

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

Regular Business Meeting Agenda
 Orting Multi-Purpose Center
 202 Washington Ave. S,
 Orting, WA
 August 29, 2018
 7:00pm

Mayor Joshua Penner, Chair

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

2. PUBLIC COMMENTS: *Persons wishing to address the City Council regarding items that are not on the agenda are encouraged to do so at this time. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee.*

3. PUBLIC HEARINGS

A. REVENUE SOURCES 2019

- *Scott Larson*

Open the Hearing/ Announce the Title/ Read the Rules (Once for all hearings). Briefing by Staff/ Public Comments Taken/ Council Comments or Questions/ Close Hearing.

B. AB18-61-UTILITY RATES FOR 2019- Resolution No. 2018-11, A Resolution Of The City Of Orting, Washington, Relating To Utility Rates; Adopting Adjustments To Water, Sewer And Storm Water Utility Rates.

- *Scott Larson*

Open the Hearing/ Announce the Title / Briefing by Staff /Public Comments Taken / Council Comments or Questions / Close Hearing / Entertain a Motion.

Motion: : To Approve Resolution No. 2018-11, A Resolution Of The City Of Orting, Washington, Relating To Utility Rates; Adopting Adjustments To Water, Sewer And Storm Water Utility Rates; And Establishing An Effective Date.

C. AB18-73- TRANSPORTATION IMPROVEMENT PROGRAM- Resolution No. 2018-10, A Resolution Of The City Of Orting, Washington, Adopting The 2019-2024 Six-Year Transportation Improvement Program

- *CM Drennen/CM Gehring/ JC Hungerford*

Open the Hearing and Announce the Title/ Briefing by Staff/ Public Comments Taken/ Council Comments or Questions/ Close Hearing. Entertain a Motion.

Motion: To Adopt the 2019-2024 Six Year Transportation Improvement Program, Attached as Exhibit "A" By Resolution No. 2018-10.

REQUEST FOR CONSENT AGENDA ITEMS TO BE PULLED FOR DISCUSSION.

4. CONSENT AGENDA

- A. Regular Meeting Minutes of August 8th, 2018.
- B. Study Session Minutes of August 15th, 2018.
- C. Payroll and Claims Warrants.
- D. AB18-64-To Approve Buell Recreation as the low bidder for Calistoga Park Play Equipment for Phase 1, Up to \$105,850.49.
- E. AB18-65- To Approve Resolution No. 2018-08, A Resolution Of The City Of Orting, Washington, Declaring A Public Purpose And Authorizing City Sponsorship Of Pumpkin Fest.
- F. AB18-66- To Approve the Volunteer Program as presented.

Motion: *To approve Consent Agenda as prepared. OR*

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

CONSENT AGENDA ITEMS PULLED FOR DISCUSSION.

5. OLD BUSINESS

A. AB18-74-NEW PUBLIC WORKS FACILITY

- *Mark Bethune*

Motion: *To approve the design and the purchase of the pole barn building for the public works facility and the overall expense of \$2,150,000 to be completed by May 2019.*

6. NEW BUSINESS

- A. **AB18-75- FIRST READING OF ORDINANCE NO. 2018-1035**, Amending Ordinance No. 2018-1032, Granting a Nonexclusive Master Use Permit to Seattle SMSA Limited Partnership D/B/A Verizon Wireless.

- *Mark Bethune/City Attorney*

7. EXECUTIVE SESSION

8. ADJOURNMENT

Motion: *Move to Adjourn.*

Upcoming Meeting: Next Regular Meeting: September 12th, 2018, 7:00pm, (MPC)

PUBLIC HEARING

REVENUE SOURCES FOR 2019



**City Of Orting
Council Agenda Summary Sheet**

Subject: <u>Hearing:</u> 2019 Utility Rates And Proposed Resolution No. 2018- 11, Relating To Utility Rates; Adopting Adjustments To Water, Sewer And Storm Water Utility Rates.		Committee	Study Session	Council
	Agenda Item #:			AB18-61
	For Agenda of:	06/06/2018	07/18/2018	08/08/2018 08/29/18
	Department:	Finance/Utilities		
	Date Submitted:	08/03/2018		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	N/A			
Submitted By:	Scott Larson			
Fiscal Note:				
Attachments: 2019 Rate Sheet; Sample 2019 Bill, Resolution NO. 2018-11				
SUMMARY STATEMENT: After reviewing the cost of service, capital projects, and fund balances; the Public Works Committee is recommending utility rate increases as shown on the attached 2019 Rate Sheet. These rates will allow the Utilities to continue providing service as well as work on the projects that are outlined on the capital improvement plans that have been adopted by Council.				
RECOMMENDED ACTION: MOTION: To Approve Resolution No. 2018-11, A Resolution Of The City Of Orting, Washington, Relating To Utility Rates; Adopting Adjustments To Water, Sewer And Storm Water Utility Rates; And Establishing An Effective Date.				

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2018-11

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, RELATING TO UTILITY RATES;
ADOPTING ADJUSTMENTS TO WATER, SEWER AND
STORM WATER UTILITY RATES; AND ESTABLISHING
AN EFFECTIVE DATE**

WHEREAS, the City of Orting City Council has reviewed the Capital Improvement Plan (CIP) and the operations and maintenance expenses of the Water Fund, the Sewer Fund, and the Stormwater Fund; and

WHEREAS, the implemented rate increases are intended to reflect an amount up to but no greater than the cost of service, and such revenues reasonably required to maintain self-supporting and financially viable utilities without undue discrimination toward or against any customer; and

WHEREAS, the City Council having been in all matters fully advised finds that an adjustment to the water utility rates of 6% is necessary to meet revenue requirements to cover the costs necessary to maintain a self-supporting and financially viable water utility; and

WHEREAS, the City Council having been in all matters fully advised finds that an adjustment to the sanitary sewerage utility rates of 4.9% is necessary to meet revenue requirements to cover the costs necessary to maintain a self-supporting and financially viable sanitary sewer utility; and

WHEREAS, the City Council having been in all matters fully advised finds that an adjustment to the Stormwater utility rates of 3% is necessary to meet revenue requirements to cover the costs necessary to maintain a self-supporting and financially viable Stormwater utility; and

WHEREAS, the City Council finds that it is in the public interest to implement the water, sewer and storm water rate changes as set forth herein in order to ensure that each utility has sufficient revenue to be self-supporting and financially viable;

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

Section 1. Establishment of Water, Sewer and Storm Water Utility Rates. Effective January 1, 2019, the water utility use fees imposed pursuant to OMC9-1D-3, sanitary sewer use

charges imposed pursuant to OMC 9-2B-1, storm water utility use fees imposed pursuant to OMC 9-5C-6, shall be set at the amounts set forth in the 2019 Utility Rates Exhibit "A", attached hereto and incorporated as though fully set forth herein.

Section 2. Effective Date. This Resolution and Exhibit A shall be effective beginning on January 1, 2019.

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

Attch: Exh. "A" (*Utility Rates*)

Exhibit A: 2019 Monthly Utility Rates

WATER				
Monthly Base Charges				
Meter Size	2018		2019	
	Residential	COM	Residential	COM
0.75	\$23.00	\$23.00	\$24.38	\$24.38
1-1.5	\$37.55	\$37.55	\$39.81	\$39.81
2.0-4.0	\$53.33	\$53.33	\$56.53	\$56.53
Qualified Low Income	\$17.25		\$18.29	
Single Block Rates				
Rate Class	2018		2019	
	Residential	COM	Residential	COM
Single Block rate (per ccf)		\$3.47		\$3.68
Block 1: 1 to 6 CCF (per ccf)	\$2.50		\$2.65	
Block 2: 6 to 17 CCF (per ccf)	\$3.35		\$3.55	
Block 3: 17+ CCF (per ccf)	\$5.04		\$5.34	
Block 1: 0 to 6 CCF - Qualified Low Inc.	\$1.87		\$1.98	
Block 2: 6 to 17 CCF - Qualified Low Inc.	\$2.51		\$2.66	
Block 3: 17+ CCF - Qualified Low Inc.	\$3.78		\$4.01	

Increase: 6.0%
 Qualified Low Income, portion of Residential: 75.0%
 Out of Town Premium: 10.0%

SEWER						
Customer Class	2018			2019		
	Base (per unit)	Allowance (ccf)	Flow (per ccf)	Base (per unit)	Allowance (ccf)	Flow (per ccf)
Residential	\$47.18			\$49.49		
Residential - Snowbird	\$34.31			\$35.99		
Residential - Qualified Low Income	\$35.38			\$37.12		
Commercial - Domestic ¹	\$47.18	0	\$4.86	\$49.49	0	\$5.10
Commercial - High Strength ²	\$47.18	0	\$8.61	\$49.49	0	\$9.04
High Cedars						
Residential	\$59.91			\$62.85		
Business	\$59.91	0	\$6.18	\$62.85	0	\$6.49
Restaurant	\$59.91	0	\$10.94	\$62.85	0	\$11.48

Increase: 4.9%
 Qualified Low Income, portion of Residential: 75.0%

¹Churches, Lodges, Businesses, Library, Commercial Residence, Daycare, Schools

²Restaurant, Grocery with Deli, Other Food Related Business

Sewer	
2018	2019
\$20.00	\$20.60

Increase 3.0%

2019 Out of Monthly Water Rates

WATER				
Monthly Base Charges				
Meter Size	2018		2019	
	Residential	COM	Residential	COM
0.75	\$25.30	\$25.30	\$29.50	\$29.50
1-1.5	\$41.31	\$41.31	\$48.17	\$48.17
2.0-4.0	\$58.66	\$58.66	\$68.40	\$68.40
Qualified Low Income	\$18.98		\$22.13	
Single Block Rates				
Rate Class	2018		2019	
	Residential	COM	Residential	COM
Single Block rate (per ccf)		\$3.82		\$4.45
Block 1: 1 to 6 CCF (per ccf)	\$2.75		\$3.20	
Block 2: 6 to 17 CCF (per ccf)	\$3.69		\$4.30	
Block 3: 17+ CCF (per ccf)	\$5.54		\$6.46	
Block 1: 0 to 6 CCF - Qualified Low Inc.	\$2.06		\$2.40	
Block 2: 6 to 17 CCF - Qualified Low Inc.	\$2.76		\$3.22	
Block 3: 17+ CCF - Qualified Low Inc.	\$4.16		\$4.85	



**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	AB18-73
	For Agenda of:		8/15/18	8.29.18
	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 #:		<u>N/A</u>		
Timeline:				
Submitted By:		JC Hungerford, PE		
Fiscal Note:				
Attachments: Resolution No. 2018-10, 6 year TIP document.				
SUMMARY STATEMENT:				
<p>This is required to be adopted annually and includes the upcoming projects for the Transportation Benefit District.</p> <p>City Council reviewed proposed Resolution and the plan document at the Council study session on August 15th, 2018. Council by consensus; moved this forward to the meeting of August 29th for a hearing and vote on the proposed Resolution.</p>				
RECOMMENDED ACTION: MOTION: To Adopt the 2019-2024 Six Year Transportation Improvement Program, Attached as Exhibit "A" By Resolution No. 2018-10.				

