reported to the City as required by the Director. (Ord. 5215 §1 (part), 2013)

6.10.080 MAINTENANCE REQUIREMENTS.

(a) Responsible persons shall maintain and keep properties free of conditions including, but not limited to:

- (1) Weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles,
- (2) Accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items including, but not limited to, furniture, clothing, or large and small appliances.
- (3) Graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure.

(b) Responsible persons shall;

- (1) Maintain yards in accordance with City requirements and standards;
- (2) Secure ponds, pools and hot tubs and ensure that they do not become a public nuisance; and
- (3) Take any other action necessary to prevent giving the appearance that the property is abandoned.

(c) Additionally, responsible persons shall maintain properties pursuant to the requirements of Chapter 17.04 BMC, the City Building Code, Chapter 18.02 BMC, the City Fire Code, Chapter 9.92 BMC, Chronic Nuisance Properties, BMC Title 6, Health and Sanitation, and/or any other applicable City code or state law. (Ord. 5215 §1 (part), 2013)

6.10.090 SECURING AND POSTING REQUIREMENTS.

(a) Securing. All properties subject to registration shall be secured to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. Material used for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure.

(b) Posting. The property shall be posted with the name and twenty-four (24) hour contact phone number of the local property manager. The posting shall be no less than eighteen (18) inches by twenty-four (24) inches, and shall be of a font that is legible from a distance of forty-five (45) feet, and shall contain, along with the name and a twenty-four (24) hour contact number, the words:

"THIS PROPERTY MANAGED BY [insert name]" and

"TO REPORT PROBLEMS OR CONCERNS CALL [insert local telephone number]."

The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so it is visible from the street, or, if no such area exists, on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the property but not readily accessible to vandals. Exterior posting must be constructed of, and printed with, weather resistant materials. (Ord. 5215 §1 (part), 2013)

6.10.100 VACANT PROPERTIES NOT ABANDONED.

Vacant properties that are not abandoned as defined in BMC 6.10.020 but have been boarded up and/or otherwise secured as a result of City code enforcement action, shall comply with the local property manager requirements of BMC 6.10.050(b) and the posting and security requirements of BMC 6.10.090. (Ord. 5215 §1 (part), 2013)

6.10.110 TIME TO REMEDY FOLLOWING INSPECTION.

The lender or other responsible person shall have fourteen (14) days to remedy any defects found following any inspection required by this chapter, except that the lender or other responsible person shall have fourteen (14) days from the date of registration to remedy any defects found during the initial inspection set forth in BMC 6.10.060(a) or (b) to meet the registration, inspection, maintenance, and security obligations of this chapter, unless otherwise extended by the Director at his or her sole discretion. (Ord. 5215 §1 (part), 2013)

6.10.120 ADDITIONAL MAINTENANCE AND SECURITY.

In addition to the enforcement remedies established in this chapter and applicable City Code, the Director shall have the authority to require any responsible person of any abandoned property affected by this chapter to implement additional maintenance and/or security measures, including, but not limited to, securing any/all doors, windows or other openings, installing additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard, disconnecting utilities, or any other measures as may be reasonably calculated to arrest the decline of the property, prevent unauthorized entry, and/or ensure maintenance of the property in accordance with this code. (Ord. 5215 §1 (part), 2013)

6.10.130 ENFORCEMENT.

(a) In the event the Director believes lender or other responsible person has failed to meet the registration, inspection, maintenance, and security obligations of this chapter, the Director shall send notice of said failure to the responsible person at the address listed on the tax rolls of the County or at such other address as may be known to the Director. The notice shall set out the nature of the failure(s) to be corrected and shall give the responsible person within fourteen (14) days from the date of the notice to correct them unless an imminent danger exists in which case the responsible person shall take immediate action to cure the condition creating the imminent danger. In the event the lender or other responsible person fails to remedy the matters within the time set out in the notice (or make, in the view of the Director, adequate arrangements otherwise) the City may seek enforcement pursuant to BMC 6.10.140.

(b) Violations of this chapter constitute a public nuisance and may be enforced, in addition to the provisions of this chapter, pursuant to Chapter 17.04 BMC, the City Building Code, Chapter 18.02 BMC, the City Fire Code, Chapter 9.92 BMC, Chronic Nuisance Properties, BMC Title 6,

Health and Sanitation, and/or any other applicable City code or state law. (Ord. 5215 §1 (part), 2013)

6.10.140 VIOLATION - PENALTY.

(a) Penalty. Any person, firm or entity who fails to register and perform the required inspections, maintenance and/or security as required herein shall be subject to a penalty as set forth in Chapter 3.01 BMC.

(b) Code Enforcement. In addition, any violation of any provision of this chapter is a civil violation as provided for in Chapter 1.04 BMC, for which a monetary penalty may be assessed and abatement may be required as provided therein. (Ord. 5215 §1 (part), 2013)

What Can Be Done about “Zombie” Properties?

January 17, 2017 by [Oskar Rey](#).

Category: [Court Decisions](#), [AGO Opinions and Regulations](#), [Property Nuisances](#)



In March 2011, Laura Jordan returned home from work to find that the lock on her home had been changed. She had defaulted on her loan, which was secured by a deed of trust on the residence. A representative of her lender had changed the lock on the front door. There was a notification which stated that the representative determined the home was “unsecure or vacant” and that it was “secured against entry by unauthorized persons to prevent possible damage.” A phone number was provided to call to obtain

reentry. Ms. Jordan called the number and removed her belongings the next day. She later became a member of a class action that challenged the deed of trust provisions that authorize a lender to enter and secure property prior to foreclosure (i.e., “entry provisions”).

In July 2016, the Washington Supreme Court issued its decision in the case (*Jordan v. Nationstar Mortgage LLC*) and found that the entry provisions violate state law and are therefore unenforceable. Under [RCW 7.28.230\(1\)](#), a lender may not take possession of a property prior to foreclosure. Citing this statute, the court ruled that changing the locks constituted an exercise of control over the property that amounted to taking unlawful possession prior to foreclosure. Although no local government entity was a party to *Nationstar*, the case significantly impacts the ability of local government to take action with respect to vacant or “zombie” properties.

The Scope of *Nationstar*

The outcome of *Nationstar* is not surprising given the fact the property apparently was occupied. However, the reasoning of *Nationstar* seems to apply in cases where property is vacant or abandoned as well. The Court invalidated the entry provisions in the deed of trust, which were broadly drafted, so there does not appear to be a basis for differentiating between occupied and abandoned residences.

Therefore, it appears the ruling in *Nationstar* applies to zombie properties. The case presents difficulties for cities and counties because it makes it more difficult to work with lenders to secure zombie properties and mitigate their impacts.

The Impact of *Nationstar* on Local Government

Zombie properties are a problem because they are unmaintained, attractive to squatters, and can become a source of illegal activity. Until *Nationstar*, local government had the option of requiring lenders to secure and maintain abandoned properties. For example, the cities of Spokane and Bremerton created abandoned property registries that require lenders to report and take action with respect to zombie properties. Other jurisdictions worked with lenders on a more informal basis to address the impacts of zombie properties.

In light of *Nationstar*, what options remain for addressing zombie properties? There are several:

- Redefine what remedies your jurisdiction will seek from lenders. *Nationstar* is about lender actions that amount to taking possession of the property, such as changing the locks. Requesting lenders to take less drastic action, such as mowing the grass and maintaining the exterior of the property, alleviates the visual impacts of a zombie property and would not seem to violate *Nationstar*.
- Determine if the property owner will consent to lender entry to secure the property. In *Nationstar*, the Court noted that a lender may take possession prior to foreclosure if the property owner agrees. If the property is abandoned and the owners can be located, they may agree to entry so that the property can be protected from trespassers and the elements. Consent may be in the best interest of the property owners because it preserves the value of the collateral and maximizes any surplus funds which may be available to the owners after foreclosure.
- In cases where squatters have moved in and are creating problems for neighbors, consider criminal or administrative enforcement options against them. Again, the owners can be of assistance if they are willing to file a trespass report and indicate that any current occupants are unauthorized. In addition, squatters can be prosecuted under chapter 9A.61 RCW if they divert or make unauthorized connections to obtain utility service. If the structure becomes dangerous or does not have water service, it may be possible to post a “do not occupy” notice on the property so that subsequent entry becomes a criminal violation of the building code.
- For the absolute worst cases, jurisdictions can (1) seek appointment of a custodial receiver under chapter 7.60 RCW to secure and manage zombie houses; or (2) have them declared a nuisance and abated under chapter 7.48 RCW. Both of these options can be costly and time consuming and require a superior court order.

Close coordination with your jurisdiction’s legal counsel is important in these types of cases. If your jurisdiction has other effective methods of dealing with zombie properties, I would love to hear about them in the comments below or by email at orey@mrsc.org!



About Oskar Rey

Oskar Rey has practiced municipal law since 1995 and served as Assistant City Attorney for the City of Kirkland from 2005 to 2016, where he worked on a wide range of municipal topics, including land use, public records, and public works. Oskar is a life-long resident of Washington and graduated from the University of Washington School of Law in 1992.

Comments

3 comments on What Can Be Done about “Zombie” Properties?

"Oskar, Have you considered how this relates to the condemnation of blight creating properties under RCW35.80A? This may get lenders to move as the compensation is limited to fair market value."

Kinnon Williams on Feb 8, 2017 7:01 PM

"Thanks Carol! I had no idea about the Ohio plywood ban--I will check it out!"

Oskar Rey on Jan 26, 2017 11:40 PM

"Hi Oskar: Did you hear that Ohio has banned the use of plywood to close up vacant properties? In support of the ban, they argue that homes boarded with plywood attract squatters. It is also unattractive, and when a few homes in a block are boarded up, it also reduces property values. There is a clear plastic board that is used as a replacement. It prevents entry and doesn't look terrible. I guess first responders aren't crazy about it, because in the event of a fire, they could just pull plywood off the windows, but a chain saw is needed to cut through the clear plastic. Anyway, there is more on the Northwest Public Radio website. Thanks for a great article!"

carol morris on Jan 26, 2017 6:22 PM



Spokane Municipal Code

[Home](#)[Title 17F](#)[Chapter 17F.070](#)[Section 17F.070.520](#)

[Title 17F Construction Standards](#)

[Chapter 17F.070 Existing Building and Conservation Code](#)

[Section 17F.070.520 Foreclosure Registration Program](#)

A. Purpose

It is the purpose and intent of this section to establish a Foreclosure Property registration program in order to protect the community from the deterioration, crime, and decline in value in Spokane's neighborhoods caused by properties in various stages of the foreclosure process, and to identify, regulate, limit, and reduce the number of those properties within the City of Spokane. It is the policy and intent of the City to establish a requirement that the lender or other responsible party(ies) of properties that are in the foreclosure process to register those properties with the City as set forth in this section in order to protect the neighborhoods from the negative impacts of absentee ownership and lack of adequate maintenance and security for properties in the foreclosure process.

B. Definitions

As used in this chapter, the following terms have the meanings indicated unless the context clearly indicates otherwise:

1. "Abatement Order" means an appealable order, supported by specific factual findings, issued by the Office of Neighborhood Services and Code Enforcement which directs the Owner of a Foreclosure Property to take certain specific steps, within a specific period of time, to ensure that the relevant property is in compliance with this section.
2. "Enforcement Officer" means the Director of the Office of Neighborhood Services and Code Enforcement or its designee.
3. "Evidence of Foreclosure Status" means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is a Foreclosure Property. Such conditions include, but are not limited to, overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or debris; statements by neighbors, passersby, delivery agents, or government employees that the property is in foreclosure; the presence of boards over doors, windows or other openings in violation of applicable building code; and for residential properties,

the absence of window coverings such as curtains, blinds, and/or shutters; the absence of furnishings and/or personal items consistent with residential habitation.

4. "Foreclosure" means the legal processes described in Title 61, Revised Code of Washington, in which a mortgagee or other lien holder terminates a property owner's equitable right of redemption to obtain legal and equitable title to the real property pledged as security for a debt or the real property subject to the lien. For purposes of this section, the foreclosure process is not concluded until the property obtained by the mortgagee, lien holder, or their designee, by certificate of title or other means, is sold to a non-related, bona fide purchaser in an arms'-length transaction to satisfy the debt or lien.
5. "Foreclosure Property" means a property that is (1) under a current notice of default and/or notice of trustee's sale; (2) the subject of a pending tax assessor's lien sale; (3) the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; (4) a property title to which has been transferred under a deed in lieu of foreclosure/sale, or (5) subject to a contract forfeiture. Property acquired by Spokane County at a tax foreclosure sale under chapter 84.64 RCW is not "Foreclosure Property" within the meaning of this section. For purposes of this section, a property remains a Foreclosure Property until it is sold at an arms'-length transaction to a non-related bona fide purchaser or until the foreclosure action has been dismissed and any default has been cured.
6. "Lender" means any person who makes, extends, holds, or services a real estate loan agreement and includes, but is not limited to, mortgagees; beneficiaries under deeds of trust; underwriters under deeds of trust; vendors under conditional land sales contracts; trustees and a successor in interest to any mortgagee, beneficiary, vendor or trustee and any other lien holder on the property. The term also includes any mortgagee, beneficiary or trustee that accepts a deed in lieu of foreclosure.
7. "Local Agent" means an individual property manager, property management company, or similar person or entity, located in Spokane County and responsible for, having the authority to make decisions and required expenditures concerning, the maintenance and security of a Foreclosure Property and the abatement of nuisance conditions at the property.
8. "Owner" means any individual or group of natural persons, partnership, association, corporation or other entity having legal or beneficial title in real property including any borrower.
9. "Property" means any unimproved or improved, residential or commercial real property, or portion thereof, situated in the City, and includes the buildings or structures located on the property regardless of condition.
10. "Responsible Party" means any person, partnership, association, corporation, or fiduciary having legal or equitable title to or any interest in any real property, including but not limited to an Owner, borrower, and Lender as defined in this section.

C. Establishment of a Registry

The Office of Neighborhood Services and Code Enforcement shall establish and maintain a Foreclosure Property Registry to implement the terms of this section.

D. Registration of Foreclosure Properties.

1. Any Lender which holds or services a mortgage on real property located in the City of Spokane shall inspect the property upon mortgage default.
2. The Enforcement Officer can also initiate the registration process.
3. Any Lender or other Responsible Party(ies) of a Foreclosure Property as defined in this section shall register that property with the City of Spokane Office of Neighborhood Services and Code Enforcement within ten (10) days of the property becoming a Foreclosure Property within the meaning of this section and initial inspection or of receiving notice from the City of the requirements of this section, and every 12 months thereafter until the property is no longer a Foreclosure Property within the meaning of this section. A separate registration is required for each property.
4. The content of the registration shall include:
 - a. Proof of ownership, or financial interest, such as a lien or loan,
 - b. The name, address, phone number, and email address for the Owner, Lender, and Responsible Party and twenty-four hour contact phone number of the Local Agent of the respective entity; and
 - c. Documentation which demonstrates the property is foreclosed, pending foreclosure, or subject to foreclosure, trustee's sale, tax assessor's lien sale or other legal proceedings.
5. The Lender, Owner, or Responsible Party shall notify the Enforcement Officer within ten (10) days of the date of any change in the information contained in the registration.
6. Mortgagees who have existing Foreclosure Properties on the effective date of this ordinance have 30 calendar days from the effective date to register the property with City of Spokane Office of Neighborhood Services and Code Enforcement. A separate registration is required for each property.
7. All property registrations are valid for one year from the date of entry of registration as recorded by Office of Neighborhood Services and Code Enforcement. Subsequent registrations are due every twelve (12) months thereafter for renewal and must certify required registration data is current and correct.

E. Minimum Property Maintenance Requirements.

While a Foreclosure Property is registered, the Lender or Responsible Party shall be required to:

1. maintain and keep Foreclosure Property free of conditions including, but not limited to:
 - a. weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles,
 - b. accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items

including, but not limited to, furniture, clothing, or large and small appliances, and

- c. graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure,
2. secure ponds, pools and hot tubs and ensure that they do not become a public nuisance,
3. secure the Foreclosure Property to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. Preferred material for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure, or is of a material that mimics glazed windows and intact doors.
4. Post the property with no trespassing signs and current emergency contact information for the local agent.
5. take any other action necessary to prevent giving the appearance that the property is abandoned, and
6. monitor the Foreclosure Property monthly or more frequently as necessary to prevent the creation of a nuisance.

F. Monitoring of Foreclosure Property.

1. Upon registration, the City will provide regular monitoring of Foreclosure Properties including, but not limited to, periodic site visitation, which will not exceed the City's rights of access as well as notification to Lender or Responsible Party if the property begins to exhibit characteristics established in RCW 35.80.010. The City's monitoring of Foreclosure Properties does not relieve the Lender or other Responsible Party from monitoring and maintaining the property as required by this section.
2. At least monthly while a Foreclosure Property is registered, the Lender or Responsible Party shall inspect the Foreclosure Property.

G. Waiver for City to Abatement – Trespass of Unauthorized Individuals.

1. As part of the Foreclosure Property registration, the Owner, Lender, Local Agent, Responsible Party, or other person having the legal authority to do so shall waive any objection to the City to enter onto the property for purposes of abating any condition that would constitute an unfit or substandard building as established in RCW 35.80.010, nuisance condition under [SMC 10.08.010](#) Litter, [SMC 10.08A.020.H91\(f\)](#) Nuisance, [SMC 10.10](#) Graffiti, [10.16](#) Junk Vehicle, and to issue a trespass order against any unauthorized individual from the Foreclosure Property.
2. The City shall notify the Owner, Lender, Responsible Party, or Local Agent ten (10) days prior to the City taking abatement action in order to allow the Owner, Lender, Responsible Party, or Local Agent to abate the condition first unless

such abatement constitutes an emergency, in which case, the City may abate the emergency immediately.

3. The cost of the abatement of any of the illustrative conditions contained in paragraph E above shall be charged against the Foreclosure Property pursuant to [SMC 08.02.067](#) and shall be lienable pursuant to [SMC 17F.070.500](#) and other applicable sections of the municipal code pursuant to state law.

H. Local Agent.

The Lender or Responsible Party shall provide the City with the name, address, telephone number, email address and 24-hour contact information of a Local Agent who has the authority to act to respond to complaints regarding the Foreclosure Property and to remedy any nuisance, substandard or unfit conditions found on the property.

I. Annual Foreclosure Property Registration Fee.

The Lender or Responsible Party shall pay the annual non-refundable Foreclosure Property registration fee as set forth in [SMC 08.02.0675](#).

J. Policies and Procedures

The Office of Neighborhood Services and Code Enforcement shall develop procedures to implement this section which are consistent with and do not conflict with this section, the Spokane Municipal Code, or Washington law.

K. Violation

1. Any person, firm or entity who fails to a Foreclosure Property pursuant to the requirements of this section shall be subject to a class 1 civil infraction. Each day in which a Foreclosure Property which is subject to this section is not registered shall constitute a separate violation.
2. Failure to maintain a Foreclosure Property as required by this section is a criminal misdemeanor violation under [SMC 10.08.030](#) for maintaining a nuisance property in addition to applicable penalties for nuisance conditions in the municipal code or state law.
3. Failure to provide notification of changes in ownership of a Foreclosure Property under this section is a class 1 civil infraction.

L. Removal of properties from the registry

1. A property may only be removed from the Foreclosure Property registry upon the Lender's, Owner's, or Responsible Party's written certification that (1) the mortgage or lien on the property has been satisfied or legally discharged, (2) the property is no longer in mortgage default, or (3) the Foreclosure Property has been sold to a non-related party in a bona-fide, arms' length transaction.
2. A Lender's statement that it no longer desires to pursue foreclosure, has filed a dismissal of lis pendens and/or summary of final judgment and/or certificate of title or otherwise, such as deed in lieu of foreclosure shall not be the basis for removal of a Foreclosure Property from the registry under this section.
3. For purposes of this section, a transfer to another entity which is under common ownership with the Lender, as determined in the sole discretion of the

Office of Neighborhood Services and Code Enforcement, is not an arms' length transaction.

M. Transfer of Ownership

1. If the mortgage on a registered Foreclosure Property is transferred, the transferee shall be subject to the requirements of this section and shall, within five (5) days of the transfer of the mortgage, register the property as a new registration in accordance with this section. Any previously unpaid registration fees are the responsibility of the transferee and are due and payable upon the new registration.
2. If the mortgagee sells a Foreclosure Property in an arms'-length transaction to a non-related person or entity, the transferee is subject to the terms of this section and shall register the property as a new registration under this section within five (5) days of the sale. Any previously unpaid registration fees shall be the responsibility of the new owner.

Date Passed: Monday, June 6, 2016

Effective Date: Thursday, July 21, 2016

ORD C35394 Section 9



**City Of Orting
Council Agenda Summary Sheet**

| | | | | |
|---|------------------------|-------------------|----------------------|----------------|
| Subject: Interlocal Cooperation Agreement with Pierce County for Multi-Jurisdictional Specialty Teams. | | Committee | Study Session | Council |
| | Agenda Item #: | Public Safety | AB18-63 | |
| | For Agenda of: | 8.3.18 | 8.15.18 | |
| | | | | |
| | Department: | Police Department | | |
| | Date Submitted: | | | |
| Cost of Item: | _ \$ | | | |
| Amount Budgeted: | _ \$ | | | |
| Unexpended Balance: | _ \$ | | | |
| Bars #: | | | | |
| Timeline: | | | | |
| Submitted By: | Chief Chris Gard | | | |
| Fiscal Note: | | | | |

Attachments: Agreement & Resolution

SUMMARY STATEMENT: This Agreement is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW) and the Mutual Aid Peace Officers Powers Act (chapter 10.93 RCW) between the Cities of Bonney Lake, Buckley, Dupont, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Orting, Puyallup, Sumner, and the Towns of Steilacoom and Wilkeson, (the "Parties").

Through this agreement, the parties agree to provide mutual aid and support for multi-jurisdictional specialty teams. Law enforcement agencies have the responsibility of protecting lives and property, and keeping the peace. Extra-jurisdictional sharing of resources and capabilities is the most efficient and effective use of law enforcement resources to protect life and property. A major law enforcement operation may affect more than one law enforcement agency which necessitates joint cooperation in order that persons and property may be protected and the peace maintained. The Parties to this agreement were also parties to a previously executed Interlocal Cooperation Agreement For Multi-Jurisdictional Task Forces In Pierce County commencing in 2005 and it is intended that this agreement will supersede and replace the prior agreement.

RECOMMENDED ACTION: MOVE FORWARD TO THE CONSENT AGENDA OF AUGUST 29TH.

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2018-08**

**A RESOLUTION OF THE CITY OF ORTING, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL
COOPERATION AGREEMENT WITH PIERCE COUNTY FIRE
MULTIJURISDICTIONAL SPECIALTY TEAMS IN PIERCE
COUNTY.**

WHEREAS, law enforcement agencies have the responsibility of protecting lives and property, and keeping the peace; and

WHEREAS, extra-jurisdictional sharing of resources and capabilities is the most efficient and effective use of law enforcement resources to protect life and property; and

WHEREAS, a major law enforcement operation may affect more than one law enforcement agency which necessitates joint cooperation in order that persons and property may be protected and the peace maintained; and

WHEREAS, the Parties to this agreement were also parties to a previously executed Interlocal Cooperation Agreement For Multi-Jurisdictional Task Forces In Pierce County commencing in 2005 and it is intended that this agreement will supersede and replace said prior agreement; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the purposes of effectuating mutual aid and the formation of multi-jurisdictional specialty teams;

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

Section 1. Authorization: The Mayor is hereby authorized to execute the Interlocal Agreement attached hereto as Exhibit A.

Section 2. Effective Date. This resolution shall be effective immediately upon signing.

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 Archer, City Attorney

EXHIBIT A

Interlocal Cooperation Agreement for Multi-Jurisdictional Specialty Teams in Pierce County.

INTERLOCAL COOPERATION AGREEMENT FOR MULTI-JURISDICTIONAL SPECIALTY TEAMS IN PIERCE COUNTY

THIS AGREEMENT is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW) and the Mutual Aid Peace Officers Powers Act (chapter 10.93 RCW) between the Cities of Bonney Lake, Buckley, Dupont, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Orting, Puyallup, Sumner, and the Towns of Steilacoom and Wilkeson, (the "Parties"). Through this agreement, said parties agree to provide mutual aid and support for multi-jurisdictional specialty teams as provided herein.

WHEREAS, law enforcement agencies have the responsibility of protecting lives and property, and keeping the peace; and

WHEREAS, extra-jurisdictional sharing of resources and capabilities is the most efficient and effective use of law enforcement resources to protect life and property; and

WHEREAS, a major law enforcement operation may affect more than one law enforcement agency which necessitates joint cooperation in order that persons and property may be protected and the peace maintained; and

WHEREAS, the Parties to this agreement were also parties to a previously executed Interlocal Cooperation Agreement For Multi-Jurisdictional Task Forces In Pierce County commencing in 2005 and it is intended that this agreement will supersede and replace said prior agreement; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the purposes of effectuating mutual aid and the formation of multi-jurisdictional specialty teams;

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

The following terms shall have the following meanings, unless the context indicates otherwise:

(a) **Assisting Agency**

Any or all other police agencies contacted for mutual aid by the primarily responsible agency.

(b) **Crime Response Unit**

Specialty team comprised of individual officers of the Signatory Agencies

organized to provide quality investigative assistance for major incidents.

(c) **Major Law Enforcement Operation**

The existence of an actual or suspected emergency situation which requires extraordinary and/or specialty expertise, or a major crime incident which demands specialty expertise, or where additional resources are needed for effective resolution.

(d) **Major Law Enforcement Operation Services**

Services provided by a Signatory Agency or Specialty Team to a Primarily Responsible Agency.

(e) **Primarily Responsible Agency**

The law enforcement agency within whose local geographical jurisdiction a Major Law Enforcement Operation first occurs.

(f) **Metro SWAT Team**

Specialty team comprised of individual officers of the Signatory Agencies organized to respond to situations which require additional or extraordinary tactical equipment or expertise.

(g) **Signatory Agency**

Cities and Towns that are a signing party to this Interlocal Agreement.

(h) **Civil Disturbance Team**

Specialty team comprised of individual officers of the Signatory Agencies organized to respond to incidents involving riots or civil unrest within the Signatory Agencies jurisdiction.

(i) **Metro Collision Response Team**

Specialty team comprised of individual officers of the Signatory Agencies organized to respond to and investigate serious injury, fatality, or officer involved collisions occurring within or involving a Signatory Agency.

(j) **Participating Cities**

A Signatory Agency that has employee(s) assigned to or working on behalf of either the Crime Response Unit, Metro SWAT Team, Civil Disturbance Team and or the Metro Collision Response Team.

2. **PRIOR AGREEMENTS.** The parties to this agreement were also parties to a previously executed Interlocal Cooperation Agreement For Multi-Jurisdictional Task Forces In Pierce County commencing in 2005. It is intended that this agreement will supersede and replace said prior agreement in its entirety.

3. **MULTI-JURISDICTIONAL SPECIALTY TEAMS.**

To provide improved law enforcement services and further the cooperation contemplated by this agreement, Multi-Jurisdictional Specialty Teams shall be created and maintained in accordance with this agreement. Current specialty teams consist of: Crime Response Unit; Metro SWAT; Civil Disturbance Team; and Metro Collision Response Team. Other multi-jurisdictional teams may be created to meet the future needs of the Signatory Agencies.

4. **OVERSIGHT AND GOVERNANCE OF SPECIALTY TEAMS.**

The management and affairs of the multi-jurisdictional special teams operating under this agreement shall be governed by an oversight committee composed of the police chief, or his/her designee, from each of the participating cities. Each member of the oversight committee shall have an equal vote and voice regarding committee decisions. All decisions shall be made by majority vote of committee members or their designees appearing at the meeting in which the decision is made.

The oversight committee may, at its discretion, adopt policies, regulations, and operational procedures applicable to the specialty teams operations and structure consistent with best practices. In addition, the oversight committee may adopt standards for individual officer's qualifications and training requirements for selection and participation on any specialty team.

5. **TRAINING, EQUIPMENT, & COSTS**

The intent of this agreement is for each agency to share resources to promote the most effective and efficient delivery of law enforcement services for Signatory Agencies. No actual budgetary responsibility shall be attached to inclusion to this agreement. The parties do not intend to jointly own any real or personal property as part of this undertaking. Participating cities shall operate and participate through their local budgetary process. All liability for salaries, wages, or other compensation and/or benefits for officers or employees performing under this agreement shall be that of the employing participating city.

Costs associated with specialized training of members participating on specialty teams may be allocated among participating cities in the ratio of the number of individual officers participating from each agency unless it is determined by the oversight committee to be more equitably allocated on a different basis.

Equipment purchased by a signatory agency and loaned for the specific benefit and use by a specialty team shall retain ownership and has the right to determine duration and use.

Specific funding agreements may be structured between participating cities and/or signatory agencies for the purchase of specialty equipment. In addition, participating cities or signatory agencies may pursue grants for the procurement of equipment that the oversight committee deems helpful or necessary to support specialty teams or in furtherance of this agreement.

6. **REQUESTS FOR ASSISTANCE.** In the event of a Major Law Enforcement Operation, the first law enforcement resources to be used shall be those of the primarily responsible agency. In the event that such resources are inadequate for the primarily responsible agency to safely control the situation, or there is a need for a specialized team, a request for mutual aid under this agreement will be made by the Chief or designee of the primarily responsible agency directly to any Signatory Agency or designated specialty team leader. Such requests for assistance shall, if possible, specify the number of police officers and types of equipment required, and shall further specify where and to whom such officers are to report and where and to whom the equipment should be delivered.

7. **OPERATIONAL COMMAND.** In the event of mobilization under this agreement, the Primarily Responsible Agency shall take charge of the operation, unless the Primarily Responsible Agency specifically requests that a different law enforcement agency or unit fulfill this responsibility, or unless the scope of the problem is multi-jurisdictional, in which case the provisions of the Statewide Mutual Aid plan become operative. Taking charge of an operation shall include directing the assignment of all personnel and equipment. The assignment of duties to officers of assisting agencies shall be made by the supervising officer of the Primarily Responsible Agency unless that responsibility is delegated to a different law enforcement agency or specialty team leader/commander.

8. **AUTHORIZED STAFF.** The parties to this agreement shall provide the names and phone numbers of staff who have the authority to commit manpower and/or equipment to any Major Law Enforcement Operation.

9. **PRESS RELEASES.** Signatory agencies to this agreement will coordinate any press releases relating to mutual aid activities only through the Primary Responsible Agency in an effort to fully and fairly acknowledge the contributions of participating agencies and with due regard for the integrity of the operations and the safety of officers.

10. **ARREST POLICIES.** Arrest policies will be determined by mutual agreement of the Primarily Responsible Agency and assisting agencies or specialty teams providing Major Law Enforcement Operation Services consistent

with State and Federal Guidelines.

11. **PRISONER TRANSPORTATION.** Transportation of prisoners will be coordinated by the supervising officer in charge of the incident.

12. **SUPPLY REPLACEMENT.** The Primarily Responsible Agency will be responsible for supplying and/or replacing supplies needed and/or used by officers from an Assisting Agency. These supplies shall include food, tear or CS gas, or any other supplies that are reasonably needed to sustain the officers in providing assistance with respect to the Major Law Enforcement Operation. Each agency shall be responsible for any repairs and/or damages done to their own vehicles or equipment as a result of participation in a Major Law Enforcement Operation.

13. **LIABILITY FOR INDEMNIFICATION AND DEFENSE FROM THIRD PARTY CLAIMS – NON-PARTICIPATING CITIES.** The Signatory Agencies that are not a Participating City agree that financial liability for the alleged negligent or tortious actions of any police officer or employee working for or on behalf of any Specialty Team operated under this agreement and for those Participating Cities supplying personnel to those Specialty Teams or responding to a request for Major Law Enforcement Operation Services shall belong to the Signatory Agency (City) whose Police Chief or designee has requested the use and deployment of any Specialty Team to assist his/her agency in a Major Law Enforcement Operation. This general agreement on liability sharing is subject to the following terms and conditions set for the below in Section 13.1.

13.1 **HOLD HARMLESS.** Each Signatory Agency receiving assistance of a specialty team(s) agrees to hold harmless and indemnify and defend the other Participating Cities and their officers, officials, and employees from any loss, claim or liability arising from or out of the negligent or tortious actions or inactions of any Specialty Team members, supervisors, and the municipal corporations that employ them.

14. **LIABILITY FOR SPECIALTY TEAMS – PARTICIPATING CITIES.** Each Participating City shall be responsible for the wrongful or negligent actions of its own employees while assigned to any Specialty Teams as their respective liability shall appear under the laws of the State of Washington and/or Federal Laws. The language under this section is not intended to diminish or expand such liability.

14.1 **HOLD HARMLESS.** Each Participating City promises to hold harmless and release all other Participating Cities from loss, claim, or liability arising from or out of the negligent actions or inactions of its employees, officers, and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington.

14.2 Nothing herein shall require or be interpreted to: Waive any defense arising out of RCW Title 51.

14.2.1 Limit or restrict the ability of any Signatory Agency or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims of third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

14.2.2 Cover or apportion or require proportionate payment of any judgment against any individual or Signatory Agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages, fines or sanctions against any individual or municipal corporation. Payment of punitive damage awards shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require equal sharing of any punitive damage awards, fines or sanctions.

15. **NOTICE OF CLAIMS AND LAWSUITS AND SETTLEMENTS.** In the event that a claim or lawsuit is brought against a Signatory Agency or its employee for actions arising out of their conduct in support of mutual aid or specialty team operations, it shall be the duty of each Signatory Agency to notify the other Signatory Agencies that said claims or lawsuit has been initiated.

16. **COOPERATION IN DEFENSE OF LAWSUITS.** The Signatory Agencies and their respective defense counsel shall, to the extent reasonably legally possible and consistent with the best interests of their respective clients, cooperate in the defense of any lawsuit arising out of any specialty team operations and shall agree, wherever possible, to share non-attorney fee-related costs such as records gathering, preparation of trial exhibits, and the retention and payment of expert witnesses.

17. **INSURANCE COVERAGE.** The Signatory Agencies shall, to the best of their ability, coordinate their liability insurance coverage and/or self-insured coverage to the extent possible to fully implement and follow the agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this agreement effective as between the Signatory Agencies signing this agreement and the failure of any insurance carrier or self insured pooling organization to agree or follow the terms of this provision on liability shall not relieve any Signatory Agency from its obligations under this agreement.

17.1 The parties will endeavor to each maintain in force during the continuation of this agreement, insurance or self-insurance through pooling organizations with minimum liability coverage limits of \$10,000,000 combined single limit. This insurance should provide coverage for police activities and any insurable liability caused thereby.

18. **INJURY BENEFITS.** Whenever any commissioned officer of a Signatory Agency is injured while acting pursuant to this agreement, even though such injury may have occurred while the officer was under the direction of a Signatory Agency which was not the employer of the injured officer at the time of such injury, such officer and/or his/her dependents shall receive from that officer's employer, the same benefits which such officer would have received had said officer been acting under the immediate direction of said officer's employer and within said employer's jurisdiction.

19. **AUTOMATIC COMMISSION.** Full time commissioned officers who are responding to any request for assistance under this agreement shall be automatically commissioned by virtue of this agreement, pursuant to RCW 10.93.070 (1), through the commissioning authority of the Primarily Responsible Agency, and therefore shall be empowered to exercise the same police authority during the entirety of their response to the Major Law Enforcement Operation as though they were full-time commissioned officers of the Primarily Responsible Agency. This provision shall apply whether the request for assistance is based upon a formal request between department heads, a request through commanders or supervisors, or when the officers of one jurisdiction cross jurisdictional boundaries to aid or assist the officers of another Signatory Agency.

20. **RESERVE OFFICER COMMISSION.** Reserve officers or part-time officers, shall be exempt from the automatic commissioning authorized in paragraph 15, unless such reserve officers shall work under the immediate supervision of a full time officer. Reserve or part-time officers may be extended automatic commissioning at the direction of the department head who requests the assistance, PROVIDED HOWEVER that such determination should be worked out in advance among the heads of the Signatory Agencies.

21. **TERM OF AGREEMENT/WITHDRAWAL FROM AGREEMENT.** The term of this agreement shall be of indefinite duration. Any Signatory Agency may withdraw from this agreement when a period of thirty (30) days has elapsed after notification is made by letter to the other Signatory Agencies' normal business address. Withdrawal or non-execution of this agreement by any one agency shall not affect the continued efficacy of the agreement with regard to other Signatory Agencies.

22. **CONTRACT ADMINISTRATION.** The parties do not by this agreement intend to create any separate legal or administrative entity. The

Signatory Agencies will cooperatively work together to further the intent and purpose of this agreement. The chiefs of police from the Signatory Agencies shall be responsible for administering the terms of this agreement.

23. **MODIFICATION AND SEVERABILITY.** The parties may amend, modify, or supplement this Agreement only by written agreement of all the parties. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudged.

24. **EXTENT OF AGREEMENT.** This agreement contains the complete understanding of the parties regarding the subject matter of this agreement.

25. **AUTHORIZATION.** By resolution or ordinance or otherwise pursuant to law, the governing bodies of the Signatory Agencies listed below have authorized their respective designated officials to execute this agreement on their behalf. This agreement may be executed by counterparts and if so, shall be deemed valid as if each designated official had signed the original.

CITY OF BONNEY LAKE

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF DUPONT

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF BUCKLEY

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF FIFE

By: _____
Mayor date

City Manager date

Chief of Police date

CITY OF FIRCREST

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF LAKEWOOD

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF PUYALLUP

By: _____
Mayor date

City Manager date

Chief of Police date

TOWN OF STEILACOOM

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF GIG HARBOR

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF ORTING

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF MILTON

By: _____
Mayor date

City Administrator date

Chief of Police date

CITY OF SUMNER

By: _____
Mayor date

Administrator date

Chief of Police date

TOWN OF WILKESON

By: _____
Mayor date

Administrator date

Chief of Police date



**City Of Orting
Council Agenda Summary Sheet**

| | | | | |
|---|---|----------------------|----------------------|----------------|
| Subject: Calistoga Park Play Equipment- Phase I | | Committee | Study Session | Council |
| | Agenda Item #: | N/A | AB18-64 | |
| | For Agenda of: | 08.02.18 | 08.15.18 | |
| | Department: | Parks /CGA Committee | | |
| | Date Submitted: | 8.9.18 | | |
| Cost of Item: | \$101,769.14 | | | |
| Amount Budgeted: | \$150,000.00 | | | |
| Unexpended Balance: | \$ 48,230.86 for the rest of Phase 1 | | | |
| Bars #: | 105-594-76-63-07 | | | |
| Timeline: | Review Bid 8/15/2018 Council Approve Bid 8/29/2018 Order Playground Equipment 8/30/2018 Community Volunteer Search 8/30-10/5/2018 Prep Area 10/8-10/20/2018 Volunteer Bid 10/20/2018 Ground Cover Install week of 10/22/2018 | | | |
| Submitted By: | Beckie Meek | | | |
| Fiscal Note: | | | | |
| Attachments: | Calistoga Park Play Equipment Bids (Phase 1) | | | |
| SUMMARY STATEMENT: | | | | |
| <p>The Parks Advisory Board worked with Parametrix to put together a Parks Plan for Calistoga (scope and budget approved by Council.) Option #3 of the proposed plan was approved by the City Council on July 11th, 2018.</p> <p>The City went out to bid on July 12th, 2018 for play equipment for Calistoga Park, Option 3 Phase 1. Bids were opened on July 30th, 2018. The Parks Board made a recommendation on August 2nd to approve Buell Recreation as the winner of the Lowest Bid.</p> <p>The Community and Government Affairs Committee reviewed the Parks Board recommendation and is forwarding their approval of that recommendation to the full Council. The Recommendation is to approve the purchase of the playground equipment from Buell Recreation. The remaining balance of the \$150,000.00 that was budgeted for Calistoga Park is for the other items that will be purchased for Phase 1.</p> | | | | |
| RECOMMENDED ACTION: Move forward to the consent agenda of August 29th, 2018 | | | | |

Calistoga Park Play Equipment Bids (Phase 1)

| Company | Total Bid w/Tax |
|------------------------|--------------------|
| Play & Park Structures | \$ 74,731.00 |

Notes: (Incomplete Paperwork) - Non Responsive Per City Attorney

| | |
|------------------|---------------|
| Buell Recreation | \$ 101,769.14 |
|------------------|---------------|

| | |
|-----------|---------------|
| Sitelines | \$ 112,576.96 |
|-----------|---------------|

| | |
|----------------|---------------|
| NW Playgrounds | \$ 113,049.21 |
|----------------|---------------|

| | |
|------------------------|---------------|
| Landscape Structures 1 | \$ 121,551.43 |
|------------------------|---------------|

| | |
|------------------------|---------------|
| Landscape Structures 2 | \$ 122,682.69 |
|------------------------|---------------|

Calistoga Park Phase 1 Play Equipment Timeline

| | |
|-------------------------------------|---------------------------------------|
| RFB in Emailed to Vendors & Website | 7/12/2018 |
| RFB Publish in Tacoma News Tribune | 7/16/2018 & 7/23/2018 |
| Bids Due | 7/30/2018 3pm @ City Hall |
| Bid Opening | 7/30/2018 3pm @ MPC Conference Room |
| Compile Bids | 7/30/2018-7/31/2018 |
| Parks/CGA Meeting Review/Recommend | 8/2/2018 6:30pm @ MPC Conference Room |
| Council Study Session Review | 8/15/2018 6pm @ MPC |
| Council Meeting Approval | 8/29/2018 7pm @ MPC |
| Order Play Equipment | 8/30/2018 |
| Reach Out for Volunteers | 8/30/2018-10/5/2018 |
| Delivery of Play Equipment | 10/8/2018-10/12/2018 |
| Site Prep | 10/8/2018-10/19/2018 @ Calistoga Park |
| Volunteer Build | 10/20/2018 All Day |

City of Orting Calistoga Park

Proposal # 907-110432-3
July 19, 2018

Presented by
Buell Recreation



Burke®

Burke
PLAY THAT MOVES YOU.

BCIBURKE.COM | 800.266.1250



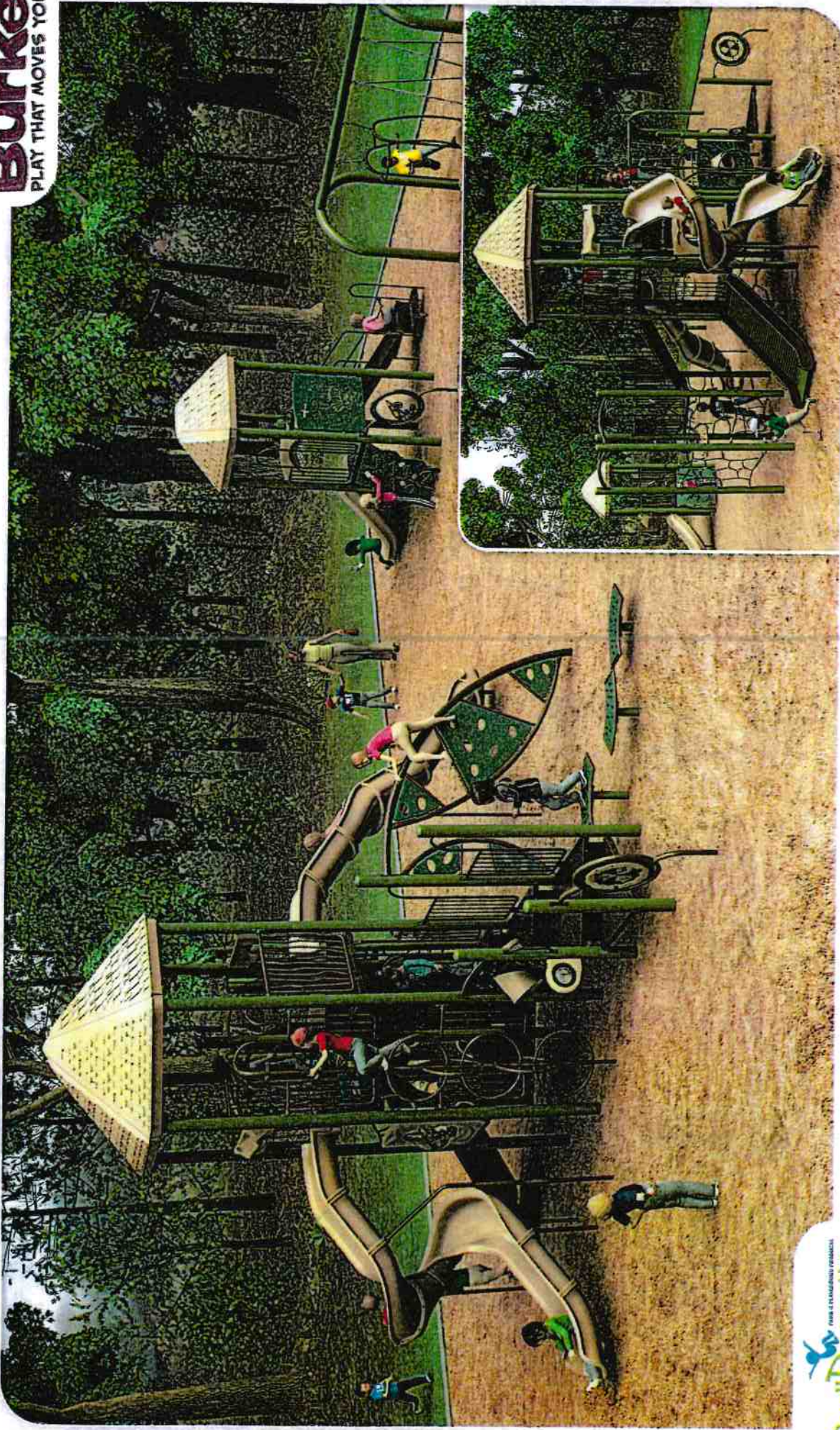
PROPOSAL: 907-110432-3

CALISTOGA PARK

BuellRecreation
THE ART OF PLAYGROUND FABRICATES

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PLAY THAT MOVES YOU



CALISTOGA PARK

PROPOSAL: 907-110432-3





July 19, 2018

Beckie Meek
City of Orting
110 Train Street, PO Box 489
Orting, WA 98360

Dear Beckie Meek:

Buell Recreation is delighted to provide City of Orting with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Buell Recreation is confident that this proposal will satisfy City of Orting's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to continue developing a long-standing relationship with City of Orting. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Rachel Gora
Buell Recreation
7327 SW Barnes Rd. #601
Portland, OR 97225

Design Summary

Buell Recreation is very pleased to present this Proposal for consideration for the Calistoga Park located in Orting. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Orting. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Calistoga Park
- Project Number: 907-110432-3
- User Capacity: 144
- Age Groups: Ages 2-5 years, 5-12 years
- Dimensions: 83' 0" x 85' 2"
- Designer Name: Cara Osborne

Buell Recreation has developed a custom playground configuration based on the requirements as they have been presented for the Calistoga Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 907-110432-3 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Calistoga Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.



SERIES: Basics, Intensity, Nucleus
 SITE PLAN
 DRAWN BY: Cara Osborne

Calistoga Park
 802 Calistoga Street SW
 Orting, WA 98360

July 19, 2018
 Buell Recreation
 907-110432-3

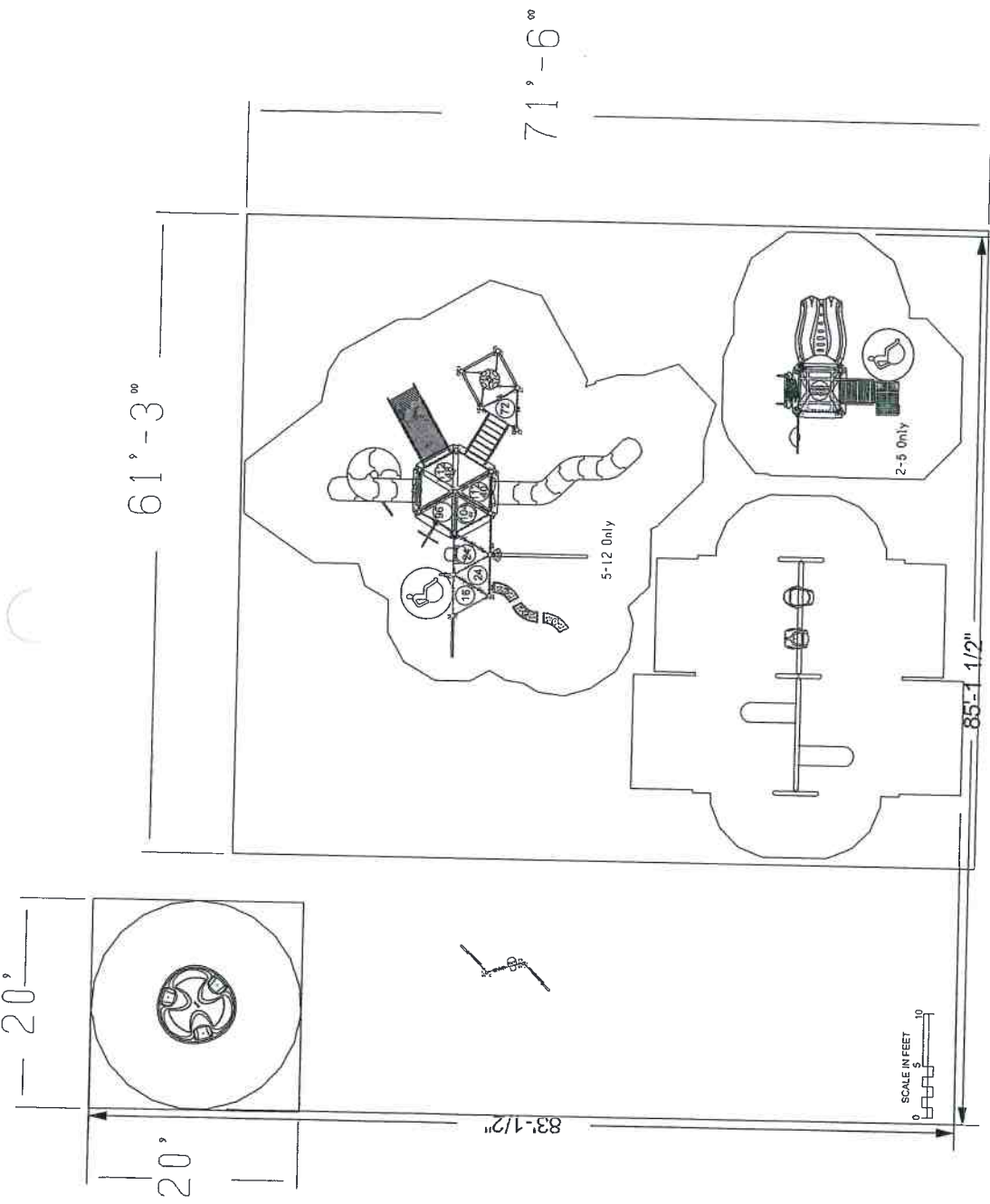
FORMATION
 M... IUM FALL ZONE
 SURFACED WITH
 RESILIENT MATERIAL
 AREA
 2718 SQ.FT.
 PERIMETER
 423 FT.
 STRUCTURE SIZE
 83' 0" x 85' 2"
 STRUCTURE IS DESIGNED
 FOR CHILDREN AGES:
 6-23 MONTH OLDS
 2-5 YEAR OLDS
 5-12 YEAR OLDS
 13 + YEAR OLDS



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines. The use of components that require the separation of age groups in playground layouts.



NOTE, ALTHOUGH ALL ATTEMPTS HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE PLAN, IT MAY NOT TRULY REPRESENT THE AREA WHERE THIS STRUCTURE IS TO BE PLACED.

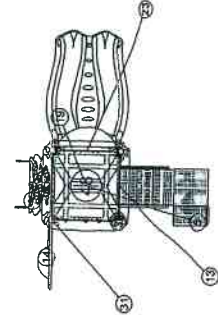
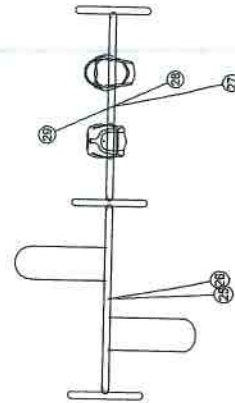
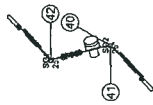
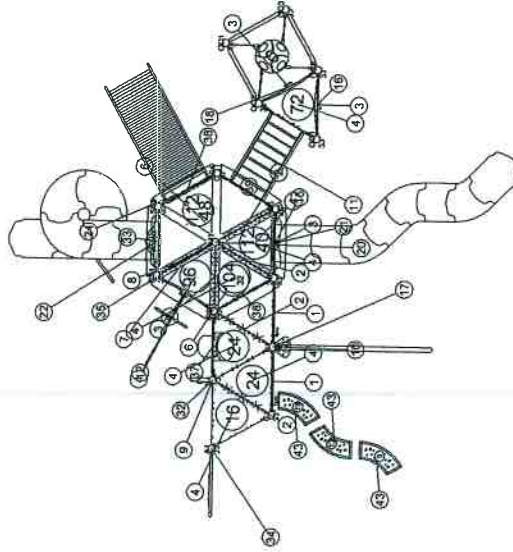
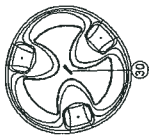
ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

| | |
|---|--------------|
| NUMBER OF PLAY EVENTS: | 29 |
| NUMBER OF ELEVATED PLAY EVENTS: | 15 |
| NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP: | PROVIDED: 0 |
| NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM: | PROVIDED: 9 |
| NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM: | PROVIDED: 14 |
| NUMBER OF GROUND LEVEL PLAY EVENTS: | 14 |
| NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS: | PROVIDED: 6 |
| RECD: 0 | RECD: 0 |
| RECD: 8 | RECD: 5 |
| RECD: 5 | RECD: 3 |

WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.
 FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.
 PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

| ITEM | COMP. | DESCRIPTION |
|------|----------|-----------------------------|
| 1 | 270-0001 | OFFSET ENCLOSURE |
| 2 | 270-0050 | 8" CLOSURE PLATE |
| 3 | 270-0112 | UNITARY ENCLOSURE |
| 4 | 270-0129 | TRIANGLE PLATFORM |
| 5 | 270-0130 | SQUARE PLATFORM |
| 6 | 270-0132 | HALF HEXAGON PLATFORM |
| 7 | 270-0185 | PLATFORM LADDER 16" |
| 8 | 270-0230 | 16" CLOSURE PLATE |
| 9 | 370-0016 | GRAB BAR ASSEMBLY |
| 10 | 370-0027 | LAUNCH PAD |
| 11 | 370-0469 | 40" TRANSITION STAIR W/BAL |
| 12 | 370-0657 | LINKING RING CLIMBER 80"-9 |
| 13 | 370-0720 | TRANSFER STATION HANDS |
| 14 | 370-0805 | JUNGLE VINE CLIMBER 40" |
| 15 | 370-0861 | TREE BRANCH CLIMBER 40" |
| 16 | 370-0865 | TREE BRANCH CLIMBER 72" |
| 17 | 370-1612 | APEX ELLIPSE CLIMBER |
| 18 | 370-1617 | TAKTIKS TANGLE CLIMBER |
| 19 | 470-0517 | SHAKER SQUARE ROOF |
| 20 | 470-0518 | SHAKER HEX ROOF |
| 21 | 470-0558 | VIPER S 112 |
| 22 | 470-0561 | VIPER SPIRAL 112 |
| 23 | 470-0755 | LUGE SLIDE 48"-56" |
| 24 | 470-0756 | ROLLER SLIDE 48"-56" |
| 25 | 550-0135 | BELT SEAT 8' PAIR, STD CHAI |
| 26 | 550-0136 | 5" OD ARCH SWING |
| 27 | 550-0136 | 5" OD ARCH SWING ADD-ON |
| 28 | 550-0171 | FREEDOM SWING SEAT, 8' BE |
| 29 | 550-0191 | KONNECTION SWING |
| 30 | 590-2578 | VOLTA INCLUSIVE SPINNER |
| 31 | 570-0688 | PADDLE BALL RING PANEL |
| 32 | 570-0719 | BUBBLE MIRROR ACTIVITY PA |
| 33 | 570-0794 | PADDLE BALL PANEL |
| 34 | 570-0814 | PROPELLER RING PANEL |
| 35 | 570-0864 | GEAR PANEL BELOW PLATFO |
| 36 | 570-1683 | PARATROOP PANEL ABOVE P |
| 37 | 570-1853 | SINGLE LARGE DRUM PANEL |
| 38 | 570-2026 | NATURE PLAY PIPE WALL |
| 39 | 570-2842 | CRAZY MAZE PANEL |
| 40 | 580-0289 | RAIN WHEEL DRUM ELEMENT |
| 41 | 580-0324 | TOUCH & PLAY PIANO ELEMEN |
| 42 | 580-0325 | TOUCH & PLAY DRUM ELEMEN |
| 43 | 580-1312 | NOVO ARC BENCH |



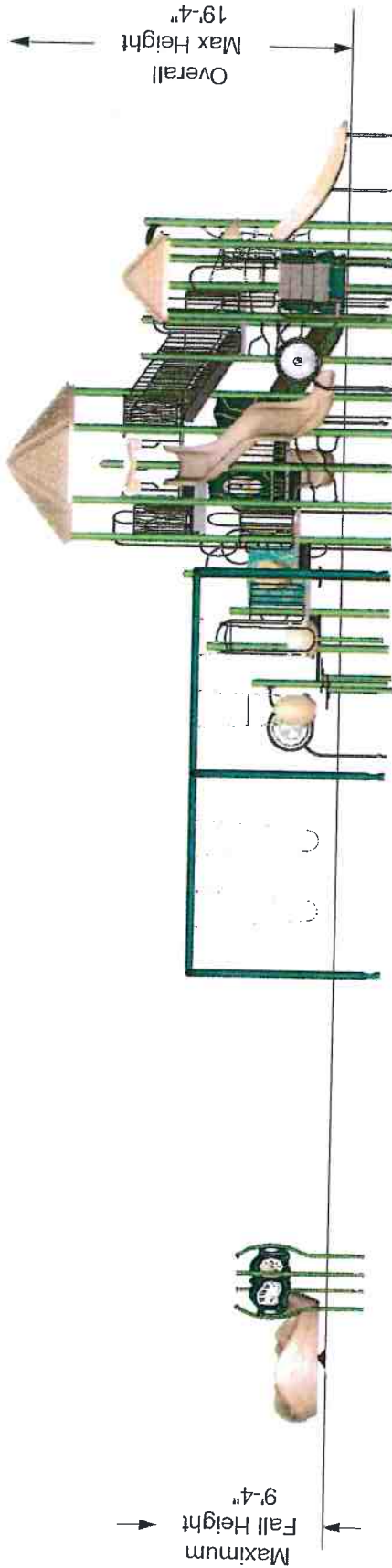
Burke

SERIES: Basics, Intensity, Nucleus
 COMPONENT PLAN
 DRAWN BY: Cara Osborne

Calistoga Park
 802 Calistoga Street SW
 Orting, WA 98360

July 19, 2018

Buell Recreation
 907-110432-3



The protective surfacing for this design must accommodate the critical fall height.