**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)

Agency: Orting

Co. No.: 27

City No.: 940

Co. Name: Pierce County

MPO/RPTO: PSRC

Hearing Date: 29-Aug-18

Amend Date: _____

Adoption Date: _____

Resolution No.: _____

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road – Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars										Expenditure Schedule (Local Agency)				Federal Funded Project Only	
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (mm/yy)		
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds								
									Federal Fund Code	Federal Cost by Phase												
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
6	1	Kansas Street Regrade from: Harman to: Calistoga Regrade, sidewalks, storm, sewer.	3	P	0.5	GS	ALL	1/1/2019					2,544	2,544	2,544						No	
							Totals						2,544	2,544	2,544							
6	2	Whitehawk Blvd/SR 162 Intersection Improvement Whitehawk Boulevard from: to: Signalize intersection with existing lane configurations.	3 12	P	N/A		ALL	1/1/2020					636	636	636						Yes	
							Totals						636	636	636							
6	3	Southwest Connector Orling Ave. NW to Groff Avenue NW Whitehawk Boulevard from: Orling Ave. NW to: Groff Avenue NW Southwest Connector	1	P	0.21	WSOG	ALL	1/1/2020					2,332	2,332	2,332						Yes	
							Totals						2,332	2,332	2,332							
6	4	Whitehawk Extension – Groff to Calistoga Whitehawk Boulevard from: Groff Ave. NW to: Calistoga Street Construct 2/3 lane arterial from Groff Ave. to Calistoga St. at Skinner Way SW, water, sewer, storm, curb, sidewalk. (Cost is road only.)	1	P	0.42	GOWS	ALL	1/1/2020					3,710	3,710	3,710						Yes	
							Totals						3,710	3,710	3,710							
7	5	Calistoga Street W. from: Cornin Avenue to: Puyallup River Bridge Regrade, sidewalks, curb and gutter, planter strips, parking, sewer, storm, water. Asphalt Overlay-2043 Block Number: 200,300,400, 500, 600, 700, 800	3	P	0.7 mi.	GP SWO	ALL	1/1/2020					4,028	4,028	4,028						No	
							Totals						4,028	4,028	4,028							
7	6	Eldredge Avenue NW Regrade Eldredge Avenue NW from: Whitesell St. NW to: Calistoga St. W Regrade, paving, parking, sidewalks, sewer, storm. Block Number: 100, 200 (Also scheduled for chipseal—Priority # 8)	3	P	0.2	GOS	ALL	1/1/2021					1,219	1,219	1,219							
							Totals						1,219	1,219	1,219							
7	7	Bridge Street SE Regrade Bridge St. SE	3	P	0.13	GOW	ALL	1/1/2022					795	795	795					CE	No	

Agency: Orting

 Co. No.: 27

 Co. Name: Pierce County

 Hearing Date: 29-Aug-18

Adoption Date: _____

 City No.: 940

 MPO/RPTO: PSRC

Amend Date: _____

Resolution No.: _____

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road – Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federal Funded Project Only	
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (mm/yy)
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds						
									Federal Fund Code	Federal Cost by Phase										
1	2	3	4	5	6	7	8	9	10	12	13	14	15	18	17	18	19	20	21	
		from: Washington Ave. S. to: River Ave. SE Curve Regrade, paving, parking, curb/gutter, sidewalks, replace water main. Block Number 100-300																		
							Totals							795	795	795				

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Resolution No. _____

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road – Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars									Expenditure Schedule (Local Agency)				Federal Funded Project Only	
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (mm/yy)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
9	8	River Avenue SE Regrade River Avenue SE from: Callistoga St. E. to: River Ave. SE Curve Block Number: 100-300 Regrade, paving, parking, sidewalks, replace water main, sewer, storm.	3	P	0.16	GW	ALL	1/1/2023					981	981	981						
							Totals						981	981	981						
14	9	Orting Emergency Evacuation Bridge System at Gratzer Avenue NW Pedestrian Bridge over SR 162	14	P	0.02	GOSW	ALL	1/1/2020	STP(s)	742	PSMP	1,590	0	2,332	2,332						
							Totals			742		1,590	0	2,332	2,332						
7	10	Brown St. SE from: Washington Ave to: Varner Ave Chipseal Block 300	7	P	0.05		ALL	1/1/2019													Yes
							Totals														
7	11	Brown St. SE from: Varner Ave to: Cul De Sac Chipseal Block 500	7	P	0.11		ALL	1/1/2019													Yes
							Totals														
7	12	Brown Way SE from: Brown St Cul De Sac to: Washington Ave Chipseal Block 400	7	P	0.1		ALL	1/1/2019													Yes
							Totals														

Agency: Orting

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							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (mm/yy)
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds						
									Federal Fund Code	Federal Cost by Phase										
1	2	3	4	5	6	7	8	9	10	12	13	14	15	16	17	18	19	20	21	
7	13	Brown Way SE from: Washington Ave to: END (Brown Way) Chipseal Block 400	7	P	N/A		ALL	1/1/2019												Yes
							Totals													
7	14	Washington Ave S from: Olive St to: 514 Washington	7	P	0.06		ALL	1/1/2019												Yes
							Totals													
7	15	Hardefeldt St from: Varner to: Washington Chipseal Block 300	7	P	0.07		ALL	1/1/2019												Yes
							Totals													
7	16	Train Ave SE (dead end) from: River to: dead end Chipseal Block 400, 500	7	P	0.05		ALL	1/1/2019												Yes
							Totals													
7	17	Whitesell Ct NW from: Eldredge St to: dead end Chipseal Block 300	7	P	0.02		ALL	1/1/2019												Yes
							Totals													
7	18	Leber Ct NW from: Eldredge to: dead end Chipseal Block 300	7	P	0.02		ALL	1/1/2019												Yes
							Totals													

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							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (mm/yy)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
7	19	Callendar St NW from: Eldredge Ave to: Kensington Ave Chipseal Block 300	7	P	0.05			1/1/2019													
							Totals														
7	20	Callendar St NW from: Kensington Ave to: Orting Ave Chipseal Block 300	7	P	0.06		ALL	1/1/2019													
							Totals														
7	21	Callendar St NW from: Orting Ave to: Thompson Ave Chipseal Block 400	7	P	0.05		ALL	1/1/2019													
							Totals														
7	22	Callendar St NW from: Thompson Ave to: Groff Ave Chipseal Block 400, 600	7	P	0.16			1/1/2019													
							Totals														
7	23	Corrin Ave NW from: Whitehawk Blvd to Corrin Ct Chipseal Block 500	7	P	0.01		ALL	1/1/2019													
							Totals														
7	24	Corrin Ave NW from Corrin Ct to: Rowe St Chipseal Block 500	7	P	0.14		ALL	1/1/2019													
							Totals														

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							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (mm/yy)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
7	25	Corrin Ave NW from: Rowe St to: END (Corrin Ave) Chipseal Block 400	7	P	0.01		ALL	1/1/2019													
							Totals														
7	26	Eldredge Ave NW from: Whitehawk Blvd to: Rowe St Chipseal Block 500	7	P	0.13		ALL	1/1/2019													
							Totals														
7	27	Eldredge Ave NW from: Rowe St to: Callender Ct Chipseal Block 400	7	P	0.2		ALL	1/1/2019													
							Totals														
7	28	Eldredge Ave NW from: Callendar Ct to: Callendar St Chipseal Block 300	7	P	0.05		ALL	1/1/2019													
							Totals														
7	29	Eldredge Ave NW from: Callendar St to: Eldredge Ct Chipseal Block 300	7	P	0.05		ALL	1/1/2019													
							Totals														
7	30	Eldredge Ave NW from: Eldrege Ct to Whitesell St Chipseal Block 300	7	P	0.05		ALL	1/1/2019													
							Totals														

Agency: Orting

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Adoption Date: _____

Resolution No.: _____

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road – Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federal Funded Project Only		
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (mm/yy)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
7	31	Kensington Ave NW from : Rowwe St to: Callendar St Chipseal Block 400	7	P	0.12		ALL	1/1/2019													
							Totals														
7	32	Graff Ave NW from: Callendar St to: Burnett Ct Chipseal Block 300	7	P	0.05		ALL	1/1/2019													
							Totals														
7	33	Graff Ave NW from: Burnett Ct to: Thompson Ave Chipseal Block 200	7	P	0.08		ALL	1/1/2019													
							Totals														
7	34	Graff Ave NW from: Thompson Ave to: Orting Ave Chipseal Block 200	7	P	0.02		ALL	1/1/2019													
							Totals														
7	35	Orting Ave NW from: Whitehawk Blvd to: Orting Ct Chipseal Block 500	7	P	0.07		ALL	1/1/2019													
							Totals														
7	36	Orting Ave NW from: Orting Ct to: Callendar St Chipseal Block 400	7	P	0.07		ALL	1/1/2019													
							Totals														

Agency: Orting

 Co. No.: 27

 Co. Name: Pierce County

 Hearing Date: 29-Aug-18

Adoption Date: _____

 City No.: 940

 MPO/RPTO: PSRC

Amend Date: _____

Resolution No.: _____

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road – Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federal Funded Project Only			
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									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds								
									Federal Fund Code	Federal Cost by Phase												
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
7	37	Orting Ave NW from: Callendar St to Groff Ave Chipseal Block 300, 200	7	P	0.2		ALL	1/1/2019														
							Totals															
7	38	Rowe St NW from: Cornin Ave NW to: Eldredge Ave Chipseal Block 200	7	P	0.05		ALL	1/1/2019														
							Totals															
7	39	Rowe St NW from: Eldredge Ave to: Kensington Ave Chipseal Block 300	7	P	0.05		ALL	1/1/2019														
							Totals															
7	40	Thompson Ave NW from: Callendar St to: Groff Ave Chipseal Block 300, 200	7	P	0.16		ALL	1/1/2019														
							Totals															
7	41	401 Fairlane Street SW from: Sidewalk Block 400	7	P	0.02		ALL	1/1/2019														
							Totals															
7	42	220 Bowlin Ave NE from: Sidewalk Block 200	7	P	0.02		ALL	1/1/2019														
							Totals															
7	43	313 Bridge Street SW from: Sidewalk Block	7	P	0.02		ALL	1/1/2019														
							Totals															

Agency: Orting

 Co. No.: 27

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									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds						
									Federal Fund Code	Federal Cost by Phase										
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
		300					Totals													
7	44	406 Mill Ave. SE from: Sidewalk Block 400	7	P	0.02		ALL	1/1/2019												
							Totals													
7	45	416 Hardefeldt Street SE from: Sidewalk Block 400	7	P	0.02		ALL	1/1/2019												
							Totals													
7	46	401 Varner Ave SE (SAW on Hardefeldt) from: Sidewalk Block 400	7	P	0.02		ALL	1/1/2019												
							Totals													
7	47	415/419 Varner Ave SE from: Sidewalk Block 400	7	P	0.02		ALL	1/1/2019												
							Totals													
7	48	420 Varner Ave SE from: Sidewalk Block 400	7	P	0.02		ALL	1/1/2019												
							Totals													
7	49	505 Varner Ave SE from: Sidewalk Block 500	7	P	0.02		ALL	1/1/2019												
							Totals													
7	50	307 Calistoga Street W from: Sidewalk	7	P	0.02		ALL	1/1/2019												

Agency: Orting

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									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds						
									Federal Fund Code	Federal Cost by Phase										
		Block 300					Totals													
7	51	317 Calistoga Street W from: Sidewalk Block 300	7	P	0.02		ALL	1/1/2019												
							Totals													
7	52	405/407 Calistoga Street W from: Sidewalk Block 400	7	P	0.02		ALL	1/1/2019												
							Totals													
7	53	411 Calistoga Street W from: Sidewalk Block 400	7	P	0.02		ALL	1/1/2019												
							Totals													
7	54	408 Calistoga Street W from: Sidewalk Block 400	7	P	0.02		ALL	1/1/2019												
							Totals													
7	55	Grinnel Ave SW from: east side Deeded Lane and Kansas Street SW Sidewalk Block 400	7	P	0.02		ALL	1/1/2019												
							Totals													
7	56	Grinnel Ave SW from: west side Deeded Lane and Kansas Street SW Sidewalk Block 400	7	P	0.02		ALL	1/1/2019												
							Totals													
7	57	Grinnel Ave SW from: west side Kansas St. SW and Fairlane St. SW	7	P	0.02		ALL	1/1/2019												

Agency: Orting

 Co. No.: 27

 City No.: 940

 Co. Name: Pierce County

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									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds								
									Federal Fund Code	Federal Cost by Phase												
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
		Sidewalk Block																				
		Totals																				
7	58	Hayes Ave SW from: east side Beeded Lane and Kansas St. SW Sidewalk Block 400	7	P	0.02		ALL	1/1/2019														
		Totals																				
7	59	Hayes Ave SW from: west side Deeded Ln and Kansas St. SW Sidewalk Block	7	P	0.02		ALL	1/1/2019														
		Totals																				
7	60	Eldredge Ave SW from: east side Kansas St. SW and Bridge St. SW Sidewalk Block	7	P	0.25		ALL	1/1/2019														
		Totals																				
7	61	Corrin Ave SE from: est side Harman Way S and end of street Sidewalk Block 400/500	7	P	0.02		ALL	1/1/2019														
		Totals																				
7	62	Olive St. SW from: Northside of street Sidewalk Block	7	P	0.025		ALL	1/1/2019														
		Totals																				
7	63	Mill Ave SE from: Factory to: Bridge Sidewalk Block	7	P	0.025		ALL	1/1/2019														
		Totals																				
7	64	Mill Ave SE	7	P	0.02		ALL	1/1/2019														

Agency: Orting

 Co. No.: 27

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 Hearing Date: 29-Aug-18

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									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
		from: Eastside from Christian Lane sidewalk Block																			
		Totals																			
7	65	Mill Ave SE from: Varner Ave SE to: Train St. SE Sidewalk Block	7	P	0.02		ALL	1/1/2019													
		Totals																			
7	66	Varner Ave NW from: westside of Varner from Train Sidewalk Block	7	P	0.025		ALL	1/1/2019													
		Totals																			
7	67	Bridge Street from: southside of Bridge Street Sidewalk Block	7	P	0.02		ALL	1/1/2019													
		Totals																			
GRAND TOTALS FOR ORTING:																					

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

Regular Business Meeting Minutes
Orting Multi-Purpose Center
202 Washington Ave. S, Orting, WA
August 8th, 2018
7 p.m.

Mayor Joshua Penner, Chair

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

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

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

Staff Present: Mark Bethune, City Administrator, Jane Montgomery, City Clerk, Scott Larson, Treasurer, JC Hungerford, Engineer, Greg Reed, Public Works Director, Justin Nale, Public Works Employee, Charlotte Archer, City Attorney.

REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA.

Councilmember Gunther asked for a variance on the process outlined by the City Ethics policy. City Attorney Archer explained that the policy was passed by a legislative decision of Council.

2. PUBLIC COMMENTS

Chris Hopfauf

Mr. Hopfauf stated that he feels the City is facing possible liability. Mr. Hopfauf said that the Manor uses the City parking lot for events and he would like to know if the City has an agreement for that with the Manor. Mr. Hopfauf also commented that the City is discriminating against him in regard to placement of his video recording equipment. He stated that the rule says "all video recording should be in a site specific and feels that should include PCTV cameras. He stated that at another meeting, a person had their cell phones out at a location other than south of the kitchen door, and no one required that they move. He stated that he was going to stay at his present location which was not at the location specified by the Council rules.

Councilmember McDonald asked that the Council rules regarding placement of video cameras by the public be located per the Council policy. She asked that Mr. Hopfauf move his camera to that location. Mayor Penner stated that the placement of video recording equipment used by the public needs to adhere to Council policy. He explained that his role is to Chair the meeting and his responsibility in that role is to manage the meeting according to Council rules. Mr. Hopfauf complied with the request to move to the location cited in Council rules.

Jennifer Bradley

Ms. Bradley said that we are controlled by the Janovich killers in Pierce County. She also stated that she feels those in Pierce County are controlling us through drugs and taking private property.

3. PUBLIC HEARING

A. Proposed Utility Rates for 2019.

Mayor Penner opened the hearing at 7:12pm, announced the title of the hearing, and read the rules. Scott Larson briefed. Treasurer Larson provided a PowerPoint and went thru each section. Council was provided a 2019 recommended rate sheet which was proposed by the Public Works Committee. The rates will allow the utilities to continue providing service as well as work on the projects that are outlined on the capital improvement plans that have been adopted by Council. JC Hungerford briefed on the larger Capital Improvement Projects in each utility. There will be a second hearing on August 29th.

Public Comments.

Doug Bishop

Mr. Bishop would like to see rate comparable to other Cities and would also like to see the rates from private water companies as well. He would like to know if this includes hookup fees.

Jennifer Bradley

Ms. Bradley began to speak about any brass, iron, copper, that they take out of the pipes that the City needs to be held accountable. She began to talk about Western State Hospital.

Mayor Penner advised Ms. Bradley that comments needed to be restricted to Utility rates. Ms. Bradley then commented on an unknown topic refusing to restrict her comments to the hearing topic. Mayor Penner asked Chief Gard to escort Ms. Bradley from the room.

Council Comments or Questions.

Council comments were on the following topics:

- Utility are based on cost of service;
- The need to be careful when using comparable;
- A decrease in Stormwater rates in 2018;
- The fund balance and what percentage has been spent to day- (50-60%).

Mayor Penner closed the hearing at 7:40pm.

REQUEST FOR CONSENT AGENDA ITEMS TO BE PULLED FOR DISCUSSION.

None.

4. CONSENT AGENDA

1. Study Session Meeting Minutes of July 18, 2018.
2. Regular Meeting Minutes of July 25, 2018.
3. Payroll and Claims Warrants.

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

5. COMMISSION REPORTS

Planning Commission

Kelly Cochran reported:

- Reviewed Signage for Recovery Café;
- Saw a request for a picnic shelter at the Eagles hall;

Americans with Disabilities Act – reasonable accommodations provided upon request (360) 893-2219
Page 2 | 4

Upcoming Meetings: Study Session Meeting: August 15th, 2018, 6pm (MPC), Regular Meeting August 29th, 2018, 7pm (MPC).

- Color scheme change on Munson Chiropractic;
- Procedural rules for Planning Commission;
- Sign Code.

6. NEW BUSINESS

A. ALLEGED VIOLATION OF COUNCIL ETHICS POLICY

City Attorney Charlotte Archer briefed on the alleged violation of the Council Ethics policy. She stated there are nine provisions of conduct that are ethics violations. The Policy laid out a process and procedure to follow in the event of an allegation of a violation of the ethics policy. She provided a detailed report to Council of her legal opinion on the alleged violations. The City received a complaint that alleges a violation of the Code of Ethics. The complaint alleges that 3 violations were made. The City Attorney stated that allegation #1 does not match a violation of the code of ethics, allegation #2 does not match a violation, and allegation #3 meets part of the standard but not all of the provisions so she cannot make a determination on allegation #3. She stated that would have to be left up to the Council to determine. The allegation is in regard to Rule #8. She read the allegation from the complaint. She stated the Council has three options as follows:

1. Take no action
2. Refer to Hearing Examiner
3. Kick to the next meeting

City Attorney Archer stated that there was an error in her report and that Councilmember Kelly may speak but not participate in a vote.

Council discussion followed about the course of action they wished to take and details of the process and procedure.

Councilmember Drennen made a motion to refer violation #3 to a hearing Examiner. Councilmember Gunther second.

A roll call vote was taken:

Gunther- Yes, Gehring- No, Harman- Abstain, McDonald- No, Hogan- Yes, Drennen- Yes.

Motion passed (4-2).

Deputy Mayor Harman did not give a reason as to his recusal. In this case a recusal would be an affirmative vote per Council Rule 5.2.E – A recusal without a valid disqualification counts as ***affirmative***.

According to Roberts Rules if a person abstains they are taken out of the pool of available votes. In that case there would be 5 voting Councilmembers, so the vote would have been calculated as passing **(3-2)**. **In either case the motion passed.**

The hearing Examiner has 60 days to provide Council a report.