Burke

SERIES: Basics, Intensity, Nucleus

ELEVATION PLAN

DRAWN BY: Cara Osborne

Calistoga Park
 802 Calistoga Street SW
 Orting, WA 98360

July 19, 2018
 Buell Recreation
 907-110432-3



Burke

SERIES: Basics, Intensity, Nucleus

ISOMETRIC PLAN

DRAWN BY: Cara Osborne

Calistoga Park
802 Calistoga Street SW
Orting, WA 98360

July 19, 2018

Buell Recreation
907-110432-3



Proposal # 907-110432-3

July 19, 2018
2018 Pricing

Proposal Prepared for:

Beckie Meek
City of Orting
110 Train Street, PO Box 489
Orting, WA 98360
Phone:

Project Location:

Calistoga Park
802 Calistoga Street SW
Orting, WA 98360

Proposal Prepared by:

Buell Recreation
7327 SW Barnes Rd. #601
Portland, OR 97225
Phone: 503-922-1650
Fax: 866-597-0033
doug@buellrecreation.com

Rachel Gora

Phone: 503-922-1650

Fax: 866-597-0033

Rachel@buellrecreation.com

| Component No. | Description | Qty. | User Cap. | Ext. User Cap. | Weight | Ext. Weight |
|---------------------|----------------------------------|------|-----------|----------------|--------|-------------|
| Burke Basics | | | | | | |
| 550-0112 | BELT SEAT, 8' PAIR, STD CHAIN | 1 | 2 | 2 | 20 | 20 |
| 550-0135 | 5" OD ARCH SWING | 1 | 0 | 0 | 366 | 366 |
| 550-0136 | 5" OD ARCH SWING ADD-ON | 1 | 0 | 0 | 223 | 223 |
| 550-0171 | FREEDOM SWING SEAT, 8' BEAM, ... | 1 | 1 | 1 | 38 | 38 |
| 550-0191 | KONNECTION SWING | 1 | 2 | 2 | 64 | 64 |
| 560-2579 | VOLTA INCLUSIVE SPINNER | 1 | 9 | 9 | 475 | 475 |
| 580-0299 | RAIN WHEEL DRUM ELEMENT | 1 | 4 | 4 | 33 | 33 |
| 580-0324 | TOUCH & PLAY PIANO ELEMENT | 1 | 2 | 2 | 59 | 59 |
| 580-0325 | TOUCH & PLAY DRUM ELEMENT | 1 | 2 | 2 | 56 | 56 |
| 580-1312 | NOVO ARC BENCH | 3 | 2 | 6 | 43 | 129 |
| 660-0145 | POST ASSEMBLY 2 3/8" OD X 85 ... | 2 | 0 | 0 | 19 | 38 |
| Intensity | | | | | | |
| 370-0016 | GRAB BAR ASSEMBLY | 1 | 0 | 0 | 6 | 6 |
| 370-0027 | LAUNCH PAD | 1 | 1 | 1 | 9 | 9 |
| 370-1612 | APEX ELLIPSE CLIMBER | 1 | 8 | 8 | 184 | 184 |
| 570-0688 | PADDLE BALL RING PANEL | 1 | 2 | 2 | 54 | 54 |
| 570-0814 | PROPELLER RING PANEL | 1 | 2 | 2 | 66 | 66 |
| Nucleus | | | | | | |
| 270-0001 | OFFSET ENCLOSURE | 2 | 0 | 0 | 30 | 60 |
| 270-0050 | 8" CLOSURE PLATE | 6 | 0 | 0 | 10 | 60 |
| 270-0112 | UNITARY ENCLOSURE | 5 | 0 | 0 | 34 | 170 |
| 270-0129 | TRIANGLE PLATFORM | 8 | 2 | 16 | 48 | 384 |
| 270-0130 | SQUARE PLATFORM | 1 | 6 | 6 | 106 | 106 |
| 270-0132 | HALF HEXAGON PLATFORM | 3 | 6 | 18 | 144 | 432 |
| 270-0185 | PLATFORM LADDER 16" | 1 | 1 | 1 | 10 | 10 |
| 270-0230 | 16" CLOSURE PLATE | 1 | 0 | 0 | 17 | 17 |
| 370-0469 | 40" TRANSITION STAIR W/BARRIE... | 1 | 4 | 4 | 279 | 279 |
| 370-0557 | LINKING RING CLIMBER 80"-96" | 1 | 4 | 4 | 100 | 100 |
| 370-0720 | TRANSFER STATION, HANDRAIL 48" | 1 | 6 | 6 | 236 | 236 |
| 370-0805 | JUNGLE VINE CLIMBER 48" | 1 | 2 | 2 | 85 | 85 |
| 370-0861 | TREE BRANCH CLIMBER 40" | 1 | 2 | 2 | 17 | 17 |
| 370-0865 | TREE BRANCH CLIMBER 72" | 1 | 4 | 4 | 33 | 33 |
| 370-1617 | TAKTIKS TANGLE CLIMBER | 1 | 6 | 6 | 107 | 107 |
| 470-0517 | SHAKER SQUARE ROOF | 1 | 0 | 0 | 136 | 136 |
| 470-0518 | SHAKER HEX ROOF | 1 | 0 | 0 | 231 | 231 |



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| | | | | | | |
|----------|----------------------------------|---|---|---|-----|-----|
| 470-0558 | VIPER S 112 | 1 | 4 | 4 | 274 | 274 |
| 470-0561 | VIPER SPIRAL 112 | 1 | 4 | 4 | 334 | 334 |
| 470-0755 | LUGE SLIDE, 48"-56" | 1 | 4 | 4 | 198 | 198 |
| 470-0756 | ROLLER SLIDE 48"-56" | 1 | 8 | 8 | 721 | 721 |
| 570-0719 | BUBBLE MIRROR ACTIVITY PANEL | 1 | 2 | 2 | 7 | 7 |
| 570-0794 | PADDLE BALL PANEL | 1 | 1 | 1 | 47 | 47 |
| 570-0864 | GEAR PANEL, BELOW PLATFORM | 1 | 4 | 4 | 53 | 53 |
| 570-1683 | PARATROOP PANEL, ABOVE PLATFO... | 1 | 3 | 3 | 54 | 54 |
| 570-1853 | SINGLE LARGE DRUM PANEL, ABOV... | 1 | 2 | 2 | 49 | 49 |
| 570-2626 | NATURE PLAY PIPE WALL | 2 | 0 | 0 | 39 | 78 |
| 570-2642 | CRAZY MAZE PANEL | 1 | 2 | 2 | 44 | 44 |
| 600-0104 | NPPS SUPERVISION SAFETY KIT | 1 | 0 | 0 | 3 | 3 |
| 670-0001 | POST ASSEMBLY 5" OD X 91" | 1 | 0 | 0 | 49 | 49 |
| 670-0002 | POST ASSEMBLY 5" OD X 107" | 1 | 0 | 0 | 58 | 58 |
| 670-0099 | INSTALLATION KIT, INTENSITY | 1 | 0 | 0 | 2 | 2 |
| 670-0103 | MAINTENANCE KIT, INTENSITY | 1 | 0 | 0 | 0 | 0 |
| 670-0132 | ROOF POST 5" OD X 158" | 4 | 0 | 0 | 83 | 332 |
| 670-0148 | ROOF POST 5" OD X 220" | 6 | 0 | 0 | 115 | 690 |
| 670-0149 | POST ASSEMBLY 5" OD X 197" | 1 | 0 | 0 | 104 | 104 |
| 670-0165 | POST ASSEMBLY 5" OD X 123" | 1 | 0 | 0 | 66 | 66 |
| 670-0166 | POST ASSEMBLY 5" OD X 139" | 1 | 0 | 0 | 74 | 74 |
| 670-0169 | POST ASSEMBLY 5" OD X 171" | 5 | 0 | 0 | 91 | 455 |

Total User Capacity: 144
Total Weight: 7,975 lbs.



Proposal # 907-110432-3

July 19, 2018
2018 Pricing

Selected Color List

| <u>Color Group</u> | <u>Color</u> |
|-------------------------------|---------------------|
| <i>Phase 1</i> | |
| Accessory | Brown |
| Rotomolded | Tan |
| Post | Olive |
| Kore Konnect | Olive |
| 2 Color Extruded/Flat (outer) | Green |
| 2 Color Extruded/Flat (inner) | Tan |
| Platform | Brown |
| 1 Color Extruded/Flat | Green |
| Drums | Tan |
| | |
| <i>Phase 2</i> | |
| Accessory | Brown |
| 1 Color Extruded/Flat | Green |
| 2 Color Extruded/Flat (outer) | Green |
| 2 Color Extruded/Flat (inner) | Tan |
| Kore Konnect | Olive |
| Platform | Brown |
| Rotomolded | Tan |
| Rotomolded Roofs | Tan |
| Post | Olive |
| | |
| <i>Phase 3</i> | |
| Accessory | Brown |
| Rotomolded | Tan |
| Contemporary Swing Fittings | Green |
| 1 Color Extruded/Flat | Green |
| 2 Color Extruded/Flat (outer) | Green |
| 2 Color Extruded/Flat (inner) | Tan |
| Post | Olive |
| Drums | Tan |
| Platform | Brown |

BCI BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage®, Intensity®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops and rungs.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2018

City of Orting Calistoga Park

Proposal # 907-110432-3
July 19, 2018

Presented by
Buell Recreation



Burke®



July 19, 2018

Beckie Meek
City of Orting
110 Train Street, PO Box 489
Orting, WA 98360

Dear Beckie Meek:

Buell Recreation is delighted to provide City of Orting with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Buell Recreation is confident that this proposal will satisfy City of Orting's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to continue developing a long-standing relationship with City of Orting. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Rachel Gora
Buell Recreation
7327 SW Barnes Rd. #601
Portland, OR 97225

Design Summary

Buell Recreation is very pleased to present this Proposal for consideration for the Calistoga Park located in Orting. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Orting. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Calistoga Park
- Project Number: 907-110432-3
- User Capacity: 144
- Age Groups: Ages 2-5 years, 5-12 years
- Dimensions: 83' 0" x 85' 2"
- Designer Name: Cara Osborne

Buell Recreation has developed a custom playground configuration based on the requirements as they have been presented for the Calistoga Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 907-110432-3 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

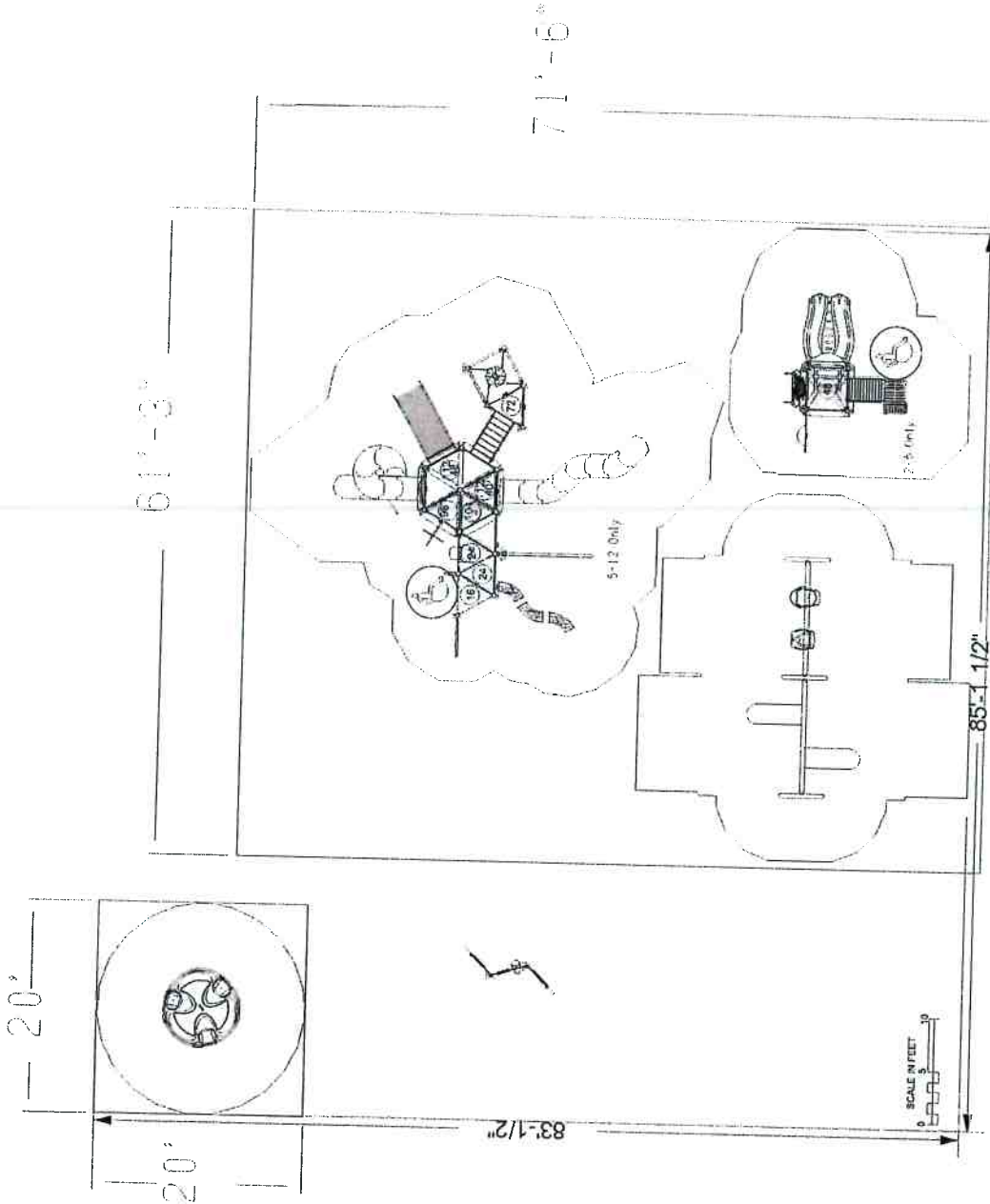
We invite you to review this proposal for the Calistoga Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

SERIES: Basics, Intensity, Nucleus
 SITE PLAN
 DRAWN BY: Cara Osborne

Calistoga Park
 802 Calistoga Street SW
 Orting, WA 98360

July 19, 2018
 Buell Recreation
 907-110432-3



NOTE: ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS TO FACE ARE TO BE USED TO PROVIDE AN ACCURATE SITE PLAN. DIMENSIONS TO CENTERLINE ARE TO BE USED TO PLACE THE STRUCTURE TO BE PLACED.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

| | |
|--|--------------|
| NUMBER OF PLAY EVENTS | 29 |
| NUMBER OF ELEVATED PLAY EVENTS | 15 |
| NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP | PROVIDED: 0 |
| NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM | PROVIDED: 9 |
| NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM | PROVIDED: 14 |
| NUMBER OF GROUND LEVEL PLAY EVENTS | PROVIDED: 6 |
| NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS | RECD: 3 |

WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.
 FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.
 PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

INFORMATION
 MINIMUM FALL ZONE
 SURFACED WITH
 RESILIENT MATERIAL
 AREA
 2718 SQ. FT.
 PERIMETER
 423 FT.

STRUCTURE SIZE
 83' 0" x 85' 2"
 STRUCTURE IS DESIGNED
 FOR CHILDREN AGES:
 6-23 MONTH OLDS
 2-5 YEAR OLDS
 5-12 YEAR OLDS
 13 + YEAR OLDS

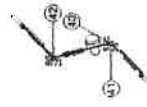
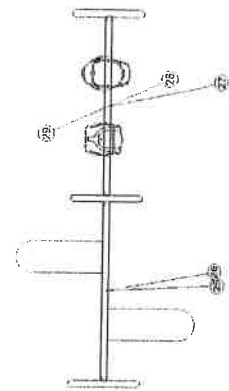
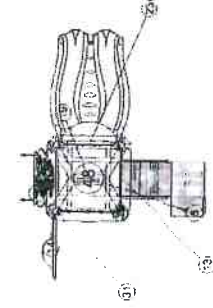
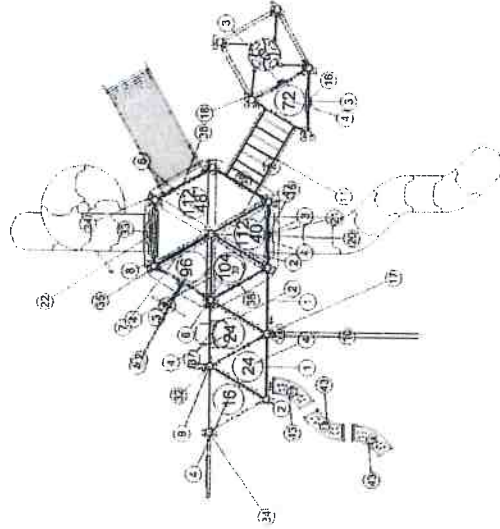


The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

| ITEM | COMP. | DESCRIPTION |
|------|----------|------------------------------|
| 1 | 270-0001 | OFFSET ENCLOSURE |
| 2 | 270-0050 | 8" CLOSURE PLATE |
| 3 | 270-0112 | UNITARY ENCLOSURE |
| 4 | 270-0129 | TRIANGLE PLATFORM |
| 5 | 270-0130 | SQUARE PLATFORM |
| 6 | 270-0132 | HALF HEXAGON PLATFORM |
| 7 | 270-0185 | PLATFORM LADDER 16" |
| 8 | 270-0230 | 16" CLOSURE PLATE |
| 9 | 370-0016 | GRAB BAR ASSEMBLY |
| 10 | 370-0027 | LAUNCH PAD |
| 11 | 370-0469 | 40" TRANSITION STAIR W/BARRI |
| 12 | 370-0657 | LINKING RING CLIMBER 80"-96" |
| 13 | 370-0720 | TRANSFER STATION, HANDRAIL |
| 14 | 370-0805 | JUNGLE VINE CLIMBER 48" |
| 15 | 370-0861 | TREE BRANCH CLIMBER 40" |
| 16 | 370-0865 | TREE BRANCH CLIMBER 72" |
| 17 | 370-1612 | APEX ELLIPSE CLIMBER |
| 18 | 370-1617 | TAKTIKS TANGLE CLIMBER |
| 19 | 470-0517 | SHAKER SQUARE ROOF |
| 20 | 470-0518 | SHAKER HEX ROOF |
| 21 | 470-0558 | VIPER S 112 |
| 22 | 470-0561 | VIPER SPIRAL 112 |
| 23 | 470-0755 | LUGE SLIDE 48"-56" |
| 24 | 470-0756 | ROLLER SLIDE 48"-56" |
| 25 | 550-0112 | BELT SEAT, 8 PAIR, STD CHAIN |
| 26 | 550-0135 | 5" OD ARCH SWING |
| 27 | 550-0136 | 5" OD ARCH SWING ADD-ON |
| 28 | 550-0171 | FREEDOM SWING SEAT, 8 BEAR |
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| 33 | 570-0794 | PADDLE BALL PANEL |
| 34 | 570-0814 | PROPELLER RING PANEL |
| 35 | 570-0864 | GEAR PANEL BELOW PLATFORM |
| 36 | 570-1663 | PARATROOP PANEL ABOVE PL |
| 37 | 570-1853 | SINGLE LARGE DRUM PANEL A |
| 38 | 570-2626 | NATURE PLAY PIPE WALL |
| 39 | 570-2642 | CRAZY MAZE PANEL |
| 40 | 580-0299 | RAIN WHEEL DRUM ELEMENT |
| 41 | 580-0324 | TOUCH & PLAY PIANO ELEMENT |
| 42 | 580-0325 | TOUCH & PLAY DRUM ELEMENT |
| 43 | 580-1312 | NOVO ARC BENCH |



Burke

ERIES: Basics, Intensity, Nucleus
 COMPONENT PLAN
 DRAWN BY: Cara Osborne

Calistoga Park
 802 Calistoga Street SW
 Orting, WA 98360

July 19, 2018
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 907-110432-3

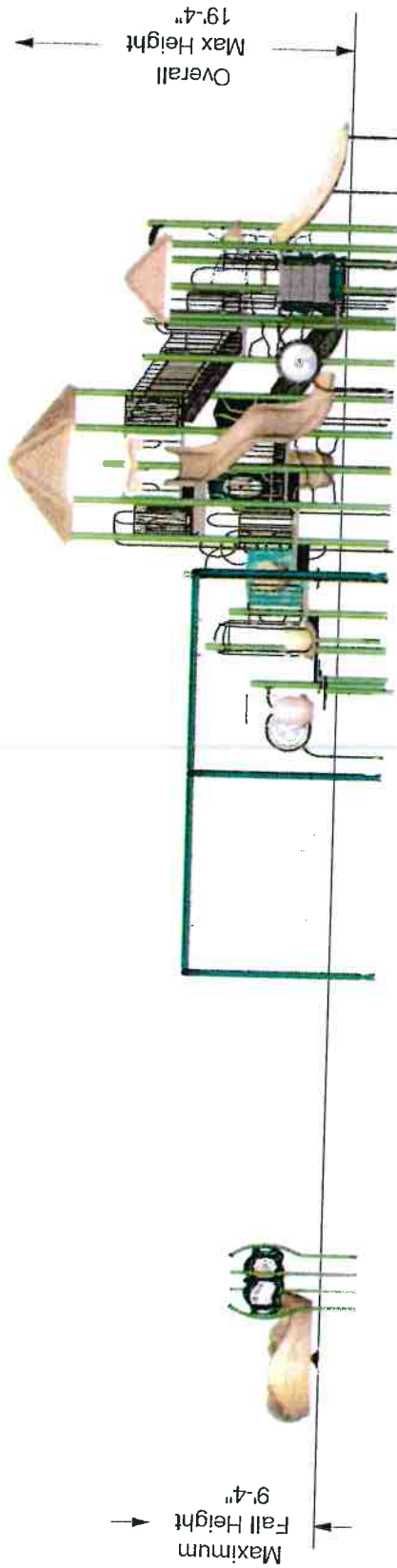
Burke

SERIES: Basics, Intensity, Nucleus
ELEVATION PLAN
DRAWN BY: Cara Osborne

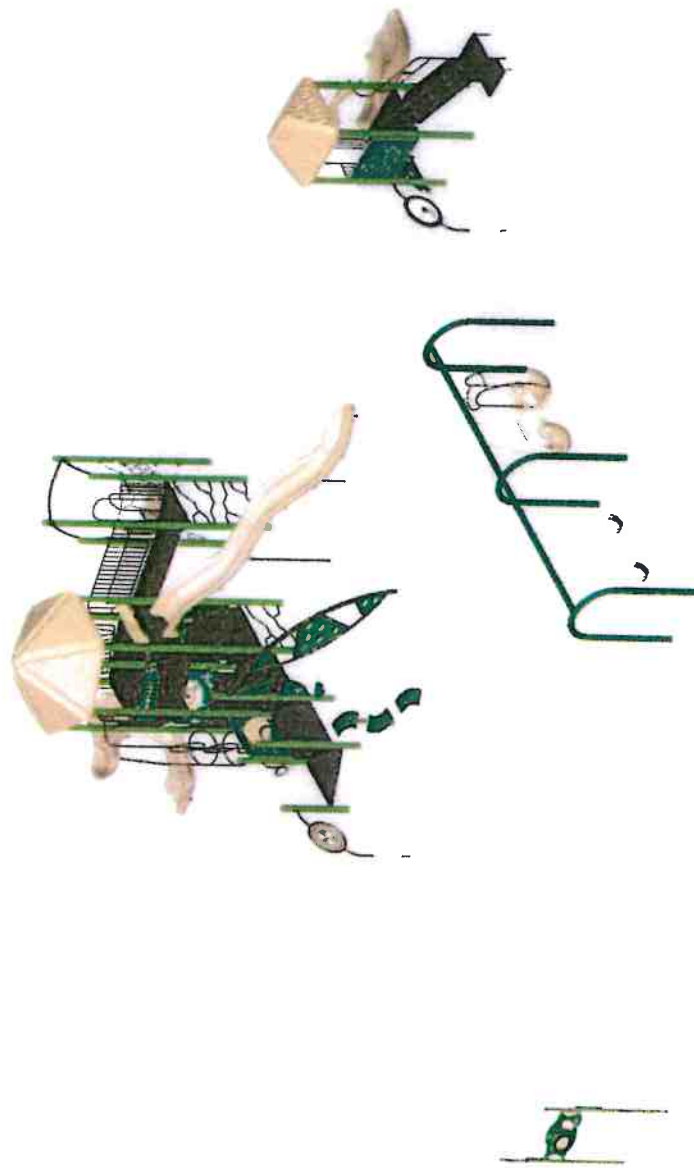
Calistoga Park
802 Calistoga Street SW
Orting, WA 98360

July 19, 2018
Buell Recreation
907-110432-3

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



The protective surfacing for this design must accommodate the critical fall height.



Burke

SERIES: Basics, Intensity, Nucleus

SOMETRIC PLAN

DRAWN BY: Cara Osborne

Calistoga Park
802 Calistoga Street SW
Orting, WA 98360

July 19, 2018

Buell Recreation

907-110432-3

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



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| Component No. | Description | Qty. | User Cap. | Ext. User Cap. | Weight | Ext. Weight |
|---------------------|----------------------------------|------|-----------|----------------|--------|-------------|
| Burke Basics | | | | | | |
| 550-0112 | BELT SEAT, 8' PAIR, STD CHAIN | 1 | 2 | 2 | 20 | 20 |
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| 550-0136 | 5" OD ARCH SWING ADD-ON | 1 | 0 | 0 | 223 | 223 |
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| 580-0299 | RAIN WHEEL DRUM ELEMENT | 1 | 4 | 4 | 33 | 33 |
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| 660-0145 | POST ASSEMBLY 2 3/8" OD X 85 ... | 2 | 0 | 0 | 19 | 38 |
| Intensity | | | | | | |
| 370-0016 | GRAB BAR ASSEMBLY | 1 | 0 | 0 | 6 | 6 |
| 370-0027 | LAUNCH PAD | 1 | 1 | 1 | 9 | 9 |
| 370-1612 | APEX ELLIPSE CLIMBER | 1 | 8 | 8 | 184 | 184 |
| 570-0688 | PADDLE BALL RING PANEL | 1 | 2 | 2 | 54 | 54 |
| 570-0814 | PROPELLER RING PANEL | 1 | 2 | 2 | 66 | 66 |
| Nucleus | | | | | | |
| 270-0001 | OFFSET ENCLOSURE | 2 | 0 | 0 | 30 | 60 |
| 270-0050 | 8" CLOSURE PLATE | 6 | 0 | 0 | 10 | 60 |
| 270-0112 | UNITARY ENCLOSURE | 5 | 0 | 0 | 34 | 170 |
| 270-0129 | TRIANGLE PLATFORM | 8 | 2 | 16 | 48 | 384 |
| 270-0130 | SQUARE PLATFORM | 1 | 6 | 6 | 106 | 106 |
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| 270-0230 | 16" CLOSURE PLATE | 1 | 0 | 0 | 17 | 17 |
| 370-0469 | 40" TRANSITION STAIR W/BARRIE... | 1 | 4 | 4 | 279 | 279 |
| 370-0557 | LINKING RING CLIMBER 80"-96" | 1 | 4 | 4 | 100 | 100 |
| 370-0720 | TRANSFER STATION, HANDRAIL 48" | 1 | 6 | 6 | 236 | 236 |
| 370-0805 | JUNGLE VINE CLIMBER 48" | 1 | 2 | 2 | 85 | 85 |
| 370-0861 | TREE BRANCH CLIMBER 40" | 1 | 2 | 2 | 17 | 17 |
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| 470-0517 | SHAKER SQUARE ROOF | 1 | 0 | 0 | 136 | 136 |
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| 470-0755 | LUGE SLIDE, 48"-56" | 1 | 4 | 4 | 198 | 198 |
| 470-0756 | ROLLER SLIDE 48"-56" | 1 | 8 | 8 | 721 | 721 |
| 570-0719 | BUBBLE MIRROR ACTIVITY PANEL | 1 | 2 | 2 | 7 | 7 |



Proposal # 907-110432-3

July 19, 2018

2018 Pricing

| | | | | | | |
|----------|----------------------------------|---|---|---|-----|-----|
| 570-0794 | PADDLE BALL PANEL | 1 | 1 | 1 | 47 | 47 |
| 570-0864 | GEAR PANEL, BELOW PLATFORM | 1 | 4 | 4 | 53 | 53 |
| 570-1683 | PARATROOP PANEL, ABOVE PLATFO... | 1 | 3 | 3 | 54 | 54 |
| 570-1853 | SINGLE LARGE DRUM PANEL, ABOV... | 1 | 2 | 2 | 49 | 49 |
| 570-2626 | NATURE PLAY PIPE WALL | 2 | 0 | 0 | 39 | 78 |
| 570-2642 | CRAZY MAZE PANEL | 1 | 2 | 2 | 44 | 44 |
| 600-0104 | NPPS SUPERVISION SAFETY KIT | 1 | 0 | 0 | 3 | 3 |
| 670-0001 | POST ASSEMBLY 5" OD X 91" | 1 | 0 | 0 | 49 | 49 |
| 670-0002 | POST ASSEMBLY 5" OD X 107" | 1 | 0 | 0 | 58 | 58 |
| 670-0099 | INSTALLATION KIT, INTENSITY | 1 | 0 | 0 | 2 | 2 |
| 670-0103 | MAINTENANCE KIT, INTENSITY | 1 | 0 | 0 | 0 | 0 |
| 670-0132 | ROOF POST 5" OD X 158" | 4 | 0 | 0 | 83 | 332 |
| 670-0148 | ROOF POST 5" OD X 220" | 6 | 0 | 0 | 115 | 690 |
| 670-0149 | POST ASSEMBLY 5" OD X 197" | 1 | 0 | 0 | 104 | 104 |
| 670-0165 | POST ASSEMBLY 5" OD X 123" | 1 | 0 | 0 | 66 | 66 |
| 670-0166 | POST ASSEMBLY 5" OD X 139" | 1 | 0 | 0 | 74 | 74 |
| 670-0169 | POST ASSEMBLY 5" OD X 171" | 5 | 0 | 0 | 91 | 455 |

Total User Capacity: 144
Total Weight: 7,975 lbs.