Training

City Attorney Archer provided training on the Open Public Meeting Act which is a requirement for Councilmembers and Commissioners. Present were:

Kelly Cochran, Planning Commissioner, All Councilmembers, Mark Bethune, Jane Montgomery, Scott Larson, Greg Reed, Chris Gard, Mayor Penner, Justin Nale.

Americans with Disabilities Act – reasonable accommodations provided upon request (360) 893-2219

Page 3 | 4

Upcoming Meetings: Study Session Meeting: August 15th, 2018, 6pm (MPC), Regular Meeting August 29th, 2018, 7pm (MPC).

7. EXECUTIVE SESSION

The City Clerk stated that there would be an Executive Session per RCW 42.30.110. (i) (2). The risk of potential litigation. They will be out for 10 minutes, with no action after they return to open session.

Mayor Penner recessed the meeting at 8:35pm for a 5 minute break prior to the Executive session.

Executive session started at 8:40 pm
Executive session ended at 8:50pm.

8. ADJOURNMENT

Councilmember Drennen made a motion to Adjourn. Second by Councilmember Hogan. Motion passed (7-0).

Mayor Penner adjourned the meeting at 8:50pm.

ATTEST:

Jane Montgomery, City Clerk, CMC

Joshua Penner, Mayor

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 Minutes
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.

Deputy Mayor Harman called the meeting to order at 6:00pm. Councilmember McDonald led the pledge of allegiance.

Councilmembers Present: Deputy Mayor Dave Harman, Councilmembers Nicola McDonald, Tod Gunther, Scott Drennen, and Greg Hogan.

Absent: Gehring, Kelly – Councilmember Gehring informed Councilmember McDonald that she would not be able to attend the study session.

Councilmember Kelly arrived at 6:15pm

Staff Present: Mark Bethune, City Administrator, Jane Montgomery, City Clerk, Scott Larson, Treasurer, Greg Reed, PW Director, Beckie Meek, Parks and Recreation Director, and Chris Gard, Chief of Police

2. COMMITTEE REPORTS

Public Works

✚ CM Drennen & CM Gehring

Councilmember Drennen briefed on discussions from the Transportation portion of the Public Works Committee:

- SR 162 Bridge
A draft flyer was passed out of the proposed project. Questions on the flyer were:
 - a) The possibility of putting the information on the project on the website or putting a QR code on the flyer;
 - b) A list of donors on the flyer;
 - c) The possibility of putting the Bridge for Kids logo on the flyer;
 - d) The possibility of saying "Will not deter the Mt. Rainier view";
 - e) Marker on the trail using augmented reality views;

By consensus Council gave Councilmember Drennen the go ahead to continue with the flyer. Councilmember Drennen will move this to JC Hungerford for the final design.

- SW Connector;
- Kansas St. at what point to go forward-wait to 30% design before engaging the public;
- Water Usage discussed, there was a spike in usage;
- Stormwater compliance issues;
- Fats, oils and greases.

Public Safety

✚ CM Kelly & CM Hogan

Councilmember Hogan briefed:

- Recreational Vehicle Ordinance still in the works;
- Police Vehicles were ordered;
- The V150 has been sent back.

Community and Government Affairs

✚ CM McDonald & CM Gunther

Councilmember McDonald briefed that most of the items from Committee are on the agenda with the exception of Background checks for elected officials. That item was dropped due to advice provided by the City Attorney.

3. STAFF REPORTS

City Administrator Mark Bethune.

- **VanPools-** He would like to stimulate the program and see the City incentivize citizens to participate. The goal is to reduce traffic congestion. Administrator Bethune will ask for \$5,000 during budget talks.
- Facilities Report;
- Helix- City Hall/PS Facility- First elevations, pictures and prices on September 7th;
- Patriot Construction- meeting with them this Friday;
- External Marketing at the Emergency Preparedness fair;
- Asset Management- sill working on the contract.

Discussion followed on how Vanpools are formed and all the details of the program.

City Treasurer Scott Larson.

He has been working on the budget and has gotten feedback from staff and the Mayor; He read a letter to the Council from snowbirds who do not want to pay for services when they are gone;

Public Works Director Greg Reed.

A big jump in water usage;
Issues with street pipes;
TBD sidewalk replacement list was given to the City Engineer;
Looked at sidewalks that are not connected;
The levels of fats and grease.

Parks and Recreation Director Beckie Meek.

White Hawk Park bids;
Asked Council to allow her to skip study session on White Hawk bids and move bids forward to Parks Advisory Board, then go to CGA Committee on September 6th, then to the September 12th meeting for final vote. Council by consensus agreed to the timeline.

Chief of Police, Chris Gard

Summerfest was a success, they did a fingerprinting event;
National night out was a success;
Gearing up for Pumpkin fest.

Mayor, Joshua Penner.

The League of women Voters has asked for a waiver of the fee for a candidate forum that they wish to facilitate in the City of Orting. Council determined that they did not want to waive the fee. The Mayor and other staff will chip in personally for the \$20.00 fee. The Mayor also briefed that they are proposing a budget retreat on October 13th, 2018.

4. AGENDA ITEMS

A. AB18-70- Foreclosed Property Registration - Ordinance No. 2018-1034.

Councilmember Hogan asked Code Enforcement Officer Larry Eisenhart to brief.

Officer Eisenhart provided the history that drove the creation of the proposed ordinance. The proposed ordinance would require the banks to tell the City that a house is in foreclosure. This will save code enforcement Officers hours and hours spent tracking down the owners of zombie properties. A registration is very helpful. A fee will need to be determined by the City Council at a later date. Questions and discussion followed. Council moved this forward by consensus but wanted clarification of the definition of the word vacant.

Councilmember Kelly wanted to know if they could add registration of derelict properties. Staff will consult with the City Attorney. A public hearing is required on this item. By consensus this will be moved to the agenda of September 12th. In conjunction with a hearing.

B. AB18-63- Authorize the Mayor to enter into an agreement with Pierce County of Multi-Jurisdictional Specialty Teams - Resolution No. 2018-09

Chief Gard asked that this be dropped from the agenda as they need more time to review additional facts.

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

Director Meek briefed on the bid process for Calistoga Park Play Equipment, Phase 1. The Board recommended Buell Recreation to the Community and Government Affairs Committee (CGA). As the low bidder. CGA Committee concurred with the recommendation. Council by consensus moved this forward to the consent agenda for August 29th.

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

Councilmember McDonald briefed that the application was presented to the CGA Committee and they are recommending approval of the sponsorship request. Council by consensus moved this forward to the consent agenda of August 29th. Council would like to have a report from the applicant at the first meeting in September to promote the event. Director Meek will contact them.

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

Councilmember Gunther briefed on the location of the video recording and its impact on the ability of the livestream to be heard. Councilmember Gunther would like to broadcast the meeting via a Bluetooth device to the whole room. Councilmember Gunther ordered the equipment and would like to test it with the City Clerk. He prefers this to amending the policy. Councilmember McDonald briefed that there are two issues regarding this policy. She stated that Mr. Hopfauf discussed this issue at the CGA Committee and it was understood that it is not the City's obligation to provide audio equipment because he is farther back in the room. The other issue he brought up was that not every piece of broadcast equipment is required to be at the back of the room. The City Clerk noted that PCTV is part of the City and that Chapter 7 refers to Media and Citizens.

Mayor Penner confirmed that PCTV is part of the City. He stated the challenging thing is to have a clear set of guidelines. Judgement calls can be difficult. More discussion followed regarding the City's desire to live stream, the legalities of posting and the timing and implementation of an upgrade.

F. AB18-66- Volunteer Program.

Scott Larson briefed on the Volunteer Program. Volunteers currently work with Parks, at the Police Department, and on the day of service. The Court would like to have a volunteer. This policy requires a job description for each volunteer and would manage risk and outline expectations. Discussion followed. Council would like to add to the agreement for volunteer services, (add "in a timely manner") and add to "immediate supervisor/Personnel Manager". Mayor Penner commented that without this policy we cannot allow citizens to work in areas in the City. The policy creates bureaucracy but at the same time it creates opportunities.

Volunteers will not do work covered by the Union. Council by consensus moved this forward to the consent agenda on August 29th.

G. AB18-67-Economic Development Plan.

Councilmember McDonald stated that the City can't afford to implement all of this plan so a determination will have to be made as to which items can be budgeted and when. She is in favor of the entire plan. Administrator Bethune briefed and read thru the thru primary obligations. Discussion followed. This will be reviewed again during budget sessions.

H. AB18-68-External Marketing Plan.

Mark briefed on the request for \$3,500 for marketing materials. He went thru the materials he would like to purchase. Mayor Penner briefed on utilizing technology and the potential to develop a network to make that happen internally and externally. Discussion followed. By Consensus Council agreed that \$3,500 can be spent for marketing materials presented.

I. AB18-69-Communication Plan.

Administrator Bethune briefed on the proposed communication plan. He spoke about internal and external communication. This is a robust plan. Discussion followed. This will be discussed in depth at budget time. The next step per Mayor Penner will be how to implement the plan that Council requests.

J. AB18-71- Surplus Cemetery Property.

Administrator Bethune briefed on an incident at the cemetery with a tree fall. He would like permission to get an appraisal on the property and its best use. The cost for the appraisal is \$3,500. Council by consensus agreed to get an appraisal.

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

Administrator Bethune stated the County approached the City and asked about changing the name. The County labels sections of the Levee per Scott Drennen. Ken had passion for the Levee. Administrator Bethune will put together a joint resolution with Pierce County to name the Levee and the Creek. Councilmember Gunther recommended getting public input as well. Council would like to move this forward for a hearing on September 12th.

L. AB18-73-Transportation Improvement Program.

Administrator Bethune briefed. He stated that sidewalk projects had to be added in. The sidewalk projects are items 47-73. He recommended the following changes. Move #4 to #2, and move 8 and 9 to 3 and 4. This requires a public hearing. By consensus this was moved forward to the meeting on August 29th.

5. ADJOURNMENT

Councilmember Gunther made a motion to Adjourn. Second by Councilmember McDonald. Motion passed (7-0).