BCI BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage®, Intensity®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™).
- Twenty-five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops and rungs.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRG products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Kooster® Trolleys and other moving parts against structural failure due to materials or workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage In Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-0070.

01/2018

CITY OF ORTING

110 Train St SE
Orting, WA 98360

BMeek@cityoforting.org
(360) 893-2219 x120

SECTION 3

Calistoga Park Phase 1 - Purchase of Playground Equipment BID PRICE SHEET

The undersigned hereby certifies that he/she has personally examined the location and construction detail of work as outlined on the plans and specifications for this project and has read and thoroughly understands the plans and specifications and contract governing the work embraced in the improvements and the method by which payment will be made for work and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said plans, specifications and contract and the following schedule of rates and prices.

(Note: Unit prices for all items, all extensions and total amount of bid must be shown.)

| Item No. | Description | Estimated Annual Quantity | Unit | Price Per Unit | Total Price (without tax) |
|----------------------------------|---|---------------------------|---------|-----------------------|---------------------------|
| 1 | 2-5 year old play structure | 1 | EA | 9,017. ⁰⁰ | 9,017. ⁰⁰ |
| 2 | 5-12 year play structure | 1 | EA | 45,481. ⁰⁰ | 45,481. ⁰⁰ |
| 3 | Freestanding ADA accessible spinner structure | 1 | EA | 5,600. ⁰⁰ | 5,600. ⁰⁰ |
| 4 | Two bay swing set | 1 | LS | 6,018. ⁰⁰ | 6,018. ⁰⁰ |
| 5 | Freestanding musical instruments | 1 | LS | 7,043. ⁰⁰ | 7,043. ⁰⁰ |
| 6 | Fall safe ground cover (all inclusive) | N/A | SQ. FT. | 11,345. ⁰⁰ | 11,345. ⁰⁰ |
| <i>240 cyds. to cover</i> | | | | | |
| <i>4,792 SF</i> | | | | | |
| SUBTOTAL OF BID ITEMS BEFORE TAX | | | | | 84,504. ⁰⁰ |
| FREIGHT/TRANSPORTATION | | | | | 6490. ⁰⁰ |
| SALES TAX 9.3% | | | | | 8,462. ⁴⁴ |
| TOTAL | | | | | 99,456. ⁴⁴ |

Estimated costs for supervision of installation (1-3 days, est.): \$1,950 Per Day

The undersigned hereby agrees that all material furnished and all work performed shall be strictly in accordance with the specifications herein and/or as directed by the City and the City shall determine the amount of work and materials to be paid for under the contract for which this proposal is made.

The Undersigned Washington State Department of Labor and Industries Workman's Compensation Account Number is:

215,646-00

Contractor's License Registration Number is:

CC Buell RL895QN

Contractor's State Revenue Tax Number is:

26-4803134

Contractor's UBI Number is:

603-045-176

CITY OF ORTING

110 Train St SE
Orting, WA 98360

BMeek@cityoforting.org
(360) 893-2219 x120

The undersigned acknowledges receipt of the following addendum(s) no(s) _____ through _____. (If any)

Contracting Firm Buell Recreation LLC
Phone # 503-922-1650

The signing of the proposal will be considered as implicitly denoting that the Bidder has a thorough comprehension of the full intent and scope of the specifications and/or drawings.

By Doug Buell / Doug Buell Date 7-23-18
Signature and Printed Name

CITY OF ORTING

110 Train St SE
Orting, WA 98360

BMeek@cityoforting.org
(360) 893-2219 x120

VENDOR QUESTIONNAIRE

INSTRUCTIONS: Provide the requested information, sign and date. If the City requires further description, the City may request Bidder to provide such information within a mandatory due date. You must submit this completed form to the City with your Bid proposal. Failure to submit this form fully complete, may result in disqualification of Bid Proposal.

VENDOR INFORMATION

Bidder's Legal Name: Buell Recreation LLC

Company's dba: (if applicable) _____

CEO/President Name: Doug Buell

Federal EIN No. 26-4803134

Phone: 503 922-1650

Fax: () _____

E-Mail Address: doug@buellrecreation.com

Mailing Address: 7337 SW Barnes Road #601

City Portland

State OR

Zip 97225

Physical Address: _____

City: _____ State _____

Zip _____

COMPLIANCE

Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity? This does not include owners of stock if your firm is a publicly traded corporation.

YES: _____ NO: X

If YES, Please explain: _____

License(s) are required to perform the services sought by this solicitation. Within the previous five years, has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?

YES: _____ NO: X

If YES, Please explain: _____

The Bidder as a contractor has never failed to satisfactorily perform a contract awarded to him expect as follows:
(Name of any and all exceptions and reason thereof)

YES: _____ NO: X

Please explain: _____

EXPERIENCE

CITY OF ORTING

110 Train St SE
Orting, WA 98360

BMeek@cityoforting.org
(360) 893-2219 x120

Vendor must have at least five (5) years' experience in this field or work and have satisfactorily completed three (3) projects of this nature in the last five (5) years:

1. Location and for whom performed:

City of Orting - City Park
Phone: 253-426-2634 Contact Person: Becky Meek

2. Location and for whom performed:

Snoqualmie Parks & Recreation - Fisher Creek Park
Phone: 425-831-5784 Contact Person: Larry White

3. Location and for whom performed:

City of Everett - Legion Park
Phone: 425-257-8700 Contact Person: Bob Hillman

4. Installation Technician(s) must have at least two (2) years' experience in this field of work. Please provide experience details for technician proposed to work on this contract:

R.E. R. Construction Inc. has been in business for over 29 years. Owners are Mike and Wendy Rogers. Crews are NPSI (Certified) experienced in playground installation.



**City Of Orting
Council Agenda Summary Sheet**

| | | | | |
|---|------------------------|------------------|----------------------|----------------|
| Subject: Resolution No 2018-09, Declaring A Public Purpose And Authorizing City Sponsorship Of Pumpkin Fest. | | Committee | Study Session | Council |
| | Agenda Item #: | CGA | AB18-65 | |
| | For Agenda of: | 08.02.18 | 08.15.18 | |
| | Department: | CGA /CLERK | | |
| | Date Submitted: | 8.9.18 | | |

Cost of Item: \$

Amount Budgeted: \$

Unexpended Balance: \$

Bars #:

Timeline:

Submitted By: **Jane Montgomery/CGA Committee**

Fiscal Note:

Attachments: Application and Resolution No. 2018-09

SUMMARY STATEMENT:
Pursuant to the City’s newly adopted Special Event Sponsorship Policy (“Policy”), the City has received an application for sponsorship from the Tacoma Events Commission for Pumpkin Fest. The Policy requires that the City Council review and approve all applications for sponsorship, and determine whether an event qualifies for sponsorship (after review and approval of the application by the Community & Government Affairs Committee). To qualify for sponsorship, an approved event must: 1. Be one where all citizens can reasonably participate; 2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and; 3. May provide, through increased customers, additional revenues for Orting businesses and subsequently improved tax revenues for the City. The proposed Resolution No. 2018-09 reflects a finding that the event qualifies for sponsorship, and authorizes the sponsorship of the event, pursuant to a contract entered into between the Mayor and the organization holding the event.

RECOMMENDED ACTION: Advance To Consent Agenda For The Council Meeting Of August 29th.

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2018-08

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

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

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

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

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

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on August 2nd, 2018, and recommended approval of the application; and

WHEREAS, the City Council finds that the Orting Pumpkin Fest has been an institution of public service for 11 years, is open to the public, and serves the valid municipal purposes of providing an opportunity for strengthening and promoting the City’s sense of community spirit and pride by offering and affordable, fun, family oriented festival; and

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

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

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

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

application for sponsorship, included as Exhibit A. The Pumpkin Fest will be held on Saturday October 13th, 2018. The Mayor is authorized to enter into a contract with the Tacoma Events Commission to memorialize the City's sponsorship described herein.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 29th DAY OF AUGUST 2018.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk, CMC

Approved as to form:

Charlotte A. Archer
Kenyon Disend, PLLC
City Attorney



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

APPLICATION FOR SPECIAL EVENT PERMIT AND CITY SPONSORSHIP FOR SPECIAL EVENT

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

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

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

Permit Application Rates: For Rates see Resolution 2011-12

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

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

NAME OF EVENT: ORTING Pumpkin Fest.
 SPONSORING ORGANIZATION (Non-Profit): EVENTS COMMISSION 501(C)(3) Non-Profit
 NAME AND TITLE OF PERSON APPLYING ON BEHALF OF SPONSORING ORGANIZATION:
GARY W. GRAPC Executive Director
 APPLICANT'S ADDRESS: 4109 E-7 Bridgeport Wy. W.
 CITY/STATE/ZIP: University Place, WA 98466
 PHONE: 253-230-6851
 EMAIL ADDRESS: G.W.Grapc47@Comcast.net

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: October 13, 2018
TIME OF EVENT: Set Up 8:00 AM Start of Event 10:00 AM End of Event 5:00 PM End Time 6:00 PM
CONTACT PERSON FOR EVENT (day of): GARY GRAPC
PHONE OF CONTACT PERSON: 253-230-6851

Certificate of Insurance showing the City of Orting as an Additional Insured (please attach),
• Name of Insurance Company: Note: Will send Certificate of
• Policy Number: Insurance after acceptance.

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

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

City of ORTING provides a dumpster to be located in the corner of the parking lot by the BBQ shelter on Train St.

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

The City of Orting provides 2-3 semi-cans. The public restrooms are used in the park as well as the multi-purpose center: the Farmer Market Bldg.

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

Yes. The food court will be located on Train St.

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

Will City services be requested? Yes

◇ Barricades: How Many/Where (Show on Map) YES/NO
Barricades will be used to close Train St and Calistoga the AM. of Oct. 13, 2018

◇ Signage: What Signs/Where (Show on Map) YES/NO
Road closure signs will be needed on Barricades

◇ Police Officers: YES/NO How Many/For what service/What Hours (must arrange with the police department)
Just to close the two roads

◇ City Crew: YES/NO How Many/For what service/What Hours (must arrange with the utility department)
Need City staff for trash pickup

◇ Street Sweeper: YES/NO Date of Request

◇ Electricity: YES/NO Basic Electrical Outlets/Spider Boxes (Show on Map)

The IBEW will be on site to provide electrical hookups for food vendors.

Note: After all vendors have been accepted a map will be sent showing the festival layout. This should be accomplished

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

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

Personal Contact

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

This will be our 12th year in presenting the Orting Pumpkin Fest. We're all looking forward to Oct. 13th!

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: [Signature] Date: 7/11/18
 PRINTED NAME: Conny W. Grapo / Executive Director
 TITLE/ROLE IN SPONSORING ORGANIZATION: Events Commission

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 # _____ | |



**City Of Orting
Council Agenda Summary Sheet**

| | | | | |
|--|------------------------|------------------|----------------------|----------------|
| Subject: DISCUSSION Video Recording of Public Meetings | | Committee | Study Session | Council |
| | Agenda Item #: | | | |
| | For Agenda of: | | 08.15.18 | |
| | | | | |
| | Department: | Council | | |
| | Date Submitted: | 8.10.18 | | |
| Cost of Item: | _ \$ | | | |
| Amount Budgeted: | _ \$ | | | |
| Unexpended Balance: | _ \$ | | | |
| Bars #: | | | | |
| Timeline: | | | | |
| Submitted By: | Councilmember Gunther | | | |
| Fiscal Note: | | | | |
| Attachments: Council Rule 7, subsection 7.7 | | | | |
| SUMMARY STATEMENT: | | | | |
| <p>Councilmember Gunther would like to amend the current Council rules relating to video recording of meetings by citizens. Councilmember Gunther brought up the topic at the CGA Committee of August 2nd. 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 as the Council had just amended the rule earlier this year.</p> <p>This proposed action was forwarded to the Council for further discussion.</p> | | | | |
| RECOMMENDED ACTION: UNDETERMINED | | | | |

3. The Chair inquires as to whether any Council-member has questions to ask the proponents, opponents, speakers or staff. If any Council-member has questions, the appropriate individual will be recalled to the podium.
4. The Chair continues the public hearing to a specific time or closes the public hearing.

7. **Duties and Privileges of Media and Citizens**

7.1 Media Representation: Seating space shall be provided for the media at each public meeting. The media shall also be provided with a packet containing the background information provided to the Council.

7.2 Meeting Participation: Citizens are welcome at and encouraged to attend all Council meetings. Recognition of a speaker by the Chair is a prerequisite and necessary for an orderly and effective meeting, be the speaker a citizen, Councilmember or staff member. Further, it will be expected that all speakers will deliver their comments in a courteous and efficient manner and will speak only to the specific subject under consideration. Anyone making out-of-order comments or acting in an unruly manner shall be subject to removal from the meeting. Cell phones will be silenced and not used for phone calls during council meetings.

7.3 Subjects Not on the Current Agenda: Under agenda item "Comments from Citizens" citizens may address any item not already on the agenda. They shall first obtain recognition by the Chair, stand at the podium, state their name, address and subject of their comments. The Chair shall then allow the comments, subject to a three-minute limitation per speaker and five-minute limitation per speaker representing a group or organization, or other limitations as the Chair may deem necessary. Following such comments, if action is required or has been requested, the Chair may place the matter on the current agenda or a future agenda or refer the matter to staff or a Council committee for action or investigation and report at a future meeting.

7.4 Public Comments and Suggestions to Council: When citizen comments or suggestions unrelated to the agenda are brought before the City Council, the Chair shall first determine whether the issue is legislative or administrative in nature and then:

(A) If the issue is legislative, and comments on the letter or intent of a legislative act or is a suggestion for changes to such an act, and if any Councilmember suggests a change to an ordinance or resolution of the City, the Council may refer the matter to a committee, City Administration, City Attorney or the Council as a whole for study and recommendation.

(B) If the issue is administrative and comments on administrative staff performance, administrative execution of legislative policy or administrative policy within the authority of the City Administrator, the Chair should then refer the complaint directly to the City Administrator for his/her review if the

complaint has not yet been reviewed. The City Council may direct that the City Administrator report to the Council his/her response and resolution.

7.5 Personal and Slanderous Remarks: Any person making personal, offensive, impertinent or slanderous remarks or who shall become boisterous while addressing the Council may be requested to leave the meeting and may be barred from further audience participation before the Council during that Council meeting by the Mayor.

Any councilmember making personal, offensive, impertinent or slanderous remarks to a member of the audience, city staff member or another councilmember will be asked to refrain. If the remarks continue he/she may be asked to leave the meeting.

7.6 Written Communications: Interested parties, or their authorized representatives, may address the Council by written communication in regard to any matter concerning the City's business or over which the Council had control at any time. The written communication may be submitted by direct mail, e-mail, text message or by addressing the communication to the City Clerk who will distribute copies to the Mayor and Councilmembers. The communication will be entered into the record without the necessity for reading as long as sufficient copies are available to members of the audience/public.

7.7 Video Recording of Public Meetings:

All public meetings of the City of Orting, including but not limited to regular and special meetings of the City Council, committee meetings and commission and board meetings may be recorded by members of the public, including members of the media. The City reserves its right to place restrictions on the location of all recording equipment, so as to ensure the recording equipment does not pose a safety hazard, and that the recording does not hinder the public's attendance or disrupt the decorum of the meeting. Failure to comply with the City's request to move recording equipment may result in expulsion from the meeting.

In order to preserve the decorum of the regular and special meetings of the City Council, all recording equipment shall be placed south of the kitchen door at the Multipurpose Center, in a location that does not pose a safety hazard or otherwise interfere with the public's access to attend and view the meeting.

At Committee meetings located at the Public Safety Building, all recording equipment shall be placed at the end of the first row on the west side of the meeting space in a location that does not pose a safety hazard or otherwise interfere with the public's access to attend and view the meeting, and shall be placed at the northwest corner of the room at the Multipurpose Center Conference Room. The Committee Chair (or his or her designee) may proscribe an alternative location for placement of recording equipment, so long as the location does not pose a safety hazard, does not hinder the public's attendance and does not disrupt the decorum of the meeting.



**City Of Orting
Council Agenda Summary Sheet**

| | | | | |
|--|------------------------|------------------|----------------------|----------------|
| Subject: Volunteer Policy | | Committee | Study Session | Council |
| | Agenda Item #: | | AB18-66 | |
| | For Agenda of: | 7.5.18 CGA | 7.18.18 8.15.18 | |
| | | | | |
| | Department: | HR | | |
| | Date Submitted: | June 26, 2018 | | |
| Cost of Item: | <u>N/A</u> | | | |
| Amount Budgeted: | <u>N/A</u> | | | |
| Unexpended Balance: | <u>N/A</u> | | | |
| Bars #: | <u>N/A</u> | | | |
| Timeline: | <u>N/A</u> | | | |
| Submitted By: | Scott Larson | | | |
| Fiscal Note: None | | | | |
| Attachments: Volunteer Policy | | | | |
| SUMMARY STATEMENT: | | | | |
| <p>The City has a history of having citizens volunteer either on a one time basis or an ongoing basis. As we have grown and our needs have changed, department directors have requested to bring on volunteers, and council has also expressed a desire to have volunteers complete various tasks. To address everyone's needs, staff have drafted a volunteer policy to formalize volunteerism within the City. Department directors will be responsible for drafting volunteer job descriptions and the City Treasurer will be responsible for reviewing the job descriptions and make sure volunteer responsibilities do not conflict with bargaining unit work. The City Treasurer will also act as the primary volunteer coordinator for the City and manage the backend of volunteers such as associated risk and paperwork.</p> | | | | |
| RECOMMENDED ACTION: MOVE TO THE AGENDA OF AUGUST 29, 2018 | | | | |



***City of Orting's* Volunteer Program**

Introduction and Purpose

The *City of Orting's* volunteer program is designed to promote the spirit of partnership and increase interaction with citizens, community organizations and local business. In doing so, the *City of Orting* wants to enhance its existing service offerings and/or expand them through the use of volunteer expertise as well as bring the many diverse populations of the community together to achieve a stronger, more connected community.

The *City of Orting* welcomes you as a volunteer and hopes your association with the *City of Orting* will be a satisfying experience. You are making a dramatic difference in the lives of others by volunteering your time. By taking the time to participate in our programs, volunteers positively influence the participants and future of the *City of Orting*. In assisting staff with both daily tasks and new programs, volunteers enhance the levels of quality services the *City of Orting* provides. We thank you for the time, dedication, and caring you are willing to share, and welcome each of you to the *City of Orting*.

The purpose of the volunteer handbook is to provide overall guidance and direction. The policies outlined in the handbook are intended for guidance only, and do not constitute, either implicitly or explicitly, a binding contractual or personnel agreement. The *City of Orting* reserves the right, at any time, to change/revise terms and conditions of voluntary service. As such, the contents of this handbook are subject to change in order to reflect those changes. Areas not specifically covered by the policies will be addressed by administration.

Copies of the *City of Orting's* Personnel Policies are located in the Human Resources Director's Office, as well as in all other departments. Ask your supervisor if you want to refer to these policies.

The *City of Orting* also reserves the right to utilize, or not utilize, services of volunteers. Volunteers are not considered to be *City of Orting* employees and being a volunteer is not a guarantee of later employment with the *City of Orting*.

Please feel free to contact administration and/or your volunteer coordinator for additional information.

Fundamentals of Volunteering

Attitude

A volunteer needs to be open minded, willing to be trained, and able to accept direction/supervision. At the same time, the *City of Orting* encourages volunteers to ask questions regarding policies, practices, or procedures.

Dependability

The dependability of a volunteer is extremely important. It is a volunteer's responsibility to notify their supervisor if unable to volunteer at a scheduled time, or if there are other factors that may affect the volunteer's performance.

Communication

A volunteer not only serves the needs of the *City of Orting* and the public in an important way, but also provides a vital link between the organization and the community.

Communication is an essential element to a successful program. Both volunteer and the volunteer's supervisor are encouraged to share questions, comments, and concerns that may arise in a positive, constructive manner.

Responsibility

Volunteers represent the *City of Orting* to the citizens. As a volunteer affiliated with the *City of Orting*, you will be seen as a visible extension of our paid staff to citizens we serve. While most *City of Orting* business is considered public information, certain information is confidential. Volunteers will not discuss or disseminate any confidential information. It is vital that volunteers uphold the high professional standard that the public expects in order to maintain the *City of Orting's* reputation of integrity, professionalism, and trust.

Volunteer Expectations

The following rules must be followed while volunteering for the *City of Orting*.

1. Volunteers shall obey all applicable *City of Orting*, County, State and Federal laws.
2. Volunteers shall sign a volunteer agreement.
3. Volunteers shall not commit any acts, nor fail to perform any acts, which constitute a violation of any of the policies, procedures, guidelines or directives of the *City of Orting*, whether stated in this volunteer handbook and/or in the *City of Orting* Personnel Policies.
4. Volunteers shall promptly comply with any lawful orders of supervisors.
5. Volunteers shall conduct themselves in a manner as to reflect most favorably on the *City of Orting*. Volunteers shall not engage in any conduct unbecoming of persons associated with the *City of Orting*.
6. While on duty, the volunteer will not use his or her volunteer status to obtain any goods, products or services.
7. Volunteers shall not solicit or accept any gift or gratuity from any person, business or organization for the benefit of the volunteer, *City of Orting* or others if it may reasonably be inferred that the person, business or organization: (a) seeks to influence action of an official nature; (b) seeks to affect the performance or non-performance of an official duty (c) has an interest which may be affected directly or indirectly by the performance of the volunteer's duty; or (d) creates an appearance of fairness issue.

8. Volunteers shall not use their official position or official identification for personal or financial gain to obtain privileges not otherwise available to them, or to avoid consequences of illegal acts. Volunteer identification shall only be used in the performance of volunteer duties.
9. Volunteers acting in an official capacity shall not recommend or suggest in any manner the employment or procurement of any particular product, or private, professional or commercial service.
10. Volunteers shall not possess or store alcoholic beverages or prescription drugs or substances in any *City of Orting* vehicle or facility that affect one's ability to function in the volunteer's capacity. Volunteers shall not report for duty while under the influence of alcohol or drugs, including medications that may cause drowsiness or affect one's ability to perform assigned duties.

Volunteer Behaviors

Inappropriate behavior may be cause for termination from the City of Orting.

Inappropriate behaviors include but are not limited to:

1. Unauthorized absence and/or repeated tardiness.
2. Intoxication and/or drinking alcoholic beverages or use or under the influence of narcotics or drugs on the premises or at any time while providing volunteer service.
3. Dishonesty or theft.
4. Unprofessional behavior towards customers, employees, or other volunteers.
5. Unwillingness to comply with *City of Orting* or departmental standards of volunteer position expectations.
6. Falsification of records.
7. Insubordination.
8. Divulging confidential information.
9. Damaging, defacing, or deliberately mishandling *City of Orting* equipment, property or supplies.
10. Failing to report an injury, incident, or accident concerning an employee, customer, volunteer or any person on *City of Orting* property.
11. Carrying prohibited weapons on *City of Orting* property.
12. Willful violation of *City of Orting* policies, rules or regulations.

Customer Service

Serving our customers is the number one priority of all *City of Orting* volunteers and regular employees. Volunteers will be called upon to provide citizens with the high quality customer service they have come to expect. It is important to keep in mind that "customer" includes everyone the volunteer comes in contact with while representing the *City of Orting*. The *City of Orting* is dedicated to providing quality customer service and as part of our commitment to customer service, it is important to keep the following points in mind when serving customers:

1. Listen actively to determine the customer's needs.
2. Always remain courteous, calm and professional.
3. Make an extra effort to help the customer solve his/her problem.

Volunteer Hours

Each department may have additional policies, procedures, and guidelines to follow depending upon individual assignments. The volunteer's supervisor will cover information specific to the particular assignment with the volunteer. Any questions related to policies, procedures, or volunteer assignments should be discussed with the supervisor.

Identification

Where appropriate, the volunteer's supervisor will arrange for each volunteer to receive a photo identification badge. While performing duties for the *City of Orting*, the identification badge must be worn on the outermost garment, in an easily visible manner. Volunteers shall protect their badge and not reproduce or give it to anyone for any purpose. If the identification badge is lost, the volunteer must immediately report the loss to the volunteer's supervisor.

Volunteers shall furnish their name and show their identification badge to any person requesting this information when on duty, or while representing the *City of Orting* in any capacity. Volunteers are responsible for returning ID cards and/or keys to the volunteer's supervisor when ending volunteer status with the *City of Orting*.

Resignation / Termination

Volunteer placements are made on a conditional basis. Either the *City of Orting* or the volunteer may terminate the arrangement at any time.

Volunteers are requested to give as much notice as possible if resigning from or interrupting the volunteer assignment for an extended period of time. Should a volunteer desire reassignment, s/he should notify his/her volunteer supervisor.

City of Orting

Sample Job Description *(Revise as appropriate for each volunteer position)*

Incumbent: _____ Supervisor: _____

Position Title: **Farmers' Market Volunteer**

Basic Function: The Farmers' Market Volunteer assists the Farmers' Market Coordinator in the operations of the Farmers' Market.

Reports To: Farmers' Market Coordinator

Duties and Responsibilities: *(Essential Functions are underlined)*

1. Enforce Market rules.
2. Maintain positive, non-discriminatory relations with all market vendors and shoppers.
3. Assist with the set-up, and take-down of Market tents, tables, chairs, signs, road blocks, and other Market day items.
4. Report Market emergencies, complaints, and customer requests.
5. Collect referrals/recommendations from shoppers/vendors.
6. Process electronic benefit transfer (EBT), supplemental nutrition assistance program (SNAP) checks, and collect money for point-of-sale (special assignment when designated).
7. Provide positive/active support of *City of Orting* customers, citizens, and co-workers.
8. Performs other duties as assigned. *The duties listed above are illustrations of the types of work that may be performed in the position. Omission of specific statements of duties does not provide an exclusion if the work performed is similar, related, or a logical assignment to the position. The job description may be subject to change by the employer as the needs of the employer and/or requirements of the job change.*

Knowledge, Abilities, and Skills:

1. Rules, local/state safety guidelines and other pertinent laws/regulations.
2. Ability to communicate and explain rules/regulations.
3. Ability to follow written/verbal instructions.
4. Ability to develop/maintain cooperative relationships with the public, vendors, and staff.
5. Ability to accurately count cash and make change.
6. Ability to effectively organize and prioritize work.
7. Ability to work under limited supervision.
8. Possess strong interpersonal skills exhibiting tact, patience, and courtesy.
9. Skilled in working with diverse stakeholders.

Minimum Qualifications:

- High School diploma or GED equivalent.
- Possess strong communication skills.
- Must have reliable transportation to travel to various locations as requested.
- Incumbent must maintain a valid drivers' license and insurance when using a personal/*City of Orting* vehicle on *City of Orting* business.
- Must pass a background check.
- Individuals assigned to process financial transactions must pass a credit check.

Physical Demands:

The position requires the incumbent frequently perform strenuous physical labor in a safe manner. While performing the duties of this position, the incumbent is frequently required to sit, stand, walk, bend at the waist, stoop, kneel, and crouch. The position requires the incumbent to engage in repetitive hand/arm movements, pushing/pulling, grasping. The incumbent is required to traverse uneven terrain in the performance of duties associated with the position. On a frequent basis, the incumbent will be required to lift/move/transport items weighing up to 50 pounds.

Working Conditions: Work is performed in an outdoor environment with frequent exposure to varying weather conditions.

AGREEMENT FOR INDIVIDUAL VOLUNTEER SERVICES

This Agreement is made, by and between the *City of Orting*, a political subdivision of the State of Washington hereinafter referred to as the "City" and _____ hereinafter referred to as the "Volunteer."

PURPOSE: The purpose of this Agreement is to outline the responsibilities of the *City of Orting* in providing volunteer opportunities, and to create an understanding between the *City of Orting* and the Volunteer.

This Agreement shall apply to persons voluntarily performing non-compensated services for the *City of Orting*, including but not limited to, practical work experience, recreational programs, senior programs, police resource centers, and academic internships.

AGREEMENT FOR NON-COMPENSATED SERVICES: The Volunteer agrees to abide by all relevant *City of Orting* policies and procedures and to perform the volunteer services in a safe, responsible manner in accordance with the descriptions of service.

It is further understood that this Agreement shall not in any way constitute nor create an employer/employee relationship between the *City of Orting* and the Volunteer. The *City of Orting* shall not be responsible for, nor liable for, nor shall the applicant be eligible to receive, any compensation or benefits as a result of this Agreement EXCEPT for State Labor and Industries Industrial Insurance medical aid coverage for non-administrative volunteer roles.

In consideration of the *City of Orting* giving me permission to perform these volunteer services, I understand that: **(Please initial the following)**

_____ I am not to appear for volunteer service under the influence of any drugs or alcohol. The Volunteer agrees to inform the supervisor at the beginning of the shift if taking any over-the-counter or prescription medications which may impair the ability to perform volunteer duties.

_____ I am not to have child(ren) with me, during my volunteer activities, that are under 14 years of age. If I do bring with me any child(ren) under 14 years of age (**which is a violation of this agreement**), I understand I will be held solely liable, and assume all risk of liability, for my child(ren)'s actions and agree to hold the *City of Orting* harmless from any and all such related claims against the *City of Orting*; except for injuries and damages caused by the sole negligence of the *City of Orting*.

_____ I will abide by all *City of Orting* policies regarding personal conduct while performing volunteer services.

_____ I agree not to go beyond the scope of volunteer work agreed to without authorization.

_____ I am to be trained on any activity that I am unfamiliar with, learn the corresponding policies, and it is my responsibility to understand them completely or ask questions until I feel confident to perform them.

_____ Depending on the scope of volunteer work, the following policies may apply: driving, safety procedures, computer operation, dress code, anti-harassment, confidentiality.

_____ Should an injury occur during the scope of my service the *City of Orting* has included my hours of volunteer service in the State Labor and Industries coverage for volunteer workers.

_____ I understand that I am to report any on-the-job injury or illness, no matter how minor, to the City Treasurer.

BACKGROUND CHECKS: I consent to the *City of Orting* performing a background check into my history and waive any right of privacy I may have in such information for the limited purpose of the *City of Orting* considering it for determining my suitability as a volunteer. (To be used for volunteers who will have unsupervised access to children, developmentally disabled persons, or vulnerable adults or who will be working with confidential information.)

TERMINATION: I understand that the *City of Orting*, or I, may terminate this agreement at any time without cause, and that I am volunteering my services at will and may be asked to discontinue such without prior notice or reason.

WAIVER & HOLD HARMLESS: I am fully aware that the work associated with being a *City of Orting* Volunteer involves certain risks of physical injury or death. Being fully informed as to these risks and in consideration of my being allowed to participate in the *City of Orting's* Volunteer Program, I hereby assume all risk of injury, damage and harm to myself arising from such activities or use of *City of Orting* facilities. I also hereby individually and on behalf of my heirs, executors and assignees, release and hold harmless the *City of Orting*, its officials, employees and agents and waive any right of recovery that I might have to bring a claim or a lawsuit against them for any personal injury, death or other consequences occurring to me arising out of my volunteer activities.

LIABILITY COVERAGE: I understand that the *City of Orting* is self-insured through the Association of Washington Cities Risk Management Service Agency ("RMSA") for liability coverage. Volunteers performing within the scope of their assigned duties as authorized by the *City of Orting* are afforded the same coverage as *City of Orting* employees under the *City of Orting's* liability coverage with RMSA. I am fully aware that a volunteer's intentional misconduct is not protected or covered by the *City of Orting* or RMSA.

This agreement will be in effect for the duration of my volunteer services beginning this date. Dated this _____ day of _____, 20 _____.

By: _____
City of Orting Representative

Volunteer's Signature

Address

City/State/Zip

Phone

IF UNDER 18 YEARS OF AGE, MUST ALSO HAVE PARENTAL/GUARDIAN CONSENT.

Parent/Guardian Signature

Address

City/State/Zip Code

Phone



**City Of Orting
Council Agenda Summary Sheet**

| | | | | |
|---|-----------------------------|-----------------------|----------------------|----------------|
| Subject: Economic Development Plan | | Committee | Study Session | Council |
| | Agenda Item #: | | AB18-67 | |
| | For Agenda of: | | 8.15.18 | |
| | Department: | Administration | | |
| | Date Submitted: | | | |
| Cost of Item: | <u>\$ Approx. \$157,000</u> | | | |
| Amount Budgeted: | <u>2019 Budget</u> | | | |
| Unexpended Balance: | <u>NA</u> | | | |
| Bars #: | | | | |
| Timeline: | 2019 budget Process | | | |
| Submitted By: | Mark Bethune | | | |
| Fiscal Note: | | | | |
| Attachments: | Plan | | | |
| SUMMARY STATEMENT: The City Administrator in coordination with the CGA committee developed an updated economic development plan. The plan takes into account the current city economic status, updates to current Comprehensive Plan, provides an updated "Strengths, Weaknesses, Opportunities and Threats (SWOT), and makes short term recommendations for improved economic development. | | | | |
| RECOMMENDED ACTION: REVIEW MATERIALS TO PREPARE FOR BUDGET DECISIONS | | | | |

Economic Development Strategic Plan – 2018

Vision: Orting is a safe, thriving and culturally diverse town nestled in the foothills of Mount Rainier; a charming place to live, work, play and do business.

Values: We strive for and value: Rich heritage of agriculture and community; Scenic trails, parks, and outdoor recreation; Flowing rivers, mountain view and stewardship of our natural resources; Cooperation with schools, the Washington State Soldiers' Home and civic organizations; Unique, accessible and expanding business community; Volunteers and loyal community members; Responsive representative government

Purpose: The purpose of this Economic Development Plan (EDP) is to help create a community that is congruent with the Vision and Values as developed by the Orting City Council. Economic baseline studies were completed in 2006 and 2015 and incorporated into the City's Comprehensive Plan. The studies examined Orting's future growth, the retail needs of this growing community and the strengths, weaknesses, opportunities and threats that help determine what economic enterprises may come. Given the needs and the opportunities, what businesses do we actually want to come to the city that are in line with the Vision and Values and how do we go about inviting them. Closely related to this is how do we stimulate and retain the businesses that are here now so that they can have the best opportunity to be successful. Some of these items are not entirely within our control. But the city can take definite steps that encourage the kind of growth and development that build a healthy community.

The Facts:

1. **Population:** The City will continue to grow in population. The estimated build-out population is 9,000. Actual annual growth is dependent upon the economic environment of the Puget Sound and the world economy. We can expect spurts of growth and then leveling off periods. Currently the economy would seem to be going into a leveling off period where growth could slow. In Orting there is pressure on developers to finish off current approved plats. These plats will account for about 300 more homes to be built which translates into 900 new citizens over the next three years. So the population will probably plateau at 9,000 in the year 2021 unless of course there are economic downturns. The overall service area population is expected to be about 20,000 in the next 20 years.
2. **Commercial Zones:** Orting has sufficient property zoned for residential development that can be served by utility capacity. The downtown area has a Mixed Use commercial zone which is limited by residential buildings that must be replaced or turned into small cottage type businesses or limited office space. In 2005 The city rezoned 55 buildable acres (Engfer and Gratzner farms) of previously residential land into Mixed Use. There is a serious shortage of land for industrial development although Light Industrial development could occur in the Mixed Use zone as "conditional Use". One of the serious challenges from this rezone is that infilling may take as long as 20 years.
3. **Employment:** The city lacks employment opportunities. There are about 950 jobs in the general urban area which is a job for about 17% of the community. The city should set a

target for job growth that maintains the Vision and Values. What should we reasonable expect? What is realistic? Any increase takes pressure off of SR 162 and the gridlock that is being experienced by all commuters. The City unsuccessfully tried to develop a larger industrial zone during the years of 2004-2008 and was unsuccessful largely due to the state's Growth Management Act which does not allow growth in Agricultural Resource lands (ARL). Orting is completely surrounded by ARL. How do we maintain our vision of being a "welcoming place to live" and value of open space? Do we press harder for family wage jobs or accept more retail jobs that typically produce lower paying jobs but give more opportunity for youth and those just coming to the job market.

4. **City Services and service level at risk:** When the construction stops the City will have a very difficult time providing the level of services that our citizens expect. Right now building permits account for almost a third of the city's general fund revenue. An increase in the commercial tax base would substantially mitigate the potential revenue shortfalls.
5. **Disposable Income leakage:** The City loses over \$64 million in disposable income in a retail leakage. Some of this is unavoidable given the lack of large discount retailers and automobile sales.
- 6: **Goals:**

1. **Increase Retail Business:** The 2015 economic baseline study indicated the need for 238,000 square feet of retail space. This is approximately 5-6 acres of land. There are some indicators that this amount of retail space is now less realistic given the significant changes occurring in the market place and the dominance of internet shopping. Also the increased cost of construction and the subsequent increase in per square foot leasing prices make brick and mortar retail difficult to sale. The report indicates the potential for the following types of retail:

- Another major grocer
- Gas and convenience stores
- Miscellaneous retail, apparel, specialty stores
- Food Services
- A used car dealership
- Consumer Electronics
- Furniture
- A motel/hotel, Bed and Breakfast facilities

6. **Create Light Industrial Opportunity:** The economic report indicates a demand for 15-20 acre industrial sites. Orting is limited by a lack of capacity in state transportation facilities but may still be sufficient for the right business. The Enger/Gratzer properties offer the best opportunity for this type of business. The City should probably be wary of warehouses business which usually provides few jobs and low tax revenue but gobbles up large sections of land.
7. **Create opportunity for more Office Space:** The report indicates Orting can support about 89,000 square feet of office space taking up about 2 acres of land. Again the Engfer/Gratzer properties offer excellent opportunities. The homes around the central area in the mixed use town center zone also allow for office space development.
8. **Increase Tourism:** The economic assessment report indicates that Tourism is probably one of the biggest opportunities for Orting given its location and proximity to Mt.

Rainier, the Foothills Trail and the two rivers. This supports the retail establishment as well as specialty vendors.

9. **Tiny businesses/home businesses:** There is currently a trend toward home businesses and the advent of tiny businesses which are often a business inside of another business. The City currently supports a summer Farmers Market which gives space for small business development. The potential for more development of these opportunities should receive consideration. The city should look at whether its current code is a barrier for small business and home businesses. This would include a new look at the business licensing code as well as zoning code.

Comprehensive Plan Economic Development Element Goals:

Goal ED 1 – Support economic growth through business retention, expansion, and formation consistent with the Comprehensive Plan vision and the other elements.

Policy ED 1.1 **Update** and maintain as assessment of Orting’s business strengths, weaknesses, opportunities, and threats (SWOT). (**done**)

Policy ED 1.2 Coordinate City investment in capital facilities projects with related business, employment, and economic development opportunities.

Policy ED 1.3 Promote local shopping

Policy ED 1.4 Coordinate with state, county and adjoining local government bodies to promote economic development

Goal ED2 – Promote the creation of family-wage jobs that will serve the residents of Orting.

Policy ED 2.1 Promote the development of corporate and medical office space

Policy ED 2.2 Ensure continued zoning of commercial space for **retail**, light industrial applications and office space.

Goal ED3 – Promote the installation of telecommunications technology and power capacity technology throughout the City in order to provide universal access to citizens, businesses, and institutions that is secure, reliable, and affordable.

Policy ED 3.1 Participate in seeking grant funding for improvement of infrastructure to support economic development.

Policy ED 3.2 Identify long-term infrastructure needs that support economic sustainability.

Policy ED 3.3 Ensure providers of telecommunication and power are aware of City commercial needs and have plans to meet that need.

Goal ED4 – Create public-private partnerships that will nurture entrepreneurship, innovation, and business growth.

Policy ED 4.1 Encourage economic sectors that:

- Pay higher-than-average wages;
- Bring new capital into the local economy;
- Can be sustained in the City;
- Maintain sound environmental practices; and
- Diversify the economic base.
- Encourage new business models

Policy ED 4.2 Ensure that City licensing and permitting practices and procedures are coherent, fair and expeditious. Where specialized industry requirements call for the inspection by government agencies, coordinate with those agencies to eliminate duplication of efforts.

Policy ED 4.3 Promote the infill and redevelopment of the downtown to enhance the sense of community, encourage pedestrian/bicycle mobility, and reduce the number and length of motorized shopping trips by working with property and business owners to market Orting, provide parking solutions, create anchor projects with public gathering places, and support the development of mixed use retail, office and residential projects.

Policy ED 4.4 Create anchor projects with public gathering places, and support the development of mixed use retail, office and residential projects.

Goal ED5 – Encourage diverse job options and entrepreneurial opportunities for people interested in full-time and part-time employment or desiring to own their own business.

Policy ED 5.1 Home-based businesses that are compatible with the character of adjoining properties and neighborhoods will be accommodated.

Goal ED6 – Promote business practices that protect the City’s natural beauty and environmental health.

Policy ED 6.1 Encourage the use of “green” materials and techniques in all types of construction.

Policy ED 6.2 Encourage public sector solid waste reduction and recycling.

Policy ED 6.3 Encourage existing and new commercial enterprises to become part of a linked cooperative whereby the by-products and waste of one enterprise become the raw materials of another.

Goal ED7 – Provide a variety of affordable housing choices so that people who work in Orting can live here.

Policy ED 7.1 Continue to monitor the progress in implementing the Housing Element and evaluate new ways of providing affordable housing.

Policy ED 7.2 Ensure permitting and utility connection charges are fair and equitable.

Goal ED 8 Promote Tourism

Policy ED 8.1 Promote the Foothills Trail as source of biking running, walking and healthy living. Promote Orting as the central hub of the trail – the place to start a trail experience.

Policy ED 8.2 Promote road related scenic tours that include travel through Orting.

Policy ED 8.3 Promote Orting as the gateway to camping, hiking, rock climbing, river recreation, through the Carbon River entrance to Mt. Rainier

Policy ED 8.4 Coordinate with other cities and communities in east Pierce County to develop tourism opportunities.

Policy ED 8.5 Promote Orting as a destination for fishing.

Policy ED 8.6 Promote Orting as a gateway for hunting.

Policy ED 8.7 Promote Agricultural Tourism in the Orting Valley.

Policy ED 9 Promote and Support Agriculture in Pierce County

Policy ED 9.1 Support the establishment of a food hub in City limits

Policy ED 9.2 Work with Pierce County and the farming community to brand Orting as the urban service center for Agriculture

Policy ED 9.3 Continue to provide city wide events including the Farmers Market and the Pumpkin Festival that support farming

SWOT Analysis

Strengths – (Internal and Inherent)

1. Atmosphere
 - a. Attractive geography, view of Mt. Rainier
 - b. Small town

- c. Welcoming community
- 2. Geographic strengths
 - a. Mount Rainier view and access
 - b. Relative proximity to Tacoma and Seattle
 - c. Agricultural valley and open space
 - i. Farmer's Market
 - ii. Organics farm cluster (Orting Valley Farms)
 - iii. Shultz's farm stand
 - d. Meridian Ave gridlock – brings customers from other communities through Orting (this can substantially impact city grid-lock on SR162)
- 3. Recreational opportunities
 - a. Foothills Trail access/parking
 - b. Great parks
 - i. Big toys
 - ii. Orting Depot
 - iii. Low cost to rent park facilities
 - iv. Dog Park
 - c. Well attended city wide events
 - i. Daffodil Parade
 - ii. Kingman Car Show
 - iii. Big O' Poker Run
 - iv. Summerfest
 - v. Red Hat Days
 - vi. Pumpkin Festival
 - d. Two rivers
 - i. Fishing
 - ii. Outdoor rec (dike hiking, tubing)
 - e. Sports facilities
 - i. Washington Rock Ball fields (with room for growth)
 - ii. School football stadium
 - iii. School ball fields
 - iv. Lions club and soccer clubs fields
 - f. Golf Course
 - g. Close to skiing (Crystal Mtn)
- 4. Demographics
 - a. Lower crime rate
 - b. Educated work force.
 - c. Quality school district.
 - d. Higher than average number of young families.
- 5. Economic strengths

- a. Reasonable cost of land and housing
 - b. Lower sales tax
 - c. Property available and zoned for commercial development (Engfer/Gratzer)
 - d. Some quality established “regional-known” businesses (Los Pinos Restaurant, Big J’s Sporting Goods, Legendary Pastries, Safeway, and Arrow Lumber)
 - e. Developed shopping centers with vacancies
 - f. Parking spaces in the downtown corridor
6. Municipal Strengths
- a. Quality utilities with capacity for growth
 - b. Solid public safety infrastructure
 - c. Permit process is fast and easy to access
 - d. Architectural Design – has produced attractive commercial construction

Weaknesses – (Internal and/or Inherent)

- 1. Geographic weakness
 - a. SR162 gridlock (Northbound A.M., Southbound P.M.)
 - b. Commuting distance and cost of gasoline
 - c. Lahar reputation
 - d. Flood plain
 - e. No urban growth area
 - f. No public transportation
- 2. Recreational weakness
 - a. No movie theater or late evening entertainment options
 - b. As yet undeveloped additional river access
- 3. Demographic weaknesses
 - a. Population too small for big business economic models
- 4. Economic weaknesses
 - a. Weak commercial base, lack of discount retail
 - b. Lack of local employment opportunities
 - c. Historic downtown does not have much retail that encourages pedestrians and outside visitors.
 - d. Business’s close early
 - e. No lodging
 - f. Lack of rental housing
- 5. Municipal weakness
 - a. Architectural Design Review – limitations on business facility design will be an obstacle for some vendors.
 - b. North town disconnect
 - c. Small City resources - small tax base, small general fund

Opportunities (Externally influenced)

1. Engfer/Gratzer Property development
2. Agriculture – Ag Business. Be the urban area for farming. Food processing, coops, education, training, organic education. Capitalize on Agriculture. Need partners.
3. Re-development downtown
4. Develop transportation alternatives
5. Annexation north (High Cedars to bridge)
6. Transit corridor – how to get them to stop and shop

Threats (Externally influenced)

1. Hazards including Lahar, volcanic activity, flooding, earthquake
2. Increased gridlock on SR162
 - a. Tehaleh and Bonney Lake plateau development
 - b. Southhill and Graham residential development
3. Continued lack of public transit
4. State and Federal
 - a. Risk to shared revenues
 - b. Unfunded mandates
 - c. Overly restrictive state and federal regulations

Short Term Economic Development Plan Strategies

1. Update the current economic development work and plan in the Community and Government Affairs Committee. Seek input from experts in economic development including Greg Easton (the writer of the current 2015 economic baseline report), County and State Economic development groups. (completed)
2. Develop a new City Web site to help carry out the economic development plan. The site will carry information important to prospective businesses including available commercial land and current vacancies, business desirable demographics, land use processes, and permitting processes. (in process, expect \$15,000 first year costs)
3. Amend the city's code to reduce barriers to home based business and tiny businesses.
4. Consider the implementation of city wifi at a low or no cost to citizens/businesses. (In process, early cost estimate of \$30,000)
5. Look at CERB grants to develop commercial property. (Requires Match, a planning grant of \$50,000 will require \$25,000 match).
6. Implement a "Saturday" market that will have a low cost entry for small business ideas. (will probably require \$2,500 city grant for first year)
7. Work with the owner(s) of the Gratzer/Engfer land to develop the MUTCN zoned property with retail, office space, and light industrial uses. There is significant pressure to reduce the retail requirement and to introduce more housing. If these kinds of proposals come forward the city will establish a public process to ensure citizen input into any potential changes to the MUTCN zoning and retail expectations.

8. Consider the development of a commercial kitchen and food hub. (Difficult to determine expense or how this would be funded. For instance, if the city builds a new city hall, could the old city hall be revamped to be a business incubator, commercial kitchen, and some potential food processing services. Probably at least a \$500,000 venture. Perhaps a joint venture with the county and grants might be possible).
9. Create a web based pamphlet/booklet that promotes existing Orting businesses. First year expense probably \$15,000.
10. Consider hiring a vendor who specializes in market assessment and development (Baxton presentation 2 years ago). \$150,000 over 3 years.

ECONOMIC DEVELOP PLAN BUDGET

2019 Budget

| | |
|---|-----------------------------------|
| New City website (included in communication plan) | \$15,000 |
| City wide wifi | \$30,000 |
| CERB grant match (if won) | \$25,000 |
| Saturday tiny business market | \$2,500 |
| Commercial Kitchen and Food Hub Feasibility Study | \$20,000 |
| Orting business marketing product | \$15,000 |
| Hire business development company | <u>\$50,000 (per year, 3 yrs)</u> |
| Total | \$157,500 |



**City Of Orting
Council Agenda Summary Sheet**

| | | | | |
|--|-----------------------|------------------|----------------------|----------------|
| Subject: External Marketing Plan | | Committee | Study Session | Council |
| | Agenda Item #: | | AB18-68 | |
| | For Agenda of: | | 8.15.18 | |
| | | | | |
| | Department: | Administration | | |
| Date Submitted: | | | | |

| | |
|----------------------------|-----------------|
| Cost of Item: | <u>\$3,500</u> |
| Amount Budgeted: | <u>\$16,400</u> |
| Unexpended Balance: | <u>\$ 7,400</u> |
| Bars #: | |

| | |
|----------------------|--|
| Timeline: | In advance of the upcoming Preparedness Fair and Pumpkin Festival. |
| Submitted By: | Mark Bethune |

Fiscal Note:

Attachments: Marketing Equipment and Budget

SUMMARY STATEMENT:

The city currently has virtually no equipment other than a tent and table and some brochures to display and communicate the City's emergency management plans, public works projects, facility plans, department news, or other City updates it wants the citizens to be aware of. The current equipment is not particularly professional. The attached budget and equipment is affordable for 2018 and would be used in the upcoming Emergency Preparedness Fair and the Pumpkin Festival.

RECOMMENDED ACTION: ADVANCE TO THE CONSENT AGENDA FOR THE MEETING OF 8/29/18.

Marketing Communication Equipment

| | Spent To Date | Budget | Left | New Marketing Effort | Balance |
|---------------------------------------|---------------|----------|----------|----------------------|---------|
| Council Office and Operating Supplies | \$277 | \$1,500 | \$1,223 | \$500 | \$723 |
| Streets Advertising/office supplies | \$400 | \$1,200 | \$800 | \$400 | \$400 |
| Parks Operating Supplies | \$1,500 | \$3,500 | \$2,000 | \$500 | \$1,800 |
| Water Fund Advertising | \$100 | \$500 | \$400 | \$200 | \$200 |
| Sewer Fund Advdvertising | \$0 | \$1,000 | \$1,000 | \$300 | \$700 |
| Storm Fund Advertising | \$0 | \$200 | \$200 | \$100 | \$100 |
| Emergency Services | | | | | |
| Preparedness Supplies | \$0 | \$1,000 | \$1,000 | \$500 | \$500 |
| Equipment | \$3,500 | \$7,500 | \$4,000 | \$1,000 | \$3,000 |
| | | \$16,400 | \$10,623 | \$3,500 | \$7,423 |

Prices Including Tax

| | |
|---------------------------------|--------------|
| Commerical level Tent with Logo | 1,100 |
| Backdrop | 800 |
| Pull up banners | 325 |
| 2 Portable small round tables | 175 |
| Apple table top computer - Used | 500 |
| Consultant fees | 300 |
| Supplies/frames | 300 |
| | <u>3,500</u> |



Canopy set includes frame, top graphic, canopy ropes & stakes (set of 4) and carrying bag with wheels. Light weight hexagon shaped commercial grade aluminium frames (will not corrode in salt water environments). Premium quality full colour dye sublimation printing on polyester fabric. Commercial grade fabric material - fire retardant, water resistant and UV coated.

Color: Multi color ; Silver

Size:

Material: Aluminum-Polyester

Production Time: 10 days

Product #: ASI-100958757

| | | | |
|----------|-----------|-----------|-----------|
| Quantity | 1 | 2 | 6 |
| Price | \$ 989.00 | \$ 959.00 | \$ 919.00 |

Price Includes: Frame, Printed Top Graphic, Canopy ropes & stakes (set of 4) and carrying bag...

Imprint Size:

Imprint Color: All Colors

Imprint Method: IMPRINT METHOD
Dye Sublimation Full Color Process

Comments:



Our ultra lightweight aluminum alloy fabric pop up display is an impressive backdrop for your tradeshow, exhibition, or conference. Hi-res printing with dye sublimation on premium quality fabric is fastened on the frame with hook and loop, which means you do not need to attach your image to the product each time you set it up. It is quick and easy set up of the fabric display. The graphic is stretched out as you set up the frame. The premium quality fabric is wrinkle resistant. Light weight aluminum frame with...

Color: Multi color

Size:

Material: Aluminum-Fabric

Production Time: 10 days

Product #: ASI-100958998

| | | | | |
|-----------------|-----------|-----------|------------|------------|
| Quantity | 1 | 2 | 6 | 10 |
| Price | \$ 750.00 | \$ 712.50 | \$ 677.083 | \$ 643.333 |

Price Includes: Hardware, Graphic and carry bag with trolley

Imprint Size:

Imprint Color: All Colors

Imprint Method: IMPRINT METHOD
 Dye Sublimation Full Color Process

Comments:

Item for your consideration

Literature Holders



Colapsable to fit in custom case \$90

1

2750



8.5"x11"- 4pk. \$44

8.5"x4"- 4pk. \$36

Tables



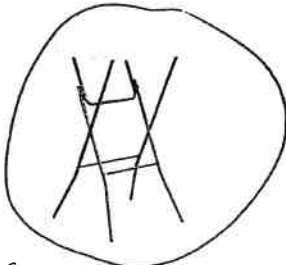
Adjustable Table \$62



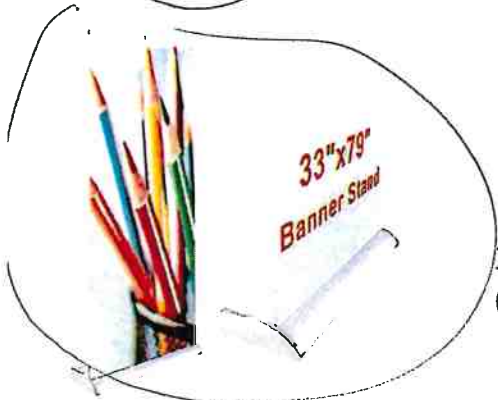
24"x24" portable table \$54

1,000 Tent
 300 Pullups
 Book drop
 800 Book Drop
 500 Computer
 300 Table
 200 Dan

3,100

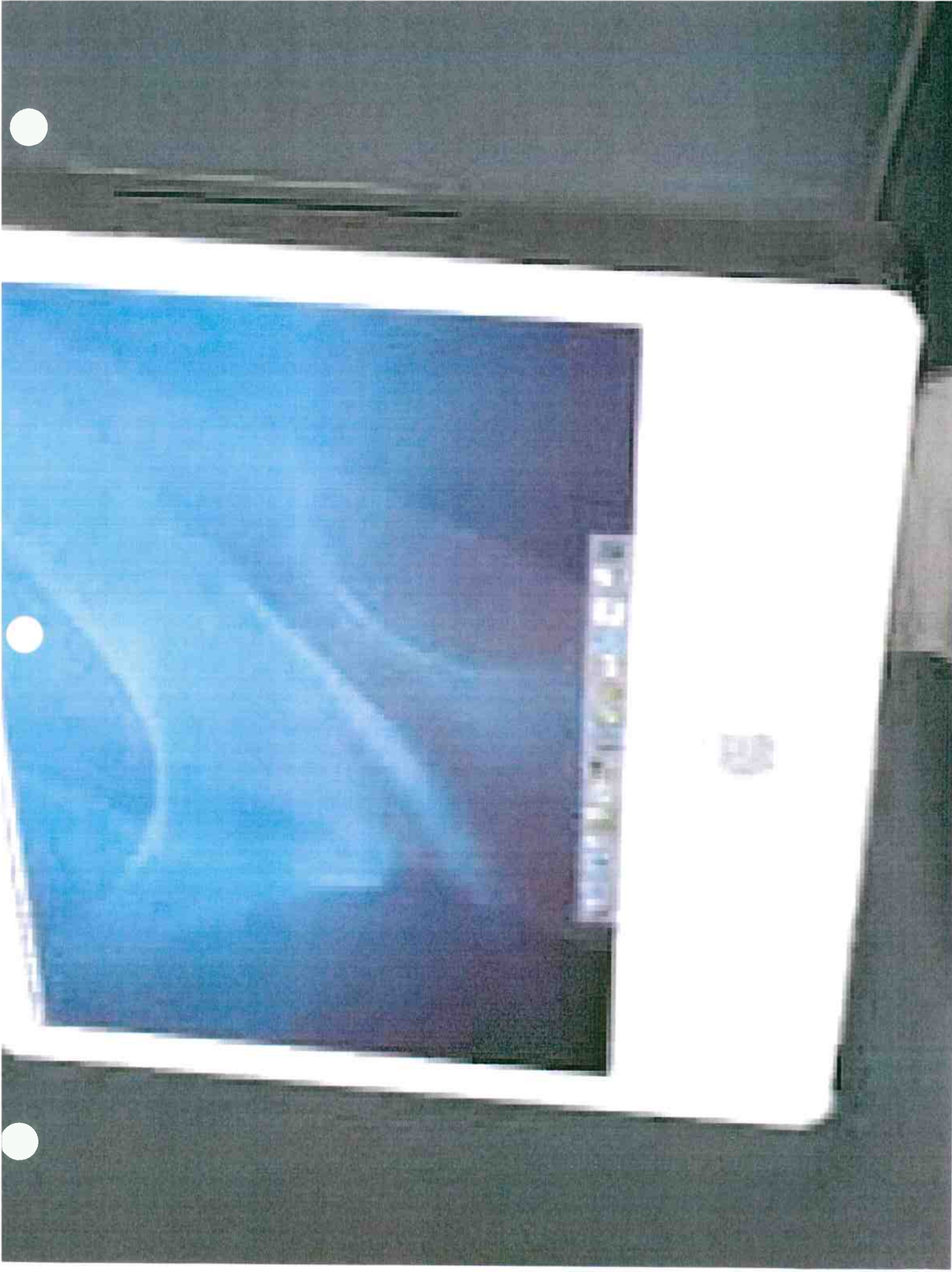


32" Round Table \$75 - 2



33"x80" full color 13oz. banner in retractable stand \$149
 (replaceable graphics @ \$4 per sq. ft.)