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

ATTEST:

Jane Montgomery, City Clerk, CMC

Joshua Penner, Mayor

CITY OF ORTING
VOUCHER/WARRANT REGISTER
FOR AUGUST 29, 2018 COUNCIL

CLAIMS/PAYROLL VOUCHER APPROVAL

CITY OF ORTING

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

CLAIMS WARRANTS #46355 THRU #46417
IN THE AMOUNT OF \$ 143,823.47

PAYROLL WARRANTS # 23341 THRU #23352
IN THE AMOUNT OF \$139,103.16

ARE APPROVED FOR PAYMENT ON AUGUST 29, 2018

COUNCILPERSON _____

COUNCILPERSON _____

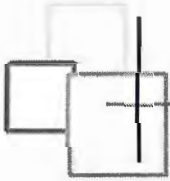
CITY CLERK _____



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2018 - August 2018 - 2nd Council

Fund Number	Description	Amount
001	Current Expense	\$81,100.59
101	City Streets	\$6,718.17
104	Cemetery	\$466.02
105	Parks Department	\$1,129.34
320	Transportation Impact	\$707.00
401	Water	\$23,999.17
408	Wastewater	\$20,025.92
410	Stormwater	\$9,671.26
	Count: 8	\$143,823.47

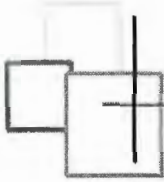


Register

Fiscal: 2018
 Deposit Period: 2018 - August 2018
 Check Period: 2018 - August 2018 - 2nd Council

Account	Name	Print Date	Clearing Date	Amount
Key Bank	2000073			
Check				
<u>46355</u>	Jones, Darren	8/6/2018	8/14/2018	\$4,078.36
<u>46356</u>	Axon Enterprise INC	8/20/2018		\$4,092.19
<u>46357</u>	Bhc Consultants	8/20/2018		\$4,003.51
<u>46358</u>	Bratwear-Sound Uniform Solutions	8/20/2018		\$718.96
<u>46359</u>	Business Solutions Center	8/20/2018		\$124.60
<u>46360</u>	Carstar Cornforth Campbell	8/20/2018		\$9,901.30
<u>46361</u>	Comcast	8/20/2018		\$21.22
<u>46362</u>	Cross Connection Spec.	8/20/2018		\$169.19
<u>46363</u>	Curry & Williams, P.I.L.C	8/20/2018		\$1,958.34
<u>46364</u>	Good to Go	8/20/2018		\$7.00
<u>46365</u>	Goodyear Tire Center	8/20/2018		\$719.19
<u>46366</u>	Gsr Polygraph Services	8/20/2018		\$175.00
<u>46367</u>	Hach Company	8/20/2018		\$493.27
<u>46368</u>	KCDA Purchasing Cooperative	8/20/2018		\$260.42
<u>46369</u>	Konica Minolta Business-Usa Inc	8/20/2018		\$218.82
<u>46370</u>	Lewis, Jennifer	8/20/2018		\$896.00
<u>46371</u>	Logan Enterprises INC	8/20/2018		\$395.00
<u>46372</u>	Office Depot	8/20/2018		\$76.50
<u>46373</u>	Orca Pacific, Inc	8/20/2018		\$605.00
<u>46374</u>	O'Reilly Auto Parts	8/20/2018		\$98.73
<u>46375</u>	P.c. Budget & Finance	8/20/2018		\$505.42
<u>46376</u>	Popular Networks, Llc	8/20/2018	8/20/2018	\$13,368.38
<u>46377</u>	Puget Sound Energy	8/20/2018		\$15,463.46
<u>46378</u>	Sarco Supply	8/20/2018		\$372.47
<u>46379</u>	The News Tribune	8/20/2018	8/22/2018	\$1,961.68
<u>46380</u>	The Walls Law Firm	8/20/2018		\$1,875.00
<u>46381</u>	United Laboratories	8/20/2018		\$274.12
<u>46382</u>	US Bank Equipment Finance	8/20/2018		\$327.83
<u>46383</u>	Utilities Underground Location Center	8/20/2018		\$215.60
<u>46384</u>	UW Valley Medical Center - OHS-Renton	8/20/2018		\$495.00
<u>46385</u>	Valley Sign	8/20/2018		\$109.30
<u>46386</u>	Wa. State Dept. of Ecolog	8/20/2018		\$760.00
<u>46387</u>	Washington Associatoin Of Code Enforcement	8/20/2018		\$200.00
<u>46388</u>	Water Management Lab Inc.	8/20/2018		\$382.47
<u>46389</u>	Bratwear-Sound Uniform Solutions	8/29/2018		\$691.87

Number	Merchant	Post Date	Clearing Date	Amount
46390	Consolidated Supply	8/29/2018		\$229.46
46391	Cope's Orting Pharmacy (C	8/29/2018		\$4.80
46392	Crystal & Sierra Springs	8/29/2018		\$236.48
46393	Drain-Pro INC	8/29/2018		\$426.82
46394	Environmental Systems Research Institute INC	8/29/2018		\$3,716.20
46395	Froehling, Antoni H	8/29/2018		\$150.00
46396	Helix Design Group	8/29/2018		\$25,252.93
46397	Mitel Leasing	8/29/2018		\$1,098.72
46398	Mitel Technologies, Inc	8/29/2018		\$329.54
46399	Orca Pacific, Inc	8/29/2018		\$605.00
46400	Penner, Joshua	8/29/2018		\$156.42
46401	Pierce County Library System	8/29/2018		\$810.00
46402	Pitney Bowes Purchase Power	8/29/2018		\$987.85
46403	Popular Networks, Llc	8/29/2018		\$4,782.97
46404	Puget Sound Energy	8/29/2018		\$6,555.59
46405	Puget Sound Regional Coun	8/29/2018		\$2,211.00
46406	Rundle, Denis	8/29/2018		\$9.83
46407	Sound Municipal Consultants-Emily Terrell	8/29/2018		\$11,228.00
46408	Tacoma Pierce County Health Dept	8/29/2018		\$990.00
46409	Vermeer Northwest	8/29/2018		\$51.30
46410	Vision Forms LLC	8/29/2018		\$2,357.00
46411	Wa. State Dept. of Ecolog	8/29/2018		\$707.00
46412	Water Management Lab Inc.	8/29/2018		\$660.00
46413	Western Exterminator Company	8/29/2018		\$2,104.03
46414	Wex Bank	8/29/2018		\$2,491.97
46415	Whitworth Pest Solutions, INC	8/29/2018		\$295.06
46416	Winfield	8/29/2018		\$254.47
46417	Zumar Industries Inc	8/29/2018		\$97.05
EFT Aug 2018 MasterCard	Keybank-MasterCard	8/29/2018	8/15/2018	\$9,008.78
		Total	Check	\$143,823.47
		Total	2000073	\$143,823.47
		Grand Total		\$143,823.47



Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
Axon Enterprise INC	46356	SI-1532457	001-594-21-64-43		\$4,092.19
				Total	\$4,092.19
Bhc Consultants	46357	0009844-I	001-558-60-41-02	Planning Consultants-On Call Services	\$1,581.68
		0009844-II	001-558-60-41-02	Planning Consultants-SMP Update	\$53.55
		0010126	001-558-60-41-02	Planning Consultants-On Call Services	\$2,368.28
				Total	\$4,003.51
Bratwear-Sound Uniform Solutions	46389	201805B164	001-521-20-31-01	Uniform Items for Officer Deffit	\$185.41
	46358	201807B076	001-521-20-31-01	Uniform Items for Deffit	\$589.04
		201807B106	001-521-20-31-01	Uniform Items for Deffit	\$129.92
	46389	20180B138	001-521-20-31-01	Uniform Items for Officer Hattaway	\$506.46
				Total	\$1,410.83
Business Solutions Center	46359	352Aug2018	001-571-20-44-00	2018 Parking Permits	\$124.60
				Total	\$124.60
Carstar Cornforth Campbell	46360	14331	001-521-50-48-02	Repair to Police Car-Ford Interceptor 17745	\$9,901.30
				Total	\$9,901.30
Comcast	46361	5839-Aug2018	001-514-23-42-00 401-534-10-42-01 408-535-10-42-01	City Hall Cable City Hall Cable City Hall Cable	\$7.08 \$7.07 \$7.07
				Total	\$21.22
Consolidated Supply	46390	S8887357.001	401-534-50-48-02	Meter Supplies	\$229.46
				Total	\$229.46
Cope's Orting Pharmacy (C	46391	15361	001-575-50-31-01	Pens for Park & Rec	\$4.80
				Total	\$4.80

Vendor	Number	Invoice	Account Number	Description	Amount
Cross Connection Spec.	46362	29718	401-534-60-48-00	Backflow Testing-City Owned	\$169.19
				Total	\$169.19
Crystal & Sierra Springs	46392	5225720 081818	401-534-10-31-00	Water for Public Works	\$74.80
			408-535-10-31-00	Water for Public Works	\$86.87
			410-531-38-31-00	Water for Public Works	\$74.81
				Total	\$236.48
Curry & Williams, P.I.I.c	46363	Aug2018-302	001-512-50-10-02	Court Judge-July 2018	\$1,958.34
				Total	\$1,958.34
Drain-Pro INC	46393	46765	408-535-60-48-04	Honey Bucket Rental-401 WhiteHawk Park	\$150.00
		46766	408-535-60-48-04	Honey Bucket Service-Cali & Washington Ave S	\$97.82
		46767	408-535-60-48-04	Honey Bucket Service-101 Washington Ave	\$179.00
				Total	\$426.82
Environmental Systems Research Institute INC	46394	93500732	101-542-30-41-15	GIS Consulting	\$929.05
			401-534-10-41-37	GIS Consulting	\$929.05
			408-535-10-41-39	GIS Consulting	\$929.05
			410-531-38-41-08	GIS Consulting	\$929.05
				Total	\$3,716.20
Froehling, Antoni H	46395	8094	001-558-60-31-01	Variance for Stowe-Majestic View	\$150.00
				Total	\$150.00
Good to Go	46364	TB 182119867	001-521-50-48-02	Isenhart-Narrows Bridge Toll	\$7.00
				Total	\$7.00
Goodyear Tire Center	46365	35607	001-521-50-48-02	Tires for 07 Tahoe 50388D	\$719.19
				Total	\$719.19
Gsr Polygraph Services	46366	18-018	001-521-20-41-00	Polygraph for Officer Boone	\$175.00
				Total	\$175.00
Hach Company	46367	11063974	408-535-10-31-00	Lab Supplies	\$52.25
		11067697	408-535-10-31-00	Lab Supplies	\$259.82
		11072251	408-535-10-31-00	Lab Supplies	\$52.25

Vendor	Number	Invoice	Account Number	Notes	Amount
Hach Company	46367	11077329	401-534-10-31-00	Lab Supplies	\$128.95
				Total	\$493.27
Helix Design Group	46396	A18-021-01 0000002	001-518-20-40-02	City Hall Facilities	\$7.98
			001-521-50-46-07	City Hall Facilities	\$15.97
			401-534-10-40-01	City Hall Facilities	\$3.19
			408-535-10-40-01	City Hall Facilities	\$3.19
			410-531-31-40-01	City Hall Facilities	\$1.60
		A18-021.02 0000005	001-518-20-40-02	City Hall Facilities	\$5,130.75
			001-521-50-46-07	City Hall Facilities	\$10,261.50
			401-534-10-40-01	City Hall Facilities	\$2,052.30
			408-535-10-40-01	City Hall Facilities	\$2,052.30
			410-531-31-40-01	City Hall Facilities	\$1,026.15
		A18-021.06 0000002	001-518-20-40-02	City Hall Facilities	\$928.13
			001-521-50-46-07	City Hall Facilities	\$1,856.25
			401-534-10-40-01	City Hall Facilities	\$371.25
			408-535-10-40-01	City Hall Facilities	\$371.25
			410-531-31-40-01	City Hall Facilities	\$185.62
		A18-021.5 0000001	001-518-20-40-02	City Hall Facilities	\$246.38
			001-521-50-46-07	City Hall Facilities	\$492.75
			401-534-10-40-01	City Hall Facilities	\$98.55
			408-535-10-40-01	City Hall Facilities	\$98.55
			410-531-31-40-01	City Hall Facilities	\$49.27
				Total	\$25,252.93
Jones, Darren	46355	AUG2018-300	401-343-40-04-00	Refund for Water GPC & Surcharge. Decided not to run the water line under the road because of cost	\$4,037.98
			401-343-40-05-00	Refund for Water GPC & Surcharge. Decided not to run the water line under the road because of cost	\$40.38
				Total	\$4,078.36
KCDA Purchasing Cooperative	46368	300301465	408-535-50-48-02	Trash Liners	\$260.42
				Total	\$260.42
Keybank- MasterCard	EFT Aug 2018 1668-Aug2018 MasterCard		001-511-60-31-01	Office Supplies	\$17.17
			001-511-60-31-01	Copy Paper-Post Its	\$53.65
			001-514-23-31-02	Office Supplies	\$17.17
			001-514-23-31-02	Copy Paper-Post Its	\$53.64
			001-514-23-31-02	Toner	\$76.42
			001-514-23-31-02	Flowers for Vazquez	\$80.68
			001-514-40-41-19	Payroll Training- O'Harra Buttz	\$149.00
			001-521-20-31-03	Toner	\$76.42
			401-534-10-31-00	Office Supplies	\$17.17
			401-534-10-31-00	Copy Paper-Post Its	\$53.65

Vendor	Number	Invoice	Account Number	Notes	Amount
Keybank-MasterCard	EFT Aug 2018	1668-Aug2018	401-534-10-31-00	Toner	\$76.41
			408-535-10-31-00	Office Supplies	\$17.17
			408-535-10-31-00	Copy Paper-Post Its	\$53.65
			408-535-10-31-00	Toner	\$76.42
			410-531-38-31-00	Office Supplies	\$17.17
			410-531-38-31-00	Copy Paper-Post Its	\$53.65
			410-531-38-31-00	Toner	\$76.42
	1731-Aug2018		001-514-23-31-02	Plants for City Hall Entrance Planters	\$116.00
			410-531-38-48-00	Brass Domed Markers	\$87.21
	1823-Aug2018		001-514-23-31-02	Yearly Acrobat Pro	\$29.47
			001-514-23-31-02	Keyboard-Check Registry-Foot Rest	\$48.52
			401-534-10-31-00	Yearly Acrobat Pro	\$29.48
			401-534-10-31-00	Keyboard-Check Registry-Foot Rest	\$48.52
			408-535-10-31-00	Yearly Acrobat Pro	\$29.47
			408-535-10-31-00	Keyboard-Check Registry-Foot Rest	\$48.53
			410-531-38-31-00	Yearly Acrobat Pro	\$29.48
			410-531-38-31-00	Keyboard-Check Registry-Foot Rest	\$48.52
	2933-Aug2018		001-513-10-49-00	Motel for AWC Training	\$518.07
	4050-Aug2018		001-521-40-49-00	Taser Re- Certification Boone	\$325.00
			001-521-50-48-05	Bike Repairs- Equipment	\$73.12
	5423-Aug2018		001-525-60-30-01	EMS Stretcher- Items for Emergency Back Packs	\$728.27
			001-525-60-30-01	Complete Earthquake Bags	\$1,506.01
			401-534-10-31-00	Amazon Prime Membership	\$7.10
			401-534-10-31-00	Post It Markers	\$8.74
			401-534-10-31-00	File Tote	\$10.21
			401-534-10-31-00	Received Stamp	\$23.41
			401-534-10-31-00	Vinegar	\$44.91
			401-534-10-31-00	Office Supplies	\$57.06
			401-534-10-31-00	EMS Stretcher- Items for Emergency Back Packs	\$274.51
			401-534-10-31-00	Complete Earthquake Bags	\$579.23
			401-534-10-31-04	Workboots-Barfield	\$150.00
			401-534-90-49-00	2018 Fall Conference- Evergreen Rural Water Barfield	\$112.50
			408-535-10-31-00	Amazon Prime Membership	\$7.10
			408-535-10-31-00	Post It Markers	\$8.74
			408-535-10-31-00	File Tote	\$10.22
			408-535-10-31-00	Received Stamp	\$23.42
			408-535-10-31-00	EMS Stretcher- Items for Emergency Back Packs	\$67.76

Vendor	Number	Invoice	Account Number	Notes	Amount	
Keybank-MasterCard	EFT Aug 2018 MasterCard	5423-Aug2018	408-535-10-31-00	Complete Earthquake Bags	\$347.54	
			408-535-10-31-00	Brochure for What not to Flush	\$416.05	
			408-535-10-31-05	Safety Clothing-T Shirts	\$31.20	
			408-535-10-31-05	Workboots-Barfield	\$150.00	
			408-535-90-49-00	2018 Fall Conference-Evergreen Rural Water Barfield	\$112.50	
			410-531-38-31-00	EMS Stretcher-Items for Emergency Back Packs	\$274.52	
			410-531-38-31-00	Complete Earthquake Bags	\$463.47	
			410-531-38-48-00	5 Gallon Water Jugs	\$43.65	
			5725-Aug2018	001-514-40-41-19	AWC Training-Bethune	\$259.04
				401-534-90-49-00	AWC Training-Bethune	\$129.52
				408-535-90-49-00	AWC Training-Bethune	\$77.71
				410-531-31-40-06	AWC Training-Bethune	\$51.80
			6144-Aug2018	001-571-20-31-01	July Storage	\$175.00
				001-571-20-31-17		\$21.68
				001-571-20-31-21		\$21.67
				001-571-20-31-23		\$21.67
				001-571-20-31-25		\$21.69
				001-571-20-31-27		\$21.69
				001-571-20-31-32		\$21.67
				104-536-20-31-00	Flags for Cemetery	\$319.29
7765-Aug2018	001-513-10-31-00	Monthly Drop Box	\$10.98			
		Total	\$9,008.78			
Konica Minolta Business-Usa Inc	46369	253258611	001-521-10-40-06		\$218.82	
				Total	\$218.82	
Lewis, Jennifer	46370	AUG2018-301	001-571-20-31-34	Dog Training Classes-July 2018	\$896.00	
				Total	\$896.00	
Logan Enterprises INC	46371	16917	001-514-21-41-01	Monthly Janitorial-Aug 2018	\$98.75	
			001-524-20-49-02	Monthly Janitorial-Aug 2018	\$19.75	
			001-575-50-41-01	Monthly Janitorial-Aug 2018	\$79.00	
			401-534-10-31-00	Monthly Janitorial-Aug 2018	\$79.00	
			408-535-10-31-00	Monthly Janitorial-Aug 2018	\$79.00	
			410-531-38-31-00	Monthly Janitorial-Aug 2018	\$39.50	
				Total	\$395.00	
Mitel Leasing	46397	901513339	001-594-14-41-03	City Hall Phone Lease	\$149.10	

Vendor	Number	Invoice	Account Number	Description	Amount	
Mitel Leasing	46397	901513339	001-594-24-41-02	City Hall Phone Lease	\$29.82	
			001-594-76-41-02	City Hall Phone Lease	\$29.82	
			101-594-42-41-02	City Hall Phone Lease	\$29.82	
			401-594-34-42-03	City Hall Phone Lease	\$167.00	
			408-594-35-64-55	City Hall Phone Lease	\$161.02	
			410-594-31-41-42	City Hall Phone Lease	\$29.82	
			901513340	001-594-12-41-02	PSB Phone Lease	\$46.34
				001-594-21-41-03	PSB Phone Lease	\$455.98
				Total	\$1,098.72	
			Mitel Technologies, Inc	46398	98519803	001-521-50-42-00
Total	\$329.54					
O'Reilly Auto Parts	46374	1265583-Aug2018	001-521-20-31-03	PB Blaster	\$6.55	
			001-521-50-48-02	Anti-Freeze	\$32.77	
			001-521-50-48-04	Blower	\$23.81	
			001-521-50-48-04	Wiper Blades	\$24.26	
			105-576-80-48-00	Light for FA1036	\$4.36	
			408-535-50-48-08	Light for FA1031	\$6.98	
			Total	\$98.73		
Office Depot	46372	162512336001	001-521-20-31-03	Thumb Drives	\$76.50	
			Total	\$76.50		
Orca Pacific, Inc	46373	35016	401-534-10-31-01	Sodium Hypochlorite	\$605.00	
	46399	35361	401-534-10-31-01	Sodium Hypochlorite	\$605.00	
	Total	\$1,210.00				
P.c. Budget & Finance	46375	CI-254337 C-104188	001-566-00-51-00	2nd QRT Alcohol Tax	\$505.42	
			Total	\$505.42		
Penner, Joshua	46400	Aug2018-400	001-511-60-41-01	Mileage for AWC Conference	\$156.42	
			Total	\$156.42		
Pierce County Library System	46401	2018-51	408-535-60-48-05	MPC/Library Janitorial	\$810.00	
			Total	\$810.00		
Pitney Bowes Purchase Power	46402	8000-9090-0050-3685 Aug2018	001-512-50-31-01		\$251.39	
			001-513-10-31-01	Monthly Postage	\$15.33	
			001-514-23-31-01	Monthly Postage	\$359.53	
			001-521-20-31-07		\$8.20	
			001-521-20-31-07	Monthly Postage	\$17.31	
			001-524-20-31-02	Monthly Postage	\$3.26	
			001-558-60-31-02	Monthly Postage	\$102.09	
			001-575-50-31-02	Monthly Postage	\$6.70	