- 2





**City Of Orting
Council Agenda Summary Sheet**

| | | | | |
|---|----------------------------------|------------------|----------------------|----------------|
| Subject: Communication Plan | | Committee | Study Session | Council |
| | Agenda Item #: | | AB18-69 | |
| | For Agenda of: | | | |
| | Department: | Administration | | |
| | Date Submitted: | 8.9.18 | | |
| Cost of Item: | Approximately \$183,500 | | | |
| Amount Budgeted: | 2019 budget | | | |
| Unexpended Balance: | NA | | | |
| Bars #: | | | | |
| Timeline: | 2019 budget process | | | |
| Submitted By: | Mark Bethune, City Administrator | | | |
| Fiscal Note: | | | | |
| Attachments: | Plan | | | |
| <p>SUMMARY STATEMENT: The City is in need of a more robust communication plan to meet citizen needs as well as internal needs. Attached is such a plan that has been vetted by the Community and Governmental Affairs Committee. The individual items of the plan have been put into the first draft of the 2019 budget. The City staff already complete some of the items. Some items such as the use of social media require more council discussion and analysis. The city's current staffing does not allow for the complete implementation of this plan thus a communication consultant has been inserted that could help the set up systems and perhaps technology to implement more of the plan than can be done now.</p> | | | | |
| <p>RECOMMENDED ACTION: REVIEW MATERIALS TO PREPARE FOR BUDGET DECISIONS</p> | | | | |

Communication Plan – Orting, Washington

Introduction

The City of Orting recognizes the value of citizen involvement and the wealth of good information and resources that the citizens of Orting possess. It is important to increase the City's understanding of citizen concerns, ideas and values so that they can be utilized to make better decisions. The City must identify, create and budget adequate resources to engage citizens and citizen groups to enable them to effectively become a part of the City's decision making process.

The City also recognizes the value staff bring including expertise, concerns, and the need for pertinent and timely information for the city to be successful in carrying out its mission.

Much of the City's overall success is shaped by the quality of its communication efforts. Therefore, a proactive approach is needed to foster effective two-way communication.

Guiding Principals

Open Two-Way Communication – Ensure that information is shared throughout the community and the organization emphasizing two-way informational flow.

Community Problem Solving – Provide citizens with complete, accurate and timely information enabling them to make informed judgments. This will help the City to make the best decisions.

Proactive – The plan attempts to give the City the opportunity to tell its story rather than rely exclusively on others to interpret the City's actions, issues and decisions.

Decentralized – Strengthen direct communication between elected officials, City departments and citizens rather than trying to funnel all information through a central point of contact or department. This provides for more knowledgeable discourse, strengthens accountability and also makes it easier to access or provide information on City activities. This will require extensive training for staff.

Inclusive – Including everyone in the process builds teamwork and a feeling of belonging, breaking down feelings of us vs. them, which are common in many city governments and in many relationships of city government with citizens. The goal is to include everyone who cares to participate and to motivate those who are not currently engaged.

Strong and Consistent Messages – A successful communication plan is built on strong themes and is more effective than one with unrelated and scattered messages. The communication plan should support, reinforce and reflect the goals of the City government as established by the City Council and the City management, thus underscoring the idea of an organization with one common purpose: the citizens.

Targeted Audiences

Identifying and prioritizing target audiences are key components of a communication plan. Without such identification, a communication plan can slip into a "ready-fire-aim" approach rather than a planned approach.

Primary Target Audiences

- Citizens of Orting

Citizens of Orting are the highest priority targeted audience. Strengthening the relationship between City government and 8,000 – 9,000 residents is the starting point of a sound communications plan. There are numerous subsets to this audience including Neighborhoods/HOA's, Chamber of Commerce, Civic Groups, School District, Soldiers Home and businesses.

- Members of City boards, commissions and committees.

While these people are covered under the broad umbrella of #1, Citizens of Orting, the work they do on behalf of the community and government makes them a distinct and specific target audience.

- City Employees

People employed by the City of Orting in its various departments and agencies are an integral part of the success of the communication plan. Each individual reflects the organization in their daily work. An internal communication strategy will be necessary to ensure that employees have the information they need to do their work as well as to fend off rumors and wrong information that can lead to poor morale.

- News Media

The media are important because their coverage of the City government can have significant influence on the image of government by the public. Media includes a variety of print and broadcast.

Secondary Audiences

People outside of Orting, including area residents who primarily work and visit in Orting.

- Other local governments in east Pierce County and beyond.
- City government associations and organizations (AWC, Contractors, County Exec and County Council, State Reps, Federal Reps, State agencies).

Goals of the Communication Plan

- Ensure the Mayor and City Council are an active and integral part of the overall City Communication Plan.
- Improve City communication to and from Orting citizens, businesses and organizations.
- Improve two-way communication within the City organization.
- Enhance and improve community and media relations.
- Increase awareness, interest and participation of the citizens of Orting in government goals and activities.
- Break down feelings of "us vs. them" between the City government and the residents of Orting, between elected officials and staff and between departments and agencies.

- Increase awareness, interest and participation of City employees in the goals and activities of the City.
- Build organizational pride among employees and positive identification with the City government as a whole.

Strategies and Actions

Strategies

- Expand our communication research program, using both quantitative and qualitative research methods to measure attitudes and opinions (survey monkey, focus groups). This may require a consultant to develop a baseline of citizen ratings. (\$25,000)
Employ a multi-media and multi-level communication approach and monitor and fine-tune the existing communication tools and seek additional tools. What worked in the past may have outlived its usefulness and need to be abandoned and replaced with something else. Some people absorb information audibly and others absorb information visually. Be sure that the communication tools are diverse in order to reach various segments of the targeted audiences.
- Use interactive communication tools and techniques wherever and whenever possible to involve target audiences in the communication process and increase their commitment to the idea of community problem solving. (this will require IT work to save two way communications for future PRR's)

Actions

- Market Research
Conduct attitudinal surveys. The primary method will be using internet surveys that will be on the web site. These will be advertised on the reader board as well as utility bills. We will also continue to use the utility bill for surveys as well. The City attempted to do a focus group in 2016 with financial incentives but was unsuccessful. This research may need to be conducted by a consultant. (see above consultant expense).
- Communication Audit
Re-examine the Matrix Consulting document.

- Communications Training

Provide communication counseling and training for City officials and staff. This tactic includes communication counseling/training with the Mayor, Council Members, City Administrator and Department Heads as well as members of City commissions, committees and boards. We all *think* we do a good job of communicating, but without the benefit of others telling us their perception of how well we communicate we may never improve.

(2019 Budget Expense probably about \$2,500)

Communication Tools

External

1. *City Quarterly Newsletter /Utility Bill Insert/mail out*

Description: Quarterly, 11x17 bi-fold/tri-fold publication in four colors. Included in utility bills, the insert includes information submitted by city commissions, city programs, meeting dates, tips, general information.

Objective: To provide general City information to the community.

Strengths: Easy to read, flexible and attractive format.

Weaknesses: Timeliness is limited to an advance deadline. Mailed only to utility accounts. Will have to work with Invoice Cloud to ensure emailed copies go to paperless accounts. The cost of developing the newsletter (initial cost of software, staff time), and the increased postage cost.

Audience: All Orting utility accounts. **2019 Budget Expense:** \$15,000 annually

2. *Budget in Brief*

Description: 5.5 x 8.5 eight-page booklet in two colors.

Objective: To provide basic information about the current fiscal year budget. Includes pages called "Where the money comes from" and "Where the money goes". Mailed annually.

Strengths: Easy to read simple layout "not overwhelming".

Weaknesses: Attempts to simplify a very complex subject. Printing and mailing costs

Audience: Mailed to all Orting households.

2019 Budget Expense: \$10,000 annually

3. *Water Quality Report (H2O)*

Description: The City now sends notice to all citizens through the utility bill notifying them of the report and giving them three ways to view the report. They can get an email, a hard copy at city hall, or read the report on the city website. The report shows that the City meets the EPA requirement of providing a Consumer Confidence Report (CCR) on the quality of Orting's drinking water.

Objective: To exceed the EPA requirements and raise community's awareness of water as a precious resource, water conservation, water related capital project, Orting's water system and more.

Strengths: The CCR provides an opportunity to provide additional information about water.

Weaknesses: None.

Audience: All Orting households in the Orting water district.

Cost: This is already put together by the Public Works Clerk. The costs besides labor is for the mailing - \$1,000

4. *Web Page*

Description: Comprehensive web site designed to enable staff to post information from any desktop computer. The site contains the Monthly "Mayor's Corner" with recent city updates, information about department listings, calendar of City meetings and events, agendas and minutes for all Commissions, Committees and Council, . It offers easy access to City programs, services, documents and more. Viewers can request that news items, agendas, calendar postings etc. be automatically e-mailed when posted. Viewers can sign up for the "Mayor's Email" to get updates about the most current issues. Citizens will be able to make work order requests (2020)..

Objective: To provide "one-stop" access to City information via the Web. Cross reference information so that it is accessible from a variety of entry points.

Strengths: Extremely flexible and easy to read with a powerful search tool. Easy to keep current and to add or delete information.

Weaknesses: Is only available to citizens with Internet access. Requires significant updating by staff from each department who are already taxed.

Audience: Anyone with access to the Internet.

2019 Budget Expense: The City is planning to have a new web master and new website built in 2019. The cost is not yet certain but expected to be in the \$20,000 for the first year.

5. *Web Page Survey Tool*

Description: Simple surveys or questionnaires can be posted from the backend. Persons who have completed the survey can view results. Participation is limited to one entry per computer. At this time the city plans to use survey monkey.

Objective: To provide citizen's with a means of commenting and providing input on City issues from their desktop.

Strengths: Extremely flexible.

Weaknesses: Only available to citizens with Internet access. Citizens are being overwhelmed by surveys. Many will choose not to complete.

Audience: Anyone with access to the Internet.

2019 Budget Expense: Survey Monkey is \$100/month or \$1,200 for the year (best version)

6. **Television Broadcasts:** *PCTV*

Description: Public access television.

- Delayed broadcasts of one monthly City Council meetings each month. Broadcasts are replayed twice per week until the next meeting.
- Video with quarterly city stories for PCTV's Rainier Country.

Objective: Use public access television to provide information about City issues to the community.

Strengths: Low cost venue to provide information and transparency to citizens and region.

Weaknesses: Program scheduling is confusing. Difficult to determine what time City programs will air. Television viewers tend to "surf" channels and land on the public access channels by chance.

Audience: Pierce County Cable Television viewers.

2019 Budget Expense: None, provided through the city's PEG fees.

7. *Live Streaming of Council, Commissions, Committees*

Description: City will install cameras in new facilities to facilitate live streaming of Council, Commissions, and Committees. Live streaming will go to Facebook and YouTube.

Objective: Use social media and internet to provide information about City issues to the community.

Strengths: Relatively easy implementation especially with new facilities and built in cameras

Weaknesses: Requires staff time during evening hours. Requires internet access.

Audience: Citizens, all audiences

2019 Budget Expense: Will require one time purchase and installation of cameras (\$2,500), one time use of IT contract staff to implement (\$5,000), Overtime employees to manage camera (\$1500 monthly).

Total first year \$9,000

8. *Brochures*

Description: A variety of brochures are created in-house, including City services, Emergency Preparedness, Conservation, Utility Bill policy, and more. These are placed in display racks at City Hall and at the Multi-Purpose Center. They are mailed in response to inquiries and used as a resource by front-line staff.

Objective: To provide brief easy-to-understand information about City services and programs.

Strengths: Inexpensive, simple, easy to create.

Weaknesses: Limited distribution. Orting residents who come to city hall or see city booth at events

Audience: Orting residents.

2019 Budget Expense: Printing costs at \$500 annually.

9. *Assorted Printed Materials*

Description: Flyers, door hangers, postcards, maps, etc. are created as needed to provide information about City program and issues.

Objective: Support other communication tools with printed materials for targeted audiences.

Strengths: Provides specific information designed to targeted audience. E.g., door hangers for hotels to hang on bathroom doors asking guests to re-use towels to help reduce laundry thereby conserving water. Tent cards for restaurants alerting customers that water is served on request.

Weaknesses: Limited materials can be made in-house; most materials must be printed professionally.

Audience: Various targeted audiences depending on the message.

2019 Budget Expense: Printing \$200 annually

10. *News Releases*

Descriptions: A prepared news or publicity item about City of Orting business. News releases should be timely and relevant and contain the facts of the information. The release should include basic information: who, what, where, when, why and how.

Objectives: To provide the local media timely, accurate, and useful news about the City of Orting. Releases are emailed to the local media.

Strengths: Builds media relationship.

Weakness: Not always "picked-up" and used by the media. Requires expertise in media communications.

Audience: Local media.

2019 Budget Expense: None

11. *Public Service Announcements (PSA):*

Description: 30 second ad spots that air randomly on cable television.

Objective: To call attention to City programs and upcoming public meetings.

Strengths: Inexpensive, broad distribution, recognizable as City of Orting information.

Weaknesses: Airs during non-prime time, limited creativity, competes with many other ads.

Audience: Orting residents.

2019 Budget Expense: None

12. *Public Meetings*

Description: In addition to the regularly scheduled Council and assorted Committees and Commission meetings, which are always open for public comment, other public meetings targeted towards specific issues are also held as needed (ie Veterans Tiny Homes). The Mayor and Police Chief will hold twice annual town hall meeting in a business space such as restaurants or in the parks.

Objective: To present the community with an opportunity to express opinions face to face and give input on specific City issues.

Strengths: Attendees hear the opinions of others and have a greater appreciation for the issue as a whole beyond their own personnel opinions.

Weaknesses: Often attracts the same people again and again.

Audience: Either broad base citizenry, or specific targeted group.

2019 Budget Expense: None

Internal

13. *Employee Intranet web site*

Description: 8 x 14 single sheet full color newsletter distributed to all employees each month. The newsletter includes information on benefits, computer tips, new and retiring employees and more.

Effort will be made to ensure information is more pro-active rather than reactive.

Objective: Keep employees informed about issues that affect them directly including benefit changes, computer training opportunities, new employees, etc. Departments will report on the goals for the year and progress. Department heads can update on current work and successes as well as failures.

Strengths: Simple, easy to produce inexpensive.

Weaknesses: Can be time sensitive.

Audience: All City employees.

2019 Budget Expense: Intranet IT set up \$500. Software to keep data: ?

14. *All Users E-mail/Texting*

Description: Each City employee receives E-mail directed to "all users". E-mails include news releases, Council agendas, minutes, training opportunities etc.

Objective: Ensure that employees hear news from the organization before reading it in the papers or hearing it "on the street".

Strengths: Email and Texting already implemented. Quick and timely information.

Weaknesses: Not all employees check their e-mail on a regular basis.

Audience: Employees

2019 Budget Expense: IT software to capture texts undetermined: ?

15. *Department Head Meeting*

Description: Directors of the various departments gather every two weeks to review up-coming Council meetings, action items and to keep each other informed of issues in their own departments. The meetings provide an opportunity for department heads to keep abreast of what is happening in all departments not just their own. The meetings will include training segments that include supervisory strategies, HR law, and management best practices.

Objective: Ensure that all departments are familiar with broad issues related to City business.

Strengths: Regular face-to-face contact between department heads.

Weaknesses: Information is not always communicated to department staff.

Audience: Department Heads

2019 Budget Expense: None

16. *Department Meetings*

Descriptions: Each department meets regularly to exchange information and to update each other on issues and activities within the department and other departments.

Objective: Share information with all department employees about department business and citywide business.

Strengths: Provides an opportunity for employees to "catch-up" and "check-in" with each other.

Weaknesses: Because of busy schedules and conflicting meetings, department meetings are not always held on a regular basis.

Audience: Employees.

2019 Budget Expense: None

17. Employee Communication Guide

Description: Comprehensive handbook for all employees which includes information on the use of City graphics, city templates, working with the media, citizen participation, conducting meetings and more.

Strength: Easy to read, easy to reference.

Weaknesses: None

Audience: Primarily managers and support staff.

2019 Budget Cost: One time printing \$300

18. Talking Points

Description: Reference sheet provided to employees and Mayor and Council related to specific and often complicated issues. Talking Points generally contain the basics: who, what, where, when, why and how of an issue and enable employees to become familiar with an issue quickly and respond factually to citizen questions.

Strength: Easy to read, easy to reference.

Weakness: Requires significant executive staff training. Depending on the issue may require additional legal outside expertise.

Audience: Primarily front line staff: both internal and field personnel.

2019 budget expense: Staff Training \$1,500

19. *Videos and Television stories*

Description: PCTV produces three to four educational/informational videos. Videos should include, Tourism, Emergency Preparedness, and Economic Development. City stories will be provided for PCTV quarterly that can be run on the Rainier News show. The videos run prior to or immediately following a PCTV City of Orting broadcast. They are also available free of charge for citizens to borrow through the City Recorder's office and the Orting Public Library.

Objective: Provide visual and audio information on City issues and projects.

Strengths: Very effective communication tool. Professional and informative.

Weaknesses: Very limited audience/distribution. Requires a lot of staff time/coordination but is seen by very few people.

Audience: Citizens of Orting as well as potentially all Pierce County..

2019 Budget Expense: Tourism (city promotion) \$5,000; Hazard Mitigation \$2,500; Economic Development \$2,500. Regular quarterly stories for Rainier Country, no cost.

Total \$10,000

20. *Employee Advisory Committee*

Description: A representative of each of the two unions, of confidential employees, of mid-managers and of managers meet periodically to discuss employee relations and areas of potential improvement.

Strength: All segments of employees are represented allowing an opportunity for all "voices" to heard.

Weakness: Does not meet regularly. Issues and solutions can add to already heavy workloads.

Audience: Employees

2019 Budget Expense: None

21. Social Media: Facebook, Twitter

Description: Currently the Police Department has a Facebook page and uses Twitter. The Parks and Rec Department has a Facebook page. The City administration would develop a new Facebook page and a twitter account. Will require a new policy and procedure.

Objective: Reach out to new generation of citizens who use social media predominantly for communication and as source of information.

Strength: Facebook and Twitter continue to be strong sources for public information and recreation.

Weakness: Could require significant staff time, more than is available to keep sites up.

Audience: Orting Citizens

2019 Budget Expense: Software to maintain data?

22. City Informational Displays – At City Wide Events

Description: The city will participate with a booth at all annual events. The booth will allow free citizen movement inside to see and read the latest information on city projects, emergency management planning and education, opportunities to sign up for the Mayor's email list, opportunities to sign up for internet payment of utility bills and other city billings. The booth will be staffed by executive staff and/or, department heads, and Councilmembers.

Strengths: Excellent chance for face to face time with citizens by Councilmembers, Mayor and department managers. Could also be staffed by police officers.

Weaknesses: Difficult to get people to stop and see information. A lot of competition from other vendors.

Audience: Orting citizens as well as regional citizens who attend Orting events. 20

2019 Budget Expense: \$5,000

23. Hire a Communication Consultant

Description: Hire a media consultant to establish community satisfaction surveys as well as followup surveys, assist staff in setting up technology and systems to meet plan goals.

Strengths: Flexibility, high skill level

Weaknesses: Expensive, will staff be able to take over processes when consultation is complete?

Audience: Orting residents. **2019 Budget Expense:** 65,000 annually including benefits.

Total Costs

| | |
|---|------------------------|
| 1. Communication Consultant | \$65,000 |
| 2. Communication Tools | \$54,200 |
| 3. New Web Site | \$20,000 |
| 4. Software to hold data (anticipated) | <u>\$10,000</u> |
| Total | \$183,500 |



**City Of Orting
Council Agenda Summary Sheet**

| | | | | |
|---|------------------------|------------------|----------------------|----------------|
| Subject: Ordinance No. 2018-1034, Adopting New Orting Municipal Code Chapter 5-11, et seq., Establishing Registration Procedures For Properties Subject To Foreclosure Located Within The City Of Orting | | Committee | Study Session | Council |
| | Agenda Item #: | | AB18-70 | |
| | For Agenda of: | | 8.15.18 | |
| | Department: | Public Safety | | |
| | Date Submitted: | 4/9/18 | | |

Cost of Item: \$

Amount Budgeted: \$

Unexpended Balance: \$

Bars #:

Timeline:

Submitted By: **City Attorney**

Fiscal Note:

Attachments: (1) Draft Ordinance No. 2018-1034; (2) Spokane Municipal Code, 17F.070; (3) Bremerton Municipal Code, 6.10, et seq.; (4) MRSC Article, "What Can be Done About Zombie Properties"

SUMMARY STATEMENT:
 In an effort to provide Code Enforcement with additional tools to combat negative impacts caused by some properties in various stages of the foreclosure process (i.e., bank-owned), some cities in Washington (and throughout the country) have created abandoned property registries that require lenders to report and take maintenance actions with respect to said properties. Modeled after programs adopted by the cities of Spokane and Bremerton, this Ordinance would establish a requirement that the lender or other responsible party(ies) of properties that are in the foreclosure process register those properties with the City, regularly inspect said properties, ensure that they are secured against unlawful entry, and maintain the exterior of the property free from nuisance conditions. If adopted, the City would charge a "registration fee," to be set by Resolution of the Council; as well as a civil monetary penalty for non-compliance.

RECOMMENDED ACTION: Advance To The Council Meeting Of August 29th, 2018.

**CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2018-1034**

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO THE REGISTRATION OF
FORECLOSED PROPERTIES, ADOPTING NEW ORTING
MUNICIPAL CODE CHAPTER 5-11, ET SEQ.,
ESTABLISHING REGISTRATION PROCEDURES FOR
PROPERTIES SUBJECT TO FORECLOSURE LOCATED
WITHIN THE CITY OF ORTING; 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, pursuant to the powers conferred to it in the Chapter 35.80 RCW, the City seeks to reduce the number of vacant, abandoned or foreclosed buildings, homes or properties within the City; and

WHEREAS, the City Council believes properties which are, or are soon to be, vacant, foreclosed, or subject to foreclosure proceeding, have an adverse and deleterious impact on the vitality and livability of the areas in which they are located, and on the general well-being of the City and its residents; and

WHEREAS, the City Council believes the presence of vacant residential property in foreclosure pose endangerments to the public health or safety as a result of unsanitary or unsafe conditions, disruption of nearby public activities and expectations, degradation of community standards, and depreciation of property values; and

WHEREAS, in many instances, the owners, lenders and lienholders fail to adequately maintain and secure these vacant or abandoned properties, and code enforcement officials are hampered in their efforts to enforce various building and nuisance codes without information regarding the current status of ownership of vacant and abandoned foreclosed properties; and

WHEREAS, the City Council believes it necessary that certain registration and maintenance requirements be imposed on the owners of these properties in order to minimize, if not eliminate, some of the adverse effects those properties have on the City and its residents; and

WHEREAS, the City Council believes consistent monitoring of these properties would act as a deterrent to vandalism, and provide timely notice of decay, thereby protecting the value of the property and the area in which it is located; and

WHEREAS, it is in the best interests of the city of Orting to ensure sufficient information is made available to code enforcement officials to assure effective maintenance and preservation to vacant or abandoned foreclosed properties; and

WHEREAS, OMC Title 5 is inadequate and to address the needs of the Mayor and City Staff in controlling and abating vacant or abandoned foreclosed properties; and

WHEREAS, the City Council intends by this ordinance to protect the public health, safety, and welfare by adding to the City's nuisance abatement code for vacant or abandoned foreclosed property to establish registration procedures; and

WHEREAS, the City Council has considered this Ordinance, together with all public comment, and has determined that the proposed amendments 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; and

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

Section 1. OMC Title 5, Chapter 11, Adopted. Orting Municipal Code Title 5, Chapter 11 is hereby enacted to read as follows:

Chapter 11
ABANDONED PROPERTY REGISTRATION PROGRAM

5-11-1: PURPOSE

5-11-2: DEFINITIONS

5-11-3: REGISTRY ESTABLISHED; PROCEDURES

5-11-4: MAINTENANCE AND MONITORING OF REGISTERED PROPERTIES

5-11-5: PENALTY

5-11-1: PURPOSE

It is the purpose and intent of the City of Orting, through the adoption of this chapter, to establish a Foreclosure Property Registration Program in order to protect the community from the deterioration, crime, and decline in value in neighborhoods caused by properties in various stages of the foreclosure process, and to identify, regulate, limit, and reduce the number of those properties within the City of Orting. It is the policy and intent of the City to establish a requirement that the lender or other responsible party(ies) of properties that are in the foreclosure process register those properties with the City, as set forth in this chapter, in order to protect the neighborhoods from the negative impacts of absentee ownership and lack of adequate maintenance and security for properties in the foreclosure process.

5-11-2: DEFINITIONS

As used in this chapter, the following terms have the meanings indicated unless the context clearly indicates otherwise:

“Enforcement Officer” or “Code Enforcement Officers” refers to the City’s Code Enforcement Officer (defined at OMC 1-13-2) or his or her designee, the City Administrator or his or her designee, or the Building Official or his or her designee.

“Evidence of Foreclosure Status” means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is a Foreclosure Property. Such conditions include, but are not limited to, overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or debris; statements by neighbors, passersby, delivery agents, or government employees that the property is in foreclosure; the presence of boards over doors, windows or other openings in violation of applicable building code; and for residential properties, the absence of window coverings such as curtains, blinds, and/or shutters; the absence of furnishings and/or personal items consistent with residential habitation.

“Foreclosure” means the legal processes described in Title 61, Revised Code of Washington, in which a mortgagee or other lien holder terminates a property owner’s equitable right of redemption to obtain legal and equitable title to the real property pledged as security for a debt or the real property subject to the lien. For purposes of this section, the foreclosure process is not concluded until the property obtained by the mortgagee, lien holder, or their designee, by certificate of title or other means, is sold to a non-related, bona fide purchaser in an arms’-length transaction to satisfy the debt or lien.

“Foreclosure Property” means a property that is (1) under a current notice of default and/or notice of trustee’s sale; (2) the subject of a pending tax assessor’s lien sale; (3) the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; (4) a property title to which has been transferred under a deed in lieu of foreclosure/sale, or (5) subject to a contract forfeiture. Property acquired by a government agency at a tax foreclosure sale under chapter 84.64 RCW is not "Foreclosure Property" within the meaning of this section. For purposes of this section, a property remains a Foreclosure Property until it is sold at an arms’-length transaction to a non-related bona fide purchaser or until the foreclosure action has been dismissed and any default has been cured.

“Lender” means any person who makes, extends, holds, or services a real estate loan agreement and includes, but is not limited to, mortgagees; beneficiaries under deeds of trust; underwriters under deeds of trust; vendors under conditional land sales contracts; trustees and a successor in interest to any mortgagee, beneficiary, vendor or trustee and any other lien holder on the property. The term also includes any mortgagee, beneficiary or trustee that accepts a deed in lieu of foreclosure.

“Owner” means any individual or group of natural persons, partnership, association, corporation or other entity having legal or beneficial title in real property including any borrower.

“Property” means any unimproved or improved, residential or commercial real property, or portion thereof, situated in the City, and includes the buildings or structures located on the property regardless of condition.

“Responsible Party” means any person, partnership, association, corporation, or fiduciary having legal or equitable title to or any interest in any real property, including but not limited to an Owner, and Lender, as defined in this chapter, as well as individual property manager, property management company, or similar person or entity, responsible for and having the authority to make decisions and required expenditures concerning, the maintenance and security of a Foreclosure Property and the abatement of nuisance conditions at the property

5-11-3: REGISTRY ESTABLISHED; PROCEDURES

The City shall establish and maintain a Foreclosure Property Registry to implement the terms of this chapter. The Registry shall be maintained by the Building Department, in conjunction with the Code Enforcement Department, who shall develop procedures to implement this section which are consistent with and do not conflict with this chapter, the Orting Municipal Code, or Washington law.