Vendor	Number	Invoice	Account Number	Notes	Amount			
Pitney Bowes Purchase Power	46402	8000-9090-0050-3685 Aug2018	104-536-20-31-01	Monthly Postage	\$0.94			
			401-534-10-42-00	Monthly Postage	\$15.22			
			401-534-10-42-00	Monthly Postage	\$50.74			
			408-535-10-42-00	Monthly Postage	\$50.75			
			408-535-10-42-00	Monthly Postage	\$55.18			
			410-531-38-42-00	Monthly Postage	\$0.47			
			410-531-38-42-00	Monthly Postage	\$50.74			
			Total		\$987.85			
Popular Networks, Llc	46376	21259	001-512-50-41-01	Computer Maintenance	\$16.55			
			001-513-23-41-01	Computer Maintenance	\$82.77			
			001-514-23-41-04	Computer Maintenance	\$215.20			
			001-524-20-41-01	Computer Maintenance	\$165.54			
			001-525-60-41-03	Disaster Recovery Backup-Server	\$915.39			
			001-575-50-41-03	Computer Maintenance	\$148.98			
			101-542-30-41-04	Computer Maintenance	\$82.77			
			104-536-20-41-01	Computer Maintenance	\$33.10			
			401-534-10-41-05	Computer Maintenance	\$347.62			
			408-535-10-41-05	Computer Maintenance	\$347.62			
			410-531-38-41-04	Computer Maintenance	\$215.20			
			21272	001-521-50-41-01	Computer Maintenance-PD PSB	\$1,679.95		
				001-525-60-41-03	Disaster Recovery Backup-Server	\$529.01		
				46403	21291	001-512-50-41-01	Computer Maintenance	\$16.55
						001-513-23-41-01	Computer Maintenance	\$82.77
	001-514-23-41-04	Computer Maintenance				\$215.20		
	001-524-20-41-01	Computer Maintenance				\$165.54		
	001-525-60-41-03	Disaster Recovery Backup-Server	\$917.03					
	001-575-50-41-03	Computer Maintenance	\$148.98					
	21303	101-542-30-41-04	Computer Maintenance	\$82.77				
		104-536-20-41-01	Computer Maintenance	\$33.10				
		401-534-10-41-05	Computer Maintenance	\$347.62				
		408-535-10-41-05	Computer Maintenance	\$347.62				
		410-531-38-41-04	Computer Maintenance	\$215.20				
		001-521-50-41-01	Computer Maintenance-PD PSB	\$1,679.94				
		001-525-60-41-03	Disaster Recovery Backup-Server	\$530.65				

Vendor	Number	Invoice	Account Number	Notes	Amount			
Popular Networks, Llc	46376	21343	101-594-44-61-11	Computer & Monitor-Hinds	\$80.33			
			105-576-80-31-05	Computer & Monitor-Hinds	\$80.33			
			401-594-34-64-58	Computer & Monitor-Hinds	\$803.31			
			408-594-35-64-30	Computer & Monitor-Hinds	\$481.99			
			410-594-31-64-44	Computer & Monitor-Hinds	\$160.66			
			21357	001-521-50-41-01	Firewall & Wireless	\$1,500.00		
				001-575-50-41-03	Firewall & Wireless	\$200.00		
				101-542-30-41-04	Firewall & Wireless	\$300.00		
				105-576-80-41-12	Firewall & Wireless	\$300.00		
				401-534-10-41-05	Firewall & Wireless	\$1,600.00		
				408-535-10-41-05	Firewall & Wireless	\$1,600.00		
				410-531-38-41-04	Firewall & Wireless	\$1,482.06		
				Total				\$18,151.35
				Puget Sound Energy	46377	200001247663-Aug2018	408-535-50-47-07	VC Lift Station
			200001247812-Aug2018				101-542-63-47-03	SR162 Signal
200001248034-Aug2018	401-534-50-47-07	Harman Springs	\$56.48					
200001248190-Aug2018	105-576-80-47-01	North Park	\$10.91					
200001248372-Aug2018	401-534-50-47-08	Well 3	\$3,329.82					
200001248539-Aug2018	001-525-50-47-01	Lahar Siren	\$10.41					
200001532189-Aug2018	105-576-80-47-02	Bell Tower	\$145.82					
	105-576-80-47-03	Main Park	\$62.50					
200002708986-Aug2018	408-535-50-47-05	VG Lift Station	\$213.13					
200003766280-Aug2018	001-514-21-32-01		\$14.78					
	001-514-21-47-01		\$132.12					
	001-524-20-32-05		\$48.96					
	401-534-50-47-01		\$132.12					
	401-534-50-47-09		\$14.78					
	408-535-50-47-01		\$132.12					
	408-535-50-47-08		\$14.77					
46404	200005438367-AUG2018	401-534-50-47-05	Wingate Pump Station				\$564.61	
46377	200009717931-Aug2018	401-534-50-47-04	Well 2				\$59.71	
	200010396543-Aug2018	105-576-80-47-01	North Park Building				\$75.14	
	200010396733-Aug2018	401-534-50-47-11	Well 4 & Pump Station				\$2,457.91	
	200010629349-Aug2018	101-542-63-47-01	City Shop				\$14.91	
		104-536-50-47-02	City Shop				\$11.93	
		401-534-50-47-01	City Shop				\$14.91	
		408-535-50-47-01	City Shop				\$17.89	
	200013874264-Aug2018	408-535-50-47-04	WWTP				\$7,259.74	
	200014994137-Aug2018	410-531-38-47-00	VG Lift Station				\$41.03	
46404	200015669910-AUG2018	401-534-50-47-06	Wingate Chlorinator				\$78.79	
46377	200019646914-Aug2018	101-542-63-47-03	Street Lights				\$48.55	
46404	200021064239- AUG2018	401-534-50-47-03	Well 1				\$871.35	
	200021119249- AUG2018	401-534-50-47-02	Chlorinator				\$16.71	
46377	200021421298-Aug2018	408-535-50-47-06	Rainier Meadows				\$26.49	
	200022934653-Aug2018	001-575-50-47-01	MPC				\$597.10	
	200024404523-Aug2018	408-535-50-47-02	Lift Station 1				\$72.18	
	220011476581-Aug2018	408-535-50-47-03	High Cedars Lift Station	\$95.81				
	220015220399-Aug2018	101-542-63-47-03	Street Lights	\$50.79				

Vendor	Number	Invoice	Account Number	Notes	Amount
Puget Sound Energy	46377	220015548930-Aug2018	101-542-63-47-03	Street Lights	\$48.56
	46404	300000002406-AUG2018	101-542-63-47-03	Street Lights	\$5,024.13
	46377	120019613294-Aug2018	104-536-50-47-02	Cemetery Shop	\$67.66
				Total	\$22,019.05
Puget Sound Regional Coun	46405	2019057	001-511-20-49-01	2019 Membership Dues	\$2,211.00
				Total	\$2,211.00
Rundle, Denis	46406	2217	408-535-10-31-00	Batteries	\$9.83
				Total	\$9.83
Sarco Supply	46378	1114364	001-514-23-31-02	Bathroom Supplies-City Hall	\$29.08
			401-534-10-31-00	Bathroom Supplies-City Hall	\$29.07
			408-535-10-31-00	Bathroom Supplies-City Hall	\$29.08
			410-531-38-31-00	Bathroom Supplies-City Hall	\$29.08
		1114667	105-576-80-31-00	Bathroom Toilet Tissue	\$256.16
				Total	\$372.47
Sound Municipal Consultants-Emily Terrell	46407	2018-037	001-558-60-41-02	Planning Consultant Billing	\$10,656.00
			001-558-60-41-04	Veterans Village	\$572.00
				Total	\$11,228.00
Tacoma Pierce County Health Dept	46408	IN0175604 - AR0058711	410-531-10-49-01	Soild Waste Handling Permit-AR0058711	\$990.00
				Total	\$990.00
The News Tribune	46379	257635-AUG2018	001-511-60-49-01	Legal Publications	\$1,047.99
			001-558-60-31-03	Legal Publications	\$913.69
				Total	\$1,961.68
The Walls Law Firm	46380	19	001-515-30-41-03	Prosecuting Attorney-July 2018	\$1,875.00
				Total	\$1,875.00
United Laboratories	46381	INV230175	408-535-10-31-00	Hand Wipes	\$274.12
				Total	\$274.12
US Bank Equipment Finance	46382	363063371	001-594-14-41-04	City Hall Copier Lease	\$327.83
				Total	\$327.83
Utilities Underground Location Center	46383	8070200	401-534-60-41-00	Locates-July 2018	\$107.80
			408-535-60-41-00	Locates-July 2018	\$107.80
				Total	\$215.60

Vendor	Number	Invoice	Account Number	Notes	Amount
UW Valley Medical Center - OHS-Renton	46384	70003548-Boone	001-521-20-41-00	Medical Exam-Boone	\$495.00
				Total	\$495.00
Valley Sign	46385	1308	105-576-80-48-00	Memorial & Donor info North Park	\$109.30
				Total	\$109.30
Vermeer Northwest	46409	S55910	410-531-38-48-01	Fuel Filter for Vactron	\$51.30
				Total	\$51.30
Vision Forms LLC	46410	4910	401-534-10-31-00	Utility Bill Processing & Mailing	\$175.98
			401-534-10-42-00	Utility Bill Processing & Mailing	\$413.61
			408-535-10-31-00	Utility Bill Processing & Mailing	\$175.97
			408-535-10-42-00	Utility Bill Processing & Mailing	\$413.62
			410-531-38-31-00	Utility Bill Processing & Mailing	\$175.98
			410-531-38-42-00	Utility Bill Processing & Mailing	\$413.61
		4928	401-534-10-31-00	Utility Bill Processing & Mailing	\$33.51
			401-534-10-42-00	Utility Bill Processing & Mailing	\$80.19
			408-535-10-31-00	Utility Bill Processing & Mailing	\$33.51
			408-535-10-42-00	Utility Bill Processing & Mailing	\$80.19
			410-531-38-31-00	Utility Bill Processing & Mailing	\$33.51
			410-531-38-42-00	Utility Bill Processing & Mailing	\$80.20
		4950	001-514-23-31-02	Direct Deposit Form-Payroll	\$49.42
			001-521-20-31-03	Direct Deposit Form-Payroll	\$49.42
			401-534-10-31-00	Direct Deposit Form-Payroll	\$49.43
			408-535-10-31-00	Direct Deposit Form-Payroll	\$49.42
			410-531-38-31-00	Direct Deposit Form-Payroll	\$49.43
				Total	\$2,357.00