A. Registration of Foreclosure Properties.

1. **Inspection Required.** Any Lender who holds a security interest on a property located within the City of Orting which is under a current notice of default, is under a current notice of trustee’s sale, is the subject of a pending tax assessor’s lien sale, has been the subject of a foreclosure where the title was retained by the beneficiary of the deed of trust involved in the foreclosure, or was transferred under a deed in lieu of foreclosure/sale must perform an inspection of the property to determine whether the property is vacant within 14 days of the notice of default or other applicable proceedings to begin the foreclosure process. The Enforcement Officer can also inspect the property and trigger the registration process. If the property is found to be vacant or shows evidence of vacancy, it is deemed abandoned and shall be registered with the City in accordance with this chapter.
2. **Registration Required.** Any Lender(s) or other Responsible Party(ies) of a Foreclosure Property as defined in this chapter shall register that property with the City of Orting within ten (10) days of the property becoming a Foreclosure Property within the meaning of this chapter by submitting an application pursuant to this chapter. All registrations are valid for one year. Once registered, the Lender(s) or other Responsible Party(ies) shall renew the registration of the Foreclosure Property with the City every twelve (12) months, until the property is no longer a Foreclosure Property within the meaning of this chapter. A separate registration is required for each property.
3. **Application for Registry.** The content of the registration application shall include:
 - a. Proof of ownership, or financial interest, such as a lien or loan,
 - b. The name, address, phone number, and email address for the Owner, Lender, and Responsible Party and twenty-four hour contact phone number of the respective entity; and
 - c. Documentation which adequately demonstrates the property is foreclosed, pending foreclosure, or subject to foreclosure, trustee’s sale, tax assessor’s lien

sale or other legal proceedings. The adequacy of the documentation provided shall be at the City's discretion.

4. The Lender, Owner, or Responsible Party shall notify the City within ten (10) days of the date of any change in the information contained in the registration. Lenders, Owners, or Responsible Parties who have existing Foreclosure Properties upon enactment of this chapter shall have 30 calendar days from the effective date to register the property with City. A separate registration is required for each property.
 5. Upon application for the registry, the Lender, Owner, or Responsible Party shall remit an initial registration fee to the City, the amount of which shall be set by resolution of the City Council.
- B. **Removal from Registry.** A property may only be removed from the Foreclosure Property registry upon the Lender's, Owner's, or Responsible Party's written certification that (1) the mortgage or lien on the property has been satisfied or legally discharged, (2) the property is no longer in mortgage default, or (3) the Foreclosure Property has been sold to a non-related party in a bona-fide, arms' length transaction. The following shall not be a valid basis for removal from the registry: a Lender's statement that it no longer desires to pursue foreclosure; evidence of dismissal of lis pendens and/or summary of final judgment and/or certificate of title, or similar documentation, such as deed in lieu of foreclosure.
- C. **Transfer of Ownership.** If the mortgage on a registered Foreclosure Property is transferred, the transferee shall be subject to the requirements of this section and shall, within five (5) days of the transfer of the mortgage, register the property as a new registration in accordance with this section. Any previously unpaid registration fees are the responsibility of the transferee and are due and payable upon the new registration.
- D. **Sale of Foreclosure Property.** If the mortgagee sells a Foreclosure Property in an arms'-length transaction to a non-related person or entity, the transferee is subject to the terms of this section and shall register the property as a new registration under this section within five (5) days of the sale. Any previously unpaid registration fees shall be the responsibility of the new owner. For purposes of this chapter, a transfer to another entity which is under common ownership with the Lender, as determined in the sole discretion of the City, is not an arms' length transaction.

5-11-4: MAINTENANCE AND MONITORING OF REGISTERED PROPERTIES

- A. Minimum Property Inspection and Maintenance Requirements. While a Foreclosure Property is registered, the Lender or Responsible Party shall be required to inspect the Foreclosure Property monthly, or more frequently as necessary to prevent the creation of a nuisance, and shall:
1. Maintain and keep Foreclosure Property free of conditions including, but not limited to: weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles, accumulation of newspapers, circulars, flyers, notices (except those required

by federal, state, or local law), and discarded personal items including, but not limited to, furniture, clothing, or large and small appliances;

2. Graffiti, tagging, or similar markings shall be removed or painted over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure;
3. Secure ponds, pools and hot tubs and ensure that they do not become a public nuisance;
4. Secure the Foreclosure Property to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. Preferred material for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure, or is of a material that mimics glazed windows and intact doors;
5. Post the property with no trespassing signs and current emergency contact information for the agent; and
6. Take any other action necessary to prevent giving the appearance that the property is abandoned.

B. City Monitoring of Registered Properties. Upon registration, the City will provide regular monitoring of Foreclosure Properties including, but not limited to, periodic site visitation. The City's monitoring of Foreclosure Properties does not relieve the Lender or other Responsible Party from monitoring and maintaining the property as required by this chapter. As part of the Foreclosure Property registration, the Owner, Lender, or Responsible Party, or other person having legal authority for the property shall authorize the City to enter onto the property for monitoring purposes.

5-11-5: PENALTY AND APPEAL

Any violation of this chapter shall be subject to enforcement under the procedures set out in Ch. 1-13 OMC, and the person(s) responsible for the violation(s) shall incur a civil monetary penalty of \$100 for each day of continued non-compliance. Payment of a monetary penalty pursuant to this chapter does not relieve the person(s) responsible(s) for the violation of the duty to correct the violation. Enforcement action taken by this City in accordance with this chapter may be appealed in accordance with the procedures set out in Ch. 1-13 OMC and Ch. 1-12 OMC.

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. Codification of Amendments. The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the amendments, and publish the amended code.

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 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

Filed with the City Clerk:
Passed by the City Council:
Date of Publication:
Effective Date:



**City Of Orting
Council Agenda Summary Sheet**

| | | | | |
|---|------------------------|------------------|----------------------|----------------|
| Subject: Ordinance No. 2018-1034, Adopting New Orting Municipal Code Chapter 5-11, et seq., Establishing Registration Procedures For Properties Subject To Foreclosure Located Within The City Of Orting | | Committee | Study Session | Council |
| | Agenda Item #: | | AB18-70 | |
| | For Agenda of: | | 8.15.18 | |
| | Department: | Public Safety | | |
| | Date Submitted: | 4/9/18 | | |

Cost of Item: \$

Amount Budgeted: \$

Unexpended Balance: \$

Bars #:

Timeline:

Submitted By: **City Attorney**

Fiscal Note:

Attachments: (1) Draft Ordinance No. 2018-1034; (2) Spokane Municipal Code, 17F.070; (3) Bremerton Municipal Code, 6.10, et seq.; (4) MRSC Article, "What Can be Done About Zombie Properties"

SUMMARY STATEMENT:
 In an effort to provide Code Enforcement with additional tools to combat negative impacts caused by some properties in various stages of the foreclosure process (i.e., bank-owned), some cities in Washington (and throughout the country) have created abandoned property registries that require lenders to report and take maintenance actions with respect to said properties. Modeled after programs adopted by the cities of Spokane and Bremerton, this Ordinance would establish a requirement that the lender or other responsible party(ies) of properties that are in the foreclosure process register those properties with the City, regularly inspect said properties, ensure that they are secured against unlawful entry, and maintain the exterior of the property free from nuisance conditions. If adopted, the City would charge a "registration fee," to be set by Resolution of the Council; as well as a civil monetary penalty for non-compliance.

RECOMMENDED ACTION: Advance To The Council Meeting Of August 29th, 2018.

**CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2018-1034**

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO THE REGISTRATION OF
FORECLOSED PROPERTIES, ADOPTING NEW ORTING
MUNICIPAL CODE CHAPTER 5-11, ET SEQ.,
ESTABLISHING REGISTRATION PROCEDURES FOR
PROPERTIES SUBJECT TO FORECLOSURE LOCATED
WITHIN THE CITY OF ORTING; 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, pursuant to the powers conferred to it in the Chapter 35.80 RCW, the City seeks to reduce the number of vacant, abandoned or foreclosed buildings, homes or properties within the City; and

WHEREAS, the City Council believes properties which are, or are soon to be, vacant, foreclosed, or subject to foreclosure proceeding, have an adverse and deleterious impact on the vitality and livability of the areas in which they are located, and on the general well-being of the City and its residents; and

WHEREAS, the City Council believes the presence of vacant residential property in foreclosure pose endangerments to the public health or safety as a result of unsanitary or unsafe conditions, disruption of nearby public activities and expectations, degradation of community standards, and depreciation of property values; and

WHEREAS, in many instances, the owners, lenders and lienholders fail to adequately maintain and secure these vacant or abandoned properties, and code enforcement officials are hampered in their efforts to enforce various building and nuisance codes without information regarding the current status of ownership of vacant and abandoned foreclosed properties; and

WHEREAS, the City Council believes it necessary that certain registration and maintenance requirements be imposed on the owners of these properties in order to minimize, if not eliminate, some of the adverse effects those properties have on the City and its residents; and

WHEREAS, the City Council believes consistent monitoring of these properties would act as a deterrent to vandalism, and provide timely notice of decay, thereby protecting the value of the property and the area in which it is located; and

WHEREAS, it is in the best interests of the city of Orting to ensure sufficient information is made available to code enforcement officials to assure effective maintenance and preservation to vacant or abandoned foreclosed properties; and

WHEREAS, OMC Title 5 is inadequate and to address the needs of the Mayor and City Staff in controlling and abating vacant or abandoned foreclosed properties; and

WHEREAS, the City Council intends by this ordinance to protect the public health, safety, and welfare by adding to the City's nuisance abatement code for vacant or abandoned foreclosed property to establish registration procedures; and

WHEREAS, the City Council has considered this Ordinance, together with all public comment, and has determined that the proposed amendments 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; and

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

Section 1. OMC Title 5, Chapter 11, Adopted. Orting Municipal Code Title 5, Chapter 11 is hereby enacted to read as follows:

Chapter 11
ABANDONED PROPERTY REGISTRATION PROGRAM

5-11-1: PURPOSE

5-11-2: DEFINITIONS

5-11-3: REGISTRY ESTABLISHED; PROCEDURES

5-11-4: MAINTENANCE AND MONITORING OF REGISTERED PROPERTIES

5-11-5: PENALTY

5-11-1: PURPOSE

It is the purpose and intent of the City of Orting, through the adoption of this chapter, to establish a Foreclosure Property Registration Program in order to protect the community from the deterioration, crime, and decline in value in neighborhoods caused by properties in various stages of the foreclosure process, and to identify, regulate, limit, and reduce the number of those properties within the City of Orting. It is the policy and intent of the City to establish a requirement that the lender or other responsible party(ies) of properties that are in the foreclosure process register those properties with the City, as set forth in this chapter, in order to protect the neighborhoods from the negative impacts of absentee ownership and lack of adequate maintenance and security for properties in the foreclosure process.

5-11-2: DEFINITIONS

As used in this chapter, the following terms have the meanings indicated unless the context clearly indicates otherwise:

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“Foreclosure” means the legal processes described in Title 61, Revised Code of Washington, in which a mortgagee or other lien holder terminates a property owner’s equitable right of redemption to obtain legal and equitable title to the real property pledged as security for a debt or the real property subject to the lien. For purposes of this section, the foreclosure process is not concluded until the property obtained by the mortgagee, lien holder, or their designee, by certificate of title or other means, is sold to a non-related, bona fide purchaser in an arms’-length transaction to satisfy the debt or lien.

“Foreclosure Property” means a property that is (1) under a current notice of default and/or notice of trustee’s sale; (2) the subject of a pending tax assessor’s lien sale; (3) the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; (4) a property title to which has been transferred under a deed in lieu of foreclosure/sale, or (5) subject to a contract forfeiture. Property acquired by a government agency at a tax foreclosure sale under chapter 84.64 RCW is not "Foreclosure Property" within the meaning of this section. For purposes of this section, a property remains a Foreclosure Property until it is sold at an arms’-length transaction to a non-related bona fide purchaser or until the foreclosure action has been dismissed and any default has been cured.

“Lender” means any person who makes, extends, holds, or services a real estate loan agreement and includes, but is not limited to, mortgagees; beneficiaries under deeds of trust; underwriters under deeds of trust; vendors under conditional land sales contracts; trustees and a successor in interest to any mortgagee, beneficiary, vendor or trustee and any other lien holder on the property. The term also includes any mortgagee, beneficiary or trustee that accepts a deed in lieu of foreclosure.

“Owner” means any individual or group of natural persons, partnership, association, corporation or other entity having legal or beneficial title in real property including any borrower.

“Property” means any unimproved or improved, residential or commercial real property, or portion thereof, situated in the City, and includes the buildings or structures located on the property regardless of condition.

“Responsible Party” means any person, partnership, association, corporation, or fiduciary having legal or equitable title to or any interest in any real property, including but not limited to an Owner, and Lender, as defined in this chapter, as well as individual property manager, property management company, or similar person or entity, responsible for and having the authority to make decisions and required expenditures concerning, the maintenance and security of a Foreclosure Property and the abatement of nuisance conditions at the property

5-11-3: REGISTRY ESTABLISHED; PROCEDURES

The City shall establish and maintain a Foreclosure Property Registry to implement the terms of this chapter. The Registry shall be maintained by the Building Department, in conjunction with the Code Enforcement Department, who shall develop procedures to implement this section which are consistent with and do not conflict with this chapter, the Orting Municipal Code, or Washington law.

A. Registration of Foreclosure Properties.

1. **Inspection Required.** Any Lender who holds a security interest on a property located within the City of Orting which is under a current notice of default, is under a current notice of trustee’s sale, is the subject of a pending tax assessor’s lien sale, has been the subject of a foreclosure where the title was retained by the beneficiary of the deed of trust involved in the foreclosure, or was transferred under a deed in lieu of foreclosure/sale must perform an inspection of the property to determine whether the property is vacant within 14 days of the notice of default or other applicable proceedings to begin the foreclosure process. The Enforcement Officer can also inspect the property and trigger the registration process. If the property is found to be vacant or shows evidence of vacancy, it is deemed abandoned and shall be registered with the City in accordance with this chapter.
2. **Registration Required.** Any Lender(s) or other Responsible Party(ies) of a Foreclosure Property as defined in this chapter shall register that property with the City of Orting within ten (10) days of the property becoming a Foreclosure Property within the meaning of this chapter by submitting an application pursuant to this chapter. All registrations are valid for one year. Once registered, the Lender(s) or other Responsible Party(ies) shall renew the registration of the Foreclosure Property with the City every twelve (12) months, until the property is no longer a Foreclosure Property within the meaning of this chapter. A separate registration is required for each property.
3. **Application for Registry.** The content of the registration application shall include:
 - a. Proof of ownership, or financial interest, such as a lien or loan,
 - b. The name, address, phone number, and email address for the Owner, Lender, and Responsible Party and twenty-four hour contact phone number of the respective entity; and
 - c. Documentation which adequately demonstrates the property is foreclosed, pending foreclosure, or subject to foreclosure, trustee’s sale, tax assessor’s lien

sale or other legal proceedings. The adequacy of the documentation provided shall be at the City's discretion.

4. The Lender, Owner, or Responsible Party shall notify the City within ten (10) days of the date of any change in the information contained in the registration. Lenders, Owners, or Responsible Parties who have existing Foreclosure Properties upon enactment of this chapter shall have 30 calendar days from the effective date to register the property with City. A separate registration is required for each property.
 5. Upon application for the registry, the Lender, Owner, or Responsible Party shall remit an initial registration fee to the City, the amount of which shall be set by resolution of the City Council.
- B. **Removal from Registry.** A property may only be removed from the Foreclosure Property registry upon the Lender's, Owner's, or Responsible Party's written certification that (1) the mortgage or lien on the property has been satisfied or legally discharged, (2) the property is no longer in mortgage default, or (3) the Foreclosure Property has been sold to a non-related party in a bona-fide, arms' length transaction. The following shall not be a valid basis for removal from the registry: a Lender's statement that it no longer desires to pursue foreclosure; evidence of dismissal of lis pendens and/or summary of final judgment and/or certificate of title, or similar documentation, such as deed in lieu of foreclosure.
- C. **Transfer of Ownership.** If the mortgage on a registered Foreclosure Property is transferred, the transferee shall be subject to the requirements of this section and shall, within five (5) days of the transfer of the mortgage, register the property as a new registration in accordance with this section. Any previously unpaid registration fees are the responsibility of the transferee and are due and payable upon the new registration.
- D. **Sale of Foreclosure Property.** If the mortgagee sells a Foreclosure Property in an arms'-length transaction to a non-related person or entity, the transferee is subject to the terms of this section and shall register the property as a new registration under this section within five (5) days of the sale. Any previously unpaid registration fees shall be the responsibility of the new owner. For purposes of this chapter, a transfer to another entity which is under common ownership with the Lender, as determined in the sole discretion of the City, is not an arms' length transaction.

5-11-4: MAINTENANCE AND MONITORING OF REGISTERED PROPERTIES

- A. Minimum Property Inspection and Maintenance Requirements. While a Foreclosure Property is registered, the Lender or Responsible Party shall be required to inspect the Foreclosure Property monthly, or more frequently as necessary to prevent the creation of a nuisance, and shall:
1. Maintain and keep Foreclosure Property free of conditions including, but not limited to: weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles, accumulation of newspapers, circulars, flyers, notices (except those required

by federal, state, or local law), and discarded personal items including, but not limited to, furniture, clothing, or large and small appliances;

2. Graffiti, tagging, or similar markings shall be removed or painted over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure;
3. Secure ponds, pools and hot tubs and ensure that they do not become a public nuisance;
4. Secure the Foreclosure Property to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. Preferred material for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure, or is of a material that mimics glazed windows and intact doors;
5. Post the property with no trespassing signs and current emergency contact information for the agent; and
6. Take any other action necessary to prevent giving the appearance that the property is abandoned.

B. City Monitoring of Registered Properties. Upon registration, the City will provide regular monitoring of Foreclosure Properties including, but not limited to, periodic site visitation. The City's monitoring of Foreclosure Properties does not relieve the Lender or other Responsible Party from monitoring and maintaining the property as required by this chapter. As part of the Foreclosure Property registration, the Owner, Lender, or Responsible Party, or other person having legal authority for the property shall authorize the City to enter onto the property for monitoring purposes.

5-11-5: PENALTY AND APPEAL

Any violation of this chapter shall be subject to enforcement under the procedures set out in Ch. 1-13 OMC, and the person(s) responsible for the violation(s) shall incur a civil monetary penalty of \$100 for each day of continued non-compliance. Payment of a monetary penalty pursuant to this chapter does not relieve the person(s) responsible(s) for the violation of the duty to correct the violation. Enforcement action taken by this City in accordance with this chapter may be appealed in accordance with the procedures set out in Ch. 1-13 OMC and Ch. 1-12 OMC.

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. Codification of Amendments. The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the amendments, and publish the amended code.

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 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

Filed with the City Clerk:
Passed by the City Council:
Date of Publication:
Effective Date:



THE ZOMBIE EFFECT

ABANDONED HOMES HAVE A NUMBER OF NEGATIVE IMPLICATIONS FOR CITIES, AMONG THEM:

CRIME

Vandalism, trespass, theft, and drug activity often occur in or around zombie homes

PUBLIC SAFETY

Unmaintained homes or those occupied by squatters increase risk of fire, structural collapse, and other accidents

PROPERTY VALUES

Zombie homes are often eyesores that affect street appeal and surrounding home values

COMMUNITY COHESION

Abandoned homes separate neighbors and foster distrust

TAX REVENUE

Declining values of zombie homes and surrounding homes limit cities' revenue potential for the properties

BRIAHNA MURRAY, VP Governmental Affairs, Gordon Thomas Honeywell

CLEANUP CREWS

A NEW BILL HELPS CITIES AND BANKS DEAL WITH NUISANCE PROPERTIES

AN ABANDONED NUISANCE PROPERTY impacts an entire neighborhood, attracting squatters, vandalism, and crime and reducing adjacent property values. Neighbors to such properties frequently call their city to complain. Exacerbating the problem, in 2016 the Supreme Court ruled in *Jordan v. Nationstar* that banks cannot access homes mid-foreclosure, even when the home is abandoned and a nuisance. With banks no longer able to perform maintenance on homes that are mid-foreclosure, the burden fell to cities to intervene and perform nuisance abatements.

During the 2018 legislative session, Rep. Tina Orwall (D-Des Moines) led a stakeholder process with cities, banks, and homeowner advocates that culminated in the passage of Engrossed Second Substitute House Bill 2057 (E2SHB 2057). This omnibus bill provides cities with greater tools to address nuisance properties and gives banks access to nuisance properties that are mid-foreclosure, all while protecting homeowner interests.

One of the main benefits of E2SHB 2057 is it allows cities to better recover costs for conducting nuisance abatements on homes that are mid-foreclosure. Under current law, cities are limited in their ability to recover the costs of conducting a nuisance abatement to a \$2,000 first-priority lien against the property. Cities dip into their general fund to complete nuisance abatements, taking away from other essential services.

E2SHB 2057 allows banks to secure homes that are mid-foreclosure, and allows cities increased cost recovery for conducting nuisance abatements. Under the bill, the city can send an affidavit or declaration finding a home to be (1) abandoned, (2) mid-foreclosure, and (3) a nuisance to a mortgage servicer. The mortgage servicer can then access the home to abate the nuisance and secure the property. If the mortgage servicer fails to do so, the city can conduct a nuisance abatement action under its current authority, and fully recover its costs by placing an unlimited first-priority lien on the property. (Cities may also place such a lien for their nuisance abatement costs on an unmaintained bank-owned property.)

The bill also provides a mechanism for a mortgage servicer to ask the city to issue an affidavit indicating that a home is abandoned and a nuisance. The city is responsible for responding and indicating that (1) the home is not abandoned and a nuisance; (2) the home is abandoned and a nuisance, and the mortgage servicer may secure the home; or (3) the city is unable to respond due to time or resource limitations.

The statutory framework in E2SHB 2057 will hopefully encourage banks to secure homes that are mid-foreclosure or bank-owned, and allow cities to fully recover costs if the bank fails to act and the city needs to conduct a nuisance abatement. ❖

Briahna Murray specializes in advocating for cities, counties, and other local governments to the Washington State Legislature and Executive Branch.



Chapter 6.10
ABANDONED PROPERTY REGISTRATION AND MAINTENANCE*

Sections:

6.10.010 PURPOSE.

6.10.020 DEFINITIONS.

6.10.030 ADMINISTRATION.

6.10.040 MAINTENANCE AND REGISTRATION REQUIREMENTS.

6.10.050 RESPONSIBLE PERSON - LOCAL PROPERTY MANAGER.

6.10.060 LENDER INSPECTION AND REGISTRATION.

6.10.070 MONTHLY INSPECTIONS.

6.10.080 MAINTENANCE REQUIREMENTS.

6.10.090 SECURING AND POSTING REQUIREMENTS.

6.10.100 VACANT PROPERTIES NOT ABANDONED.

6.10.110 TIME TO REMEDY FOLLOWING INSPECTION.

6.10.120 ADDITIONAL MAINTENANCE AND SECURITY.

6.10.130 ENFORCEMENT.

6.10.140 VIOLATION - PENALTY.

6.10.010 PURPOSE.

It is the purpose and intent of the Bremerton City Council to establish an abandoned real property registration program to protect the community from becoming blighted as a result of vacant properties that are abandoned and not properly secured and maintained. Abandoned properties are deemed to be a public nuisance. This chapter requires that abandoned properties be properly maintained by the owners, lenders, and other responsible persons. Through the registration process, lenders who have an interest in real properties within the City that are vacant and have been abandoned by the owners are required to maintain and secure these properties. (Ord. 5215 §1 (part), 2013)

6.10.020 DEFINITIONS.

For the purposes of this chapter, certain words and phrases used in this chapter are defined as follows:

"Abandoned" means a property that is vacant and (1) is under a current notice of default and/or notice of trustee's sale; (2) is the subject of a pending tax assessor's lien sale; (3) has been the

subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; or (4) has been transferred under a deed in lieu of foreclosure/sale.

"Accessible" means a property that is accessible through a compromised/ breached gate, fence, wall, or similar condition or a structure/building that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

"Beneficiary" means a lender or holder of a note secured by a deed of trust.

"Borrower" means any owner as defined in this section who becomes obligated on a real estate loan agreement, either directly or indirectly, and includes, but is not limited to, mortgagors, vendees under conditional land sales contracts and grantors under trust deeds.

"City" means City of Bremerton.

"Days" means consecutive calendar days.

"Deed of trust" means an instrument by which title to real estate is transferred to a third party trustee as security for a real estate loan and often used in Washington instead of a mortgage. This definition applies to any and all subsequent deeds of trust, i.e., second trust deed or third trust deed.

"Deed in lieu of foreclosure/sale" means a recorded document that transfers ownership of property from the borrower to the lender in lieu of foreclosure including, but not limited to, a trustor to the holder of a deed of trust upon consent of the beneficiary of the deed of trust.

"Default" means the failure to fulfill a contractual obligation, monetary, or conditional.

"Director" means the Director of Community Development or authorized designate thereof.

"Evidence of vacancy" means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is vacant and not occupied by authorized persons. Such conditions include, but are not limited to, overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or debris; statements by neighbors, passersby, delivery agents, or government employees that the property is vacant; and for residential properties, the absence of window coverings such as curtains, blinds, and/or shutters; the absence of furnishings and/or personal items consistent with residential habitation.

"Foreclosure" means the foreclosure process by which a property, placed as security for a real estate loan, is sold at auction, deed of trust foreclosure or a judgment is obtained to satisfy the debt if the borrower defaults.

"Lender" means any person who makes, extends, or holds a real estate loan agreement and includes, but is not limited to, mortgagees; beneficiaries under deeds of trust; underwriters under deeds of trust; vendors under conditional land sales contracts; trustees and a successor in interest to any mortgagee, beneficiary, vendor or trustee and any other lien holder on the

property. The term also includes any mortgagee, beneficiary or trustee that accepts a deed in lieu of foreclosure.

"Local" means within Kitsap County.

"Notice of default" means a default has occurred under a deed of trust and that the beneficiary intends to proceed with a trustee's sale.

"Out of area" means outside Kitsap County.

"Owner" means any natural person, partnership, association, corporation or other entity having legal title in real property including any borrower as defined in this section.

"Property" means any unimproved or improved, residential or commercial real property, or portion thereof, situated in the City, and includes the buildings or structures located on the property regardless of condition.

"Responsible person" means any person, partnership, association, corporation, or fiduciary having legal or equitable title to or any interest in any real property, including but not limited to an owner, borrower, and lender as defined in this section.

"Securing" or "secure" means such measures as may be directed by the Director that assist in rendering the property inaccessible to unauthorized persons, including, but not limited to, the repairing of fences and walls, chaining/padlocking of gates and the repair, replacement or boarding of doors, windows, and/or other openings.

"Trustee" means the person, partnership, firm, corporation, or other entity holding a deed of trust on a property.

"Trustor" means a borrower under a deed of trust, who deeds property to a trustee as security for the payment of a debt.

"Vacant" means a subject property that is not legally occupied. (Ord. 5215 §1 (part), 2013)

6.10.030 ADMINISTRATION.

This chapter shall be administered by the Department of Community Development by its Director, or his or her designee, who shall promulgate procedures to administer the registration, maintenance, security and related provisions as authorized in this chapter. Appropriate fees for services as well as fines and penalties for violations shall be set by the City Council and are set forth in Chapter 3.01 BMC. (Ord. 5215 §1 (part), 2013)

6.10.040 MAINTENANCE AND REGISTRATION REQUIREMENTS.

Abandoned properties shall be properly maintained and secured as required by this chapter by the owners, lenders and other responsible persons as defined in BMC 6.10.020. Lenders who have an interest in real properties within the City that are vacant and have been abandoned are required to register abandoned properties with the City pursuant to BMC 6.10.060. (Ord. 5215 §1 (part), 2013)

6.10.050 RESPONSIBLE PERSON - LOCAL PROPERTY MANAGER.

(a) **Responsible Person.** When any act as required under this chapter involves more than one lender or other responsible person as defined in BMC 6.10.020, both or all are responsible for performing such act and may be charged with a violation of this code for failure to act. However, it is sufficient if it is accomplished by either one. If information is required to be provided, then both must provide such information.

(b) **Local Property Manager.** If the lender or other responsible person is a corporation and/or out of area lender/owner, that responsible person shall retain a local property manager authorized to take the appropriate steps to comply with the requirements of this chapter. (Ord. 5215 §1 (part), 2013)

6.10.060 LENDER INSPECTION AND REGISTRATION.

(a) **Initial Inspection Upon Default.** Any lender who holds a security interest on a property located within the City shall perform an initial inspection of the property upon default by the borrower prior to initiating foreclosure proceedings such as posting a notice of default or initiating other applicable proceedings to begin the foreclosure process. This inspection shall be performed within fourteen (14) days of default. This inspection shall be to determine whether the property is vacant. If the property is found to be vacant or shows evidence of vacancy, it is, by this chapter, deemed abandoned and the lender shall, within fourteen (14) days from the date of the inspection, register the property with the Director on forms or in the manner provided by the City.

(b) **Defaults Prior to August 1, 2013.** Any lender who holds a security interest on a property located within the City, and which property as of August 1, 2013, (1) is under a current notice of default; (2) is under a current notice of trustee's sale; (3) is the subject of a pending tax assessor's lien sale; (4) has been the subject of a foreclosure where the title was retained by the beneficiary of the deed of trust involved in the foreclosure; or (5) was transferred under a deed in lieu of foreclosure/sale, shall perform an inspection of the property to determine whether the property is vacant. This inspection shall be performed by August 15, 2013. If the property is found to be vacant or shows evidence of vacancy, it is, by this chapter, deemed abandoned, and the lender shall, within fourteen (14) days from the date of the inspection, register the property with the Director on forms or in the manner provided by the City.

(c) **Registration Contents.** Each registration shall contain the following:

- (1) Information for both the beneficiary and trustee: name (corporation or individual);
- (2) The street/office address (not a post office box) and, if different, the mailing address;
- (3) A direct contact name (corporation or individual);
- (4) A direct contact name and phone number for the person handling the foreclosure; and
- (5) In the case of a corporation or out of area lender, the telephone number and other contact information of local property manager/management company responsible for the inspections, maintenance and security of the property.

(d) Registration Fee and Other.

- (1) There shall be no fee for the annual registration.
- (2) The registration shall be valid for one (1) calendar year following the date on which registration is initially due to the City. Subsequent registrations are required and due each year thereafter on the anniversary of the due date of the initial registration until such time as the property is transferred or becomes legally occupied.
- (3) Lenders required to register properties pursuant to this chapter shall keep such properties registered and all required information updated, and comply with all the security and maintenance requirements of this chapter for the entire time such properties remain vacant.
- (4) When properties required to be registered become occupied or title is transferred, the prior lender shall notify the Director in writing within fourteen (14) days of the occupancy or transfer.
- (5) Any lender required to register a property pursuant to this chapter shall report any change of information contained in the registration within fourteen (14) days of the change.
- (6) Inspections conducted pursuant to this chapter are intended only for the purposes set forth in this chapter and not for purposes of triggering disclosure obligations to potential real property purchasers. (Ord. 5215 §1 (part), 2013)

6.10.070 MONTHLY INSPECTIONS.

- (a) The property shall be inspected on a monthly basis to determine whether or not the property is vacant and whether or not the maintenance, security and other requirements of this chapter and any other applicable laws are being met.
- (b) If a property is occupied, but remains in default, it shall be inspected by the lender, or an agent/designee of the lender, monthly to determine whether the property is vacant until (1) the borrower or other party remedies the default; or (2) the foreclosure is completed and ownership is transferred to a new owner who is not the former beneficiary or another lender; or (3) it is found to be vacant or shows evidence of vacancy at which time it is deemed abandoned, and the lender shall, within fourteen (14) days of that inspection, register the property with the Director on forms or in the manner provided by the City.
- (c) The property shall continue to be inspected after a foreclosure sale where the title was transferred to the beneficiary of a deed of trust involved in the foreclosure, or the underwriter of the deed of trust, or any other person or entity who held a security interest in the property, and any property transferred under a deed in lieu of foreclosure/sale. If upon inspection the property is found to be vacant, it is hereby deemed abandoned and must be registered within fourteen (14) days as required in this chapter.
- (d) These inspections shall be reported to the City as required by the Director. (Ord. 5215 §1 (part), 2013)

6.10.080 MAINTENANCE REQUIREMENTS.

(a) Responsible persons shall maintain and keep properties free of conditions including, but not limited to:

- (1) Weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles,
- (2) Accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items including, but not limited to, furniture, clothing, or large and small appliances.
- (3) Graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure.

(b) Responsible persons shall;

- (1) Maintain yards in accordance with City requirements and standards;
- (2) Secure ponds, pools and hot tubs and ensure that they do not become a public nuisance; and
- (3) Take any other action necessary to prevent giving the appearance that the property is abandoned.

(c) Additionally, responsible persons shall maintain properties pursuant to the requirements of Chapter 17.04 BMC, the City Building Code, Chapter 18.02 BMC, the City Fire Code, Chapter 9.92 BMC, Chronic Nuisance Properties, BMC Title 6, Health and Sanitation, and/or any other applicable City code or state law. (Ord. 5215 §1 (part), 2013)

6.10.090 SECURING AND POSTING REQUIREMENTS.

(a) Securing. All properties subject to registration shall be secured to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. Material used for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure.

(b) Posting. The property shall be posted with the name and twenty-four (24) hour contact phone number of the local property manager. The posting shall be no less than eighteen (18) inches by twenty-four (24) inches, and shall be of a font that is legible from a distance of forty-five (45) feet, and shall contain, along with the name and a twenty-four (24) hour contact number, the words:

"THIS PROPERTY MANAGED BY [insert name]" and

"TO REPORT PROBLEMS OR CONCERNS CALL [insert local telephone number]."

The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so it is visible from the street, or, if no such area exists, on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the property but not readily accessible to vandals. Exterior posting must be constructed of, and printed with, weather resistant materials. (Ord. 5215 §1 (part), 2013)

6.10.100 VACANT PROPERTIES NOT ABANDONED.

Vacant properties that are not abandoned as defined in BMC 6.10.020 but have been boarded up and/or otherwise secured as a result of City code enforcement action, shall comply with the local property manager requirements of BMC 6.10.050(b) and the posting and security requirements of BMC 6.10.090. (Ord. 5215 §1 (part), 2013)

6.10.110 TIME TO REMEDY FOLLOWING INSPECTION.

The lender or other responsible person shall have fourteen (14) days to remedy any defects found following any inspection required by this chapter, except that the lender or other responsible person shall have fourteen (14) days from the date of registration to remedy any defects found during the initial inspection set forth in BMC 6.10.060(a) or (b) to meet the registration, inspection, maintenance, and security obligations of this chapter, unless otherwise extended by the Director at his or her sole discretion. (Ord. 5215 §1 (part), 2013)

6.10.120 ADDITIONAL MAINTENANCE AND SECURITY.

In addition to the enforcement remedies established in this chapter and applicable City Code, the Director shall have the authority to require any responsible person of any abandoned property affected by this chapter to implement additional maintenance and/or security measures, including, but not limited to, securing any/all doors, windows or other openings, installing additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard, disconnecting utilities, or any other measures as may be reasonably calculated to arrest the decline of the property, prevent unauthorized entry, and/or ensure maintenance of the property in accordance with this code. (Ord. 5215 §1 (part), 2013)

6.10.130 ENFORCEMENT.

(a) In the event the Director believes lender or other responsible person has failed to meet the registration, inspection, maintenance, and security obligations of this chapter, the Director shall send notice of said failure to the responsible person at the address listed on the tax rolls of the County or at such other address as may be known to the Director. The notice shall set out the nature of the failure(s) to be corrected and shall give the responsible person within fourteen (14) days from the date of the notice to correct them unless an imminent danger exists in which case the responsible person shall take immediate action to cure the condition creating the imminent danger. In the event the lender or other responsible person fails to remedy the matters within the time set out in the notice (or make, in the view of the Director, adequate arrangements otherwise) the City may seek enforcement pursuant to BMC 6.10.140.

(b) Violations of this chapter constitute a public nuisance and may be enforced, in addition to the provisions of this chapter, pursuant to Chapter 17.04 BMC, the City Building Code, Chapter 18.02 BMC, the City Fire Code, Chapter 9.92 BMC, Chronic Nuisance Properties, BMC Title 6,

Health and Sanitation, and/or any other applicable City code or state law. (Ord. 5215 §1 (part), 2013)

6.10.140 VIOLATION - PENALTY.

(a) Penalty. Any person, firm or entity who fails to register and perform the required inspections, maintenance and/or security as required herein shall be subject to a penalty as set forth in Chapter 3.01 BMC.

(b) Code Enforcement. In addition, any violation of any provision of this chapter is a civil violation as provided for in Chapter 1.04 BMC, for which a monetary penalty may be assessed and abatement may be required as provided therein. (Ord. 5215 §1 (part), 2013)

What Can Be Done about “Zombie” Properties?

January 17, 2017 by Oskar Rey.

Category: Court Decisions, AGO Opinions and Regulations , Property Nuisances



In March 2011, Laura Jordan returned home from work to find that the lock on her home had been changed. She had defaulted on her loan, which was secured by a deed of trust on the residence. A representative of her lender had changed the lock on the front door. There was a notification which stated that the representative determined the home was “unsecure or vacant” and that it was “secured against entry by unauthorized persons to prevent possible damage.” A phone number was provided to call to obtain

reentry. Ms. Jordan called the number and removed her belongings the next day. She later became a member of a class action that challenged the deed of trust provisions that authorize a lender to enter and secure property prior to foreclosure (i.e., “entry provisions”).

In July 2016, the Washington Supreme Court issued its decision in the case (*Jordan v. Nationstar Mortgage LLC*) and found that the entry provisions violate state law and are therefore unenforceable. Under RCW 7.28.230(1), a lender may not take possession of a property prior to foreclosure. Citing this statute, the court ruled that changing the locks constituted an exercise of control over the property that amounted to taking unlawful possession prior to foreclosure. Although no local government entity was a party to *Nationstar*, the case significantly impacts the ability of local government to take action with respect to vacant or “zombie” properties.

The Scope of *Nationstar*

The outcome of *Nationstar* is not surprising given the fact the property apparently was occupied. However, the reasoning of *Nationstar* seems to apply in cases where property is vacant or abandoned as well. The Court invalidated the entry provisions in the deed of trust, which were broadly drafted, so there does not appear to be a basis for differentiating between occupied and abandoned residences.

Therefore, it appears the ruling in *Nationstar* applies to zombie properties. The case presents difficulties for cities and counties because it makes it more difficult to work with lenders to secure zombie properties and mitigate their impacts.

The Impact of *Nationstar* on Local Government

Zombie properties are a problem because they are unmaintained, attractive to squatters, and can become a source of illegal activity. Until *Nationstar*, local government had the option of requiring lenders to secure and maintain abandoned properties. For example, the cities of Spokane and Bremerton created abandoned property registries that require lenders to report and take action with respect to zombie properties. Other jurisdictions worked with lenders on a more informal basis to address the impacts of zombie properties.

In light of *Nationstar*, what options remain for addressing zombie properties? There are several:

- Redefine what remedies your jurisdiction will seek from lenders. *Nationstar* is about lender actions that amount to taking possession of the property, such as changing the locks. Requesting lenders to take less drastic action, such as mowing the grass and maintaining the exterior of the property, alleviates the visual impacts of a zombie property and would not seem to violate *Nationstar*.
- Determine if the property owner will consent to lender entry to secure the property. In *Nationstar*, the Court noted that a lender may take possession prior to foreclosure if the property owner agrees. If the property is abandoned and the owners can be located, they may agree to entry so that the property can be protected from trespassers and the elements. Consent may be in the best interest of the property owners because it preserves the value of the collateral and maximizes any surplus funds which may be available to the owners after foreclosure.
- In cases where squatters have moved in and are creating problems for neighbors, consider criminal or administrative enforcement options against them. Again, the owners can be of assistance if they are willing to file a trespass report and indicate that any current occupants are unauthorized. In addition, squatters can be prosecuted under chapter 9A.61 RCW if they divert or make unauthorized connections to obtain utility service. If the structure becomes dangerous or does not have water service, it may be possible to post a “do not occupy” notice on the property so that subsequent entry becomes a criminal violation of the building code.
- For the absolute worst cases, jurisdictions can (1) seek appointment of a custodial receiver under chapter 7.60 RCW to secure and manage zombie houses; or (2) have them declared a nuisance and abated under chapter 7.48 RCW. Both of these options can be costly and time consuming and require a superior court order.

Close coordination with your jurisdiction’s legal counsel is important in these types of cases. If your jurisdiction has other effective methods of dealing with zombie properties, I would love to hear about them in the comments below or by email at orey@mrsc.org!



About Oskar Rey

Oskar Rey has practiced municipal law since 1995 and served as Assistant City Attorney for the City of Kirkland from 2005 to 2016, where he worked on a wide range of municipal topics, including land use, public records, and public works. Oskar is a life-long resident of Washington and graduated from the University of Washington School of Law in 1992.

Comments

3 comments on [What Can Be Done about “Zombie” Properties?](#)

"Oskar, Have you considered how this relates to the condemnation of blight creating properties under RCW35.80A? This may get lenders to move as the compensation is limited to fair market value."

Kinnon Williams on Feb 8, 2017 7:01 PM

"Thanks Carol! I had no idea about the Ohio plywood ban--I will check it out!"

Oskar Rey on Jan 26, 2017 11:40 PM

"Hi Oskar: Did you hear that Ohio has banned the use of plywood to close up vacant properties? In support of the ban, they argue that homes boarded with plywood attract squatters. It is also unattractive, and when a few homes in a block are boarded up, it also reduces property values. There is a clear plastic board that is used as a replacement. It prevents entry and doesn't look terrible. I guess first responders aren't crazy about it, because in the event of a fire, they could just pull plywood off the windows, but a chain saw is needed to cut through the clear plastic. Anyway, there is more on the Northwest Public Radio website. Thanks for a great article!"

carol morris on Jan 26, 2017 6:22 PM



Spokane Municipal Code

 Search[Home](#)[Title 17F](#)[Chapter 17F.070](#)[Section 17F.070.520](#) Highlight Word

[Title 17F](#) Construction Standards

[Chapter 17F.070](#) Existing Building and Conservation Code

[Section 17F.070.520](#) Foreclosure Registration Program

A. Purpose

It is the purpose and intent of this section to establish a Foreclosure Property registration program in order to protect the community from the deterioration, crime, and decline in value in Spokane's neighborhoods caused by properties in various stages of the foreclosure process, and to identify, regulate, limit, and reduce the number of those properties within the City of Spokane. It is the policy and intent of the City to establish a requirement that the lender or other responsible party(ies) of properties that are in the foreclosure process to register those properties with the City as set forth in this section in order to protect the neighborhoods from the negative impacts of absentee ownership and lack of adequate maintenance and security for properties in the foreclosure process.

B. Definitions

As used in this chapter, the following terms have the meanings indicated unless the context clearly indicates otherwise:

1. "Abatement Order" means an appealable order, supported by specific factual findings, issued by the Office of Neighborhood Services and Code Enforcement which directs the Owner of a Foreclosure Property to take certain specific steps, within a specific period of time, to ensure that the relevant property is in compliance with this section.
2. "Enforcement Officer" means the Director of the Office of Neighborhood Services and Code Enforcement or its designee.
3. "Evidence of Foreclosure Status" means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is a Foreclosure Property. Such conditions include, but are not limited to, overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or debris; statements by neighbors, passersby, delivery agents, or government employees that the property is in foreclosure; the presence of boards over doors, windows or other openings in violation of applicable building code; and for residential properties,

the absence of window coverings such as curtains, blinds, and/or shutters; the absence of furnishings and/or personal items consistent with residential habitation.

4. "Foreclosure" means the legal processes described in Title 61, Revised Code of Washington, in which a mortgagee or other lien holder terminates a property owner's equitable right of redemption to obtain legal and equitable title to the real property pledged as security for a debt or the real property subject to the lien. For purposes of this section, the foreclosure process is not concluded until the property obtained by the mortgagee, lien holder, or their designee, by certificate of title or other means, is sold to a non-related, bona fide purchaser in an arms'-length transaction to satisfy the debt or lien.
5. "Foreclosure Property" means a property that is (1) under a current notice of default and/or notice of trustee's sale; (2) the subject of a pending tax assessor's lien sale; (3) the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; (4) a property title to which has been transferred under a deed in lieu of foreclosure/sale, or (5) subject to a contract forfeiture. Property acquired by Spokane County at a tax foreclosure sale under chapter 84.64 RCW is not "Foreclosure Property" within the meaning of this section. For purposes of this section, a property remains a Foreclosure Property until it is sold at an arms'-length transaction to a non-related bona fide purchaser or until the foreclosure action has been dismissed and any default has been cured.
6. "Lender" means any person who makes, extends, holds, or services a real estate loan agreement and includes, but is not limited to, mortgagees; beneficiaries under deeds of trust; underwriters under deeds of trust; vendors under conditional land sales contracts; trustees and a successor in interest to any mortgagee, beneficiary, vendor or trustee and any other lien holder on the property. The term also includes any mortgagee, beneficiary or trustee that accepts a deed in lieu of foreclosure.
7. "Local Agent" means an individual property manager, property management company, or similar person or entity, located in Spokane County and responsible for, having the authority to make decisions and required expenditures concerning, the maintenance and security of a Foreclosure Property and the abatement of nuisance conditions at the property.
8. "Owner" means any individual or group of natural persons, partnership, association, corporation or other entity having legal or beneficial title in real property including any borrower.
9. "Property" means any unimproved or improved, residential or commercial real property, or portion thereof, situated in the City, and includes the buildings or structures located on the property regardless of condition.
10. "Responsible Party" means any person, partnership, association, corporation, or fiduciary having legal or equitable title to or any interest in any real property, including but not limited to an Owner, borrower, and Lender as defined in this section.

C. Establishment of a Registry

The Office of Neighborhood Services and Code Enforcement shall establish and maintain a Foreclosure Property Registry to implement the terms of this section.

D. Registration of Foreclosure Properties.

1. Any Lender which holds or services a mortgage on real property located in the City of Spokane shall inspect the property upon mortgage default.
2. The Enforcement Officer can also initiate the registration process.
3. Any Lender or other Responsible Party(ies) of a Foreclosure Property as defined in this section shall register that property with the City of Spokane Office of Neighborhood Services and Code Enforcement within ten (10) days of the property becoming a Foreclosure Property within the meaning of this section and initial inspection or of receiving notice from the City of the requirements of this section, and every 12 months thereafter until the property is no longer a Foreclosure Property within the meaning of this section. A separate registration is required for each property.
4. The content of the registration shall include:
 - a. Proof of ownership, or financial interest, such as a lien or loan,
 - b. The name, address, phone number, and email address for the Owner, Lender , and Responsible Party and twenty-four hour contact phone number of the Local Agent of the respective entity; and
 - c. Documentation which demonstrates the property is foreclosed, pending foreclosure, or subject to foreclosure, trustee's sale, tax assessor's lien sale or other legal proceedings.
5. The Lender, Owner, or Responsible Party shall notify the Enforcement Officer within ten (10) days of the date of any change in the information contained in the registration.
6. Mortgagees who have existing Foreclosure Properties on the effective date of this ordinance have 30 calendar days from the effective date to register the property with City of Spokane Office of Neighborhood Services and Code Enforcement. A separate registration is required for each property.
7. All property registrations are valid for one year from the date of entry of registration as recorded by Office of Neighborhood Services and Code Enforcement. Subsequent registrations are due every twelve (12) months thereafter for renewal and must certify required registration data is current and correct.

E. Minimum Property Maintenance Requirements.

While a Foreclosure Property is registered, the Lender or Responsible Party shall be required to:

1. maintain and keep Foreclosure Property free of conditions including, but not limited to:
 - a. weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles,
 - b. accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items

including, but not limited to, furniture, clothing, or large and small appliances, and

- c. graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure,
2. secure ponds, pools and hot tubs and ensure that they do not become a public nuisance,
3. secure the Foreclosure Property to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. Preferred material for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure, or is of a material that mimics glazed windows and intact doors.
4. Post the property with no trespassing signs and current emergency contact information for the local agent.
5. take any other action necessary to prevent giving the appearance that the property is abandoned, and
6. monitor the Foreclosure Property monthly or more frequently as necessary to prevent the creation of a nuisance.

F. Monitoring of Foreclosure Property.

1. Upon registration, the City will provide regular monitoring of Foreclosure Properties including, but not limited to, periodic site visitation, which will not exceed the City's rights of access as well as notification to Lender or Responsible Party if the property begins to exhibit characteristics established in RCW 35.80.010. The City's monitoring of Foreclosure Properties does not relieve the Lender or other Responsible Party from monitoring and maintaining the property as required by this section.
2. At least monthly while a Foreclosure Property is registered, the Lender or Responsible Party shall inspect the Foreclosure Property.

G. Waiver for City to Abatement – Trespass of Unauthorized Individuals.

1. As part of the Foreclosure Property registration, the Owner, Lender, Local Agent, Responsible Party, or other person having the legal authority to do so shall waive any objection to the City to enter onto the property for purposes of abating any condition that would constitute an unfit or substandard building as established in RCW 35.80.010, nuisance condition under [SMC 10.08.010](#) Litter, [SMC 10.08A.020.H91\)\(f\)](#) Nuisance, [SMC 10.10](#) Graffiti, [10.16](#) Junk Vehicle, and to issue a trespass order against any unauthorized individual from the Foreclosure Property.
2. The City shall notify the Owner, Lender, Responsible Party, or Local Agent ten (10) days prior to the City taking abatement action in order to allow the Owner, Lender, Responsible Party, or Local Agent to abate the condition first unless

such abatement constitutes an emergency, in which case, the City may abate the emergency immediately.

3. The cost of the abatement of any of the illustrative conditions contained in paragraph E above shall be charged against the Foreclosure Property pursuant to [SMC 08.02.067](#) and shall be lienable pursuant to [SMC 17F.070.500](#) and other applicable sections of the municipal code pursuant to state law.

H. Local Agent.

The Lender or Responsible Party shall provide the City with the name, address, telephone number, email address and 24-hour contact information of a Local Agent who has the authority to act to respond to complaints regarding the Foreclosure Property and to remedy any nuisance, substandard or unfit conditions found on the property.

I. Annual Foreclosure Property Registration Fee.

The Lender or Responsible Party shall pay the annual non-refundable Foreclosure Property registration fee as set forth in [SMC 08.02.0675](#).

J. Policies and Procedures

The Office of Neighborhood Services and Code Enforcement shall develop procedures to implement this section which are consistent with and do not conflict with this section, the Spokane Municipal Code, or Washington law.

K. Violation

1. Any person, firm or entity who fails to a Foreclosure Property pursuant to the requirements of this section shall be subject to a class 1 civil infraction. Each day in which a Foreclosure Property which is subject to this section is not registered shall constitute a separate violation.
2. Failure to maintain a Foreclosure Property as required by this section is a criminal misdemeanor violation under [SMC 10.08.030](#) for maintaining a nuisance property in addition to applicable penalties for nuisance conditions in the municipal code or state law.
3. Failure to provide notification of changes in ownership of a Foreclosure Property under this section is a class 1 civil infraction.

L. Removal of properties from the registry

1. A property may only be removed from the Foreclosure Property registry upon the Lender's, Owner's, or Responsible Party's written certification that (1) the mortgage or lien on the property has been satisfied or legally discharged, (2) the property is no longer in mortgage default, or (3) the Foreclosure Property has been sold to a non-related party in a bona-fide, arms' length transaction.
2. A Lender's statement that it no longer desires to pursue foreclosure, has filed a dismissal of lis pendens and/or summary of final judgment and/or certificate of title or otherwise, such as deed in lieu of foreclosure shall not be the basis for removal of a Foreclosure Property from the registry under this section.
3. For purposes of this section, a transfer to another entity which is under common ownership with the Lender, as determined in the sole discretion of the

Office of Neighborhood Services and Code Enforcement, is not an arms' length transaction.

M. Transfer of Ownership

1. If the mortgage on a registered Foreclosure Property is transferred, the transferee shall be subject to the requirements of this section and shall, within five (5) days of the transfer of the mortgage, register the property as a new registration in accordance with this section. Any previously unpaid registration fees are the responsibility of the transferee and are due and payable upon the new registration.
2. If the mortgagee sells a Foreclosure Property in an arms'-length transaction to a non-related person or entity, the transferee is subject to the terms of this section and shall register the property as a new registration under this section within five (5) days of the sale. Any previously unpaid registration fees shall be the responsibility of the new owner.

Date Passed: Monday, June 6, 2016

Effective Date: Thursday, July 21, 2016

ORD C35394 Section 9



**City Of Orting
Council Agenda Summary Sheet**

| | | | | |
|--|------------------------|------------------------|----------------------|----------------|
| Subject: Surplus Cemetery property | | Committee | Study Session | Council |
| | Agenda Item #: | N/A | AB18-71 | |
| | For Agenda of: | N/A | 8.15.18 | |
| | Department: | Public Works, Cemetery | | |
| | Date Submitted: | 8.10.18 | | |
| Cost of Item: | <u>\$3,500</u> | | | |
| Amount Budgeted: | <u>\$3,500</u> | | | |
| Unexpended Balance: | <u>\$</u> | | | |
| Bars #: | | | | |
| Timeline: | | | | |
| Submitted By: | Mark Bethune | | | |
| Fiscal Note: The City will need an appraisal of the property. Its current value is unknown | | | | |
| Attachments: | | | | |
| <p>SUMMARY STATEMENT: The City owns 10 acres on the north side of the cemetery. Most of this property is steep hillside. The property has no current use or value for the City. The City has recently had damage claims due to falling trees and will have to expend approximately \$15,000 to remove more trees. Cemetery expansion is probably unnecessary given current cultural changes in regard to burials. The City is unsure of the value of the property and is asking the Council to approve a real estate appraisal. The value could be sufficient to make significant improvements in the cemetery and reduce expenses (i.e. install a sprinkler system).</p> | | | | |
| <p>RECOMMENDED ACTION: Advance To Consent Agenda For The Council Meeting Of 8/29/18. MOTION: To approve the Expenditure of \$3,500 for an appraisal.</p> | | | | |



**City Of Orting
Council Agenda Summary Sheet**

| | | | | |
|---|------------------------|------------------|----------------------|----------------|
| Subject: Calistoga Levee name change to the Ken Wolfe Levee | | Committee | Study Session | Council |
| | Agenda Item #: | CGA | AB18-72 | |
| | For Agenda of: | | 8.15.18 | |
| | Department: | Utilities | | |
| | Date Submitted: | 8.9.18 | | |

| | |
|----------------------------|---------------------|
| Cost of Item: | <u>NA</u> |
| Amount Budgeted: | <u>\$</u> |
| Unexpended Balance: | <u>\$</u> |
| Bars #: | |
| Timeline: | |
| Submitted By: | Mark Bethune |

Fiscal Note:

Attachments:

SUMMARY STATEMENT: Staff and Councilmembers as well as County staff have recommended a change in the name of the Calistoga set back levee to the Ken Wolfe levee in memory of Ken’s extraordinary work. The County Executive is also interested in being a part of this process.

Staff is seeking consensus to move forward with the preparation of a Joint Resolution with Pierce County. If approval is made, Staff and the City Attorney will prepare the Resolution in coordination with Pierce County.

RECOMMENDED ACTION: ADVANCE TO THE AGENDA OF THE NEXT MEETING ON AUGUST 29TH. Council would then be asked to Approve A Joint Resolution With Pierce County, Changing The Name Of The Calistoga Set Back Levee To The Ken Wolfe Levee.



**City Of Orting
Council Agenda Summary Sheet**

| | | | | |
|---|--------------------------|------------------|----------------------|----------------|
| Subject: Adoption of Orting 6-year Transportation Improvement Program (TIP) | | Committee | Study Session | Council |
| | Agenda Item #: | | AB18-73 | |
| | For Agenda of: | | 8/15/18 | |
| | Department: | Public Works | | |
| | Date Submitted: | 8/10/18 | | |
| | Cost of Item: | <u>\$ 0</u> | | |
| Amount Budgeted: | <u>\$0</u> | | | |
| Unexpended Balance: | <u>N/A</u> | | | |
| Bars #: | N/A | | | |
| Timeline: | | | | |
| Submitted By: | JC Hungerford, PE | | | |
| Fiscal Note: | | | | |
| Attachments: Resolution. To be handed out at the study session-(Orting 6-year TIP) | | | | |
| SUMMARY STATEMENT: This is required to be done annually and shall include the upcoming projects for the Transportation Benefit District. | | | | |
| RECOMMENDED ACTION: ADVANCE TO THE MEETING OF AUGUST 29TH, 2018 FOR A HEARING AND APPROVAL. | | | | |

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2018-10**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, ADOPTING THE 2019-2024 SIX-YEAR
TRANSPORTATION IMPROVEMENT PROGRAM**

WHEREAS, state law provides at RCW 35.77.010 that, pursuant to one or more hearings, the City Council shall by July 1st of each year prepare and adopt a comprehensive transportation program (Transportation Improvement Program) for the ensuing six calendar years; and

WHEREAS, the Growth Management Act requires (RCW 36.70A.070) that the City of Orting Comprehensive Plan include a transportation element that is consistent with the City's six-year Transportation Improvement Program; and

WHEREAS, the City's adopted comprehensive plan at the Transportation Appendix, page TA-13, incorporates by reference the updated Transportation Improvement Program as part of the Transportation Element of the Comprehensive Plan; and

WHEREAS, the Six-Year Transportation Improvement Program is reviewed annually by the City Council, including conducting a public hearing to obtain citizen input on the Program; and

WHEREAS, the City duly noted and conducted a public hearing regarding amendments and updates to the Transportation Improvement Program on August 29th, 2018; and

WHEREAS, the City Council desires to adopt the City's 2019 – 2024 Six-Year Transportation Improvement Program following such annual review;

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

Section 1. 2019–2024 Six-Year Transportation Improvement Program Adopted. The City of Orting hereby adopts the 2019–2024 Six-Year Transportation Improvement Program, attached hereto as Exhibit "A" and by this reference fully incorporated herein. Said Transportation Improvement Program is adopted with an effective date of August 29th, 2018 and the appendix to the Transportation element of the City of Orting Comprehensive Plan is amended, as provided therein, to include the updated 2019-2024 Transportation Improvement Program.

Section 2. Submittal to Secretary of Transportation. The Mayor is requested to direct the

City Administrator to forward the adopted Transportation Improvement Program to the Secretary of Transportation as required by RCW 35.77.010(3).

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 29th DAY OF AUGUST, 2018.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk, CMC

Approved as to form:

Charlotte Archer, City Attorney
Kenyon Disend, PLLC

EXHIBIT "A"

(Six-Year Transportation Improvement Program; 2019 – 2024)