Vendor	Number	Invoice	Amount Number	Notes	Amount
Wa. State Dept. of Ecolog	46411	2019-WAR305361	320-595-30-63-04	Washington Avenue Two Way Left Turn Lane	\$707.00
	46386	Lab Accreditation Fee	408-535-50-51-01	Lab Accreditation Fee	\$760.00
	Total				\$1,467.00
Washington Associatoin Of Code Enforcement	46387	2018WACE-Isenhart	001-521-40-49-00	2018 WACE Fall Conference-Isenhart	\$200.00
	Total				\$200.00
Water Management Lab Inc.	46388	166721	401-534-10-41-03	Lab Testing	\$164.47
		169010	401-534-10-41-03	Lab Testing	\$218.00
	46412	169248	401-534-10-41-03	Lab Testing	\$660.00
	Total				\$1,042.47
Western Exterminator Company	46413	1699635	410-531-39-41-39	Storm Pond Monitoring for Mosquito.	\$2,104.03
	Total				\$2,104.03
Wex Bank	46414	55520028	001-521-20-32-00	Fuel-PD	\$2,491.97
	Total				\$2,491.97
Whitworth Pest Solutions, INC	46415	371866	001-514-21-48-01	Pest Control City Hall	\$109.30
		409980	001-514-21-48-01	Pest Control City Hall	\$185.76
	Total				\$295.06
Winfield	46416	000062610959	105-576-80-48-00	Crossbow & Ranger Pro	\$84.82
			401-534-50-48-02	Crossbow & Ranger Pro	\$84.82
			408-535-50-48-02	Crossbow & Ranger Pro	\$84.83
	Total				\$254.47
Zumar Industries Inc	46417	23854	410-531-38-31-00	Do not block gate Sign	\$97.05
	Total				\$97.05
Grand Total					\$143,823.47



**City Of Orting
Council Agenda Summary Sheet**

Subject: Calistoga Park Play Equipment- Phase I		Committee	Study Session	Council
	Agenda Item #:	N/A	AB18-64	AB18-64
	For Agenda of:	08.02.18	08.15.18	08.29.18
	Department:	Parks /CGA Committee		
	Date Submitted:	8.22.18		
Cost of Item:	\$105,850.49			
Amount Budgeted:	\$150,000.00			
Unexpended Balance:				
Bars #:	105-594-76-63-07			
Timeline:	Reviewed Bids- 8/15/2018 Request to Council To Approve Bid- 8/29/2018 Order Playground Equipment- 8/30/2018 Community Volunteer Search- 8/30-10/5/2018 Prep the Area- 10/8-10/20/2018 Volunteer Build- 10/20/2018 Ground Cover Installed -Week of 10/22/2018			
Submitted By:	Beckie Meek			
Fiscal Note:				
Attachments: Calistoga Park Play Equipment Bids (Phase 1)				
SUMMARY STATEMENT:				
<p>The City went out to bid on July 12th, 2018 for play equipment for Calistoga Park, Phase 1. Bids were opened on July 30th, 2018. The Parks Board made a recommendation on August 2nd to approve Buell Recreation as the low Bidder at \$105,850.40. This includes tax and supervisor of the installation up to a maximum of 3 days. The Community and Government Affairs Committee reviewed the Parks Board recommendation and forwarded their recommendation of Buell Recreation to the full Council at the study session on 8.15.18. The remaining balance of the \$150,000 budgeted will be spent for the other items to complete Phase 1.</p>				
RECOMMENDED ACTION: To Approve Buell Recreation as the low bidder for Calistoga Park Play Equipment for Phase I Up to \$105,850.49.				

BIDS CALISTOGA PARK PLAY EQUIPMENT
JULY 30, 20108 3PM

<u>COMPANY</u>	<u>BID AMOUNT</u>	<u>Sup Install Per Day</u>
Sitelines	\$ 111,265.36	\$ 1,200.00
Buell Recreation	\$ 99,456.44	\$ 1,950.00
Play & Park Structures	\$ 74,731.00	Incomplete Application
NW Playgrounds	\$ 111,136.46	\$ 1,750.00
Landscape Structures (Opt 1)	\$ 120,185.18	\$ 1,250.00
Landscape Structures (Opt 2)	\$ 121,316.44	\$ 1,250.00



**City Of Orting
Council Agenda Summary Sheet**

Subject: Resolution No 2018-08, Declaring A Public Purpose And Authorizing City Sponsorship Of Pumpkin Fest.		Committee	Study Session	Council
	Agenda Item #:	CGA	AB18-65	AB18-65
	For Agenda of:	08.02.18	08.15.18	08.29.18
	Department:	CGA /City Clerk		
	Date Submitted:	8.9.18		
Cost of Item:	_ \$			
Amount Budgeted:	_ \$			
Unexpended Balance:	_ \$			
Bars #:				
Timeline:	This Event takes place on October 13 th .			
Submitted By:	Jane Montgomery/CGA Committee			
Fiscal Note:				
Attachments: Application and Resolution No. 2018-08				
SUMMARY STATEMENT:				
<p>Pursuant to the City’s adopted Special Event Sponsorship Policy (“Policy”), the City has received an application for sponsorship from the Tacoma Events Commission for Pumpkin Fest. The Policy requires that the City Council review and approve all applications for sponsorship, and determine whether an event qualifies for sponsorship (after review and approval of the application by the Community & Government Affairs Committee). To qualify for sponsorship, an approved event must: 1. Be one where all citizens can reasonably participate; 2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and; 3. May provide, through increased customers, additional revenues for Orting businesses and subsequently improved tax revenues for the City. Proposed Resolution No. 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.</p>				
RECOMMENDED ACTION: MOTION: To approve resolution No. 2018-08, A Resolution Of The City Of Orting, Washington, Declaring A Public Purpose And Authorizing City Sponsorship Of Pumpkin Fest.				

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 501C(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: GWGRAPC47@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 count 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 need to close Train St and Calistoga
the AM. of Oct. 13, 2018
 - ◇ Signage: What Signs/Where (Show on Map) YES / NO
Road Closed 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
 - ◇ Other: hookups for Foot Vendors.

Note: After all Vendors have been accepted a map will be send
showing the Festival layout this should be accomplish

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 GRACE
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-cons. 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).
YES

- 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
 - ◇ Other: hookups for food vendors.

Note: After all vendors have been accepted a map will be sent showing the festival layout this should be accomplish

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

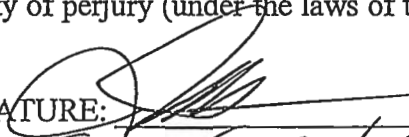
- Police Staff for set up/take down of Barricades, Cones, Traffic Signs & Directing Traffic or Police to set up/take down Barricades/Traffic Signs/Cones but not stay for event
- 2 Port-A-Potties
- 1 Dumpster
- Barricades/Cones/Traffic Signs
- City to display banner over Washington Avenue at no fee

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: 

Date: 7/11/18

PRINTED NAME: Gary W. Graps / 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: Volunteer Policy		Committee	Study Session	Council
	Agenda Item #:		AB18-66	AB18-66
	For Agenda of:	7.5.18 CGA	7.18.18 8.15.18	08.29.18
	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 #:	N/A			
Timeline:	N/A			
Submitted By:	Scott Larson			
Fiscal Note: None				
Attachments: Volunteer Policy				
SUMMARY STATEMENT: 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 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 to 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.				
RECOMMENDED ACTION: MOTION: To approve the Volunteer Policy as presented.				



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.

Passed by the City Council on _____

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.

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.

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

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.)*

Passed by the City Council on _____

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

Passed by the City Council on _____

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

Parent/Guardian Signature

Address

City/State/Zip Code

Phone

Passed by the City Council on _____



**City Of Orting
Council Agenda Summary Sheet**

Subject: New Public Works Facility		Committee	Study Session	Council
	Agenda Item #:	N/A		AB18-74
	For Agenda of:			8/29/18
	Department:	Public Works/Executive		
	Date Submitted:	8/22/18		
Cost of Item:		_ \$ 2,150,000 (\$1.1 Million 2018, 1.1 million 2019)		
Amount Budgeted:		_ \$1.3 million 2018		
Unexpended Balance:		_ \$.2 million		
Bars #:				
Timeline:		8/29/18		
Submitted By:		Mark Bethune		
Fiscal Note:				
Attachments: floor plan and elevations, budget				
<p>SUMMARY STATEMENT: The City has planned to build a new city public works facility for about the last 20 + years, including creating a separate fund (412) and adding funds from utility, parks, and streets funds every year. The City Council chose Washington Patriot Construction to design and build the facility in 2018 through the first "Design-Build" Contract for the City. Patriot provided a 50% design and expected cost 8/17/18. The expected cost of 2,150,000 is contingent upon relatively quick decisions for the Council including accepting the floor plans, allowing for the order of the Pole Barn structure by 8/30/18 and allowing Patriot to move forward with awarding subcontracts. The recent impact of steel and aluminum tariffs are having a significant upward pressure on the cost of this type of structure. Also the approved contract with Patriot for building the facility requires a start in October/November. The pole building requires about 2 months for orders to be completed.</p>				
<p>RECOMMENDED ACTION: Motion: To Approve The Design And The Purchase Of The Pole Barn Building For The Public Works Facility And The Overall Expense Of \$2,150,000 To Be Completed By May 2019.</p>				

BOE
architects
705 Pacific Avenue
Tacoma, WA 98402
253.383.7762
FAX.383.8041

PROJECT

CITY OF ORTING
MAINTENANCE
BUILDING

FOR CITY OF ORTING
PUBLIC WORKS

GENERAL NOTES

REVISIONS

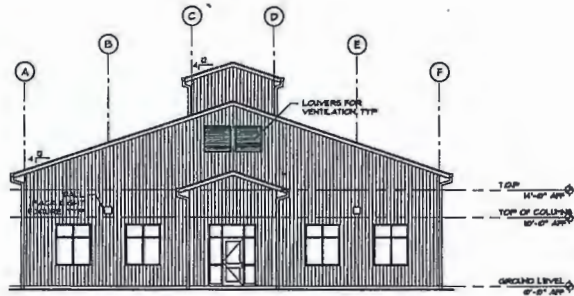
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50% REVIEW
DATE 10 AUGUST 2015

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CHECKED BY:
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EXTERIOR
ELEVATIONS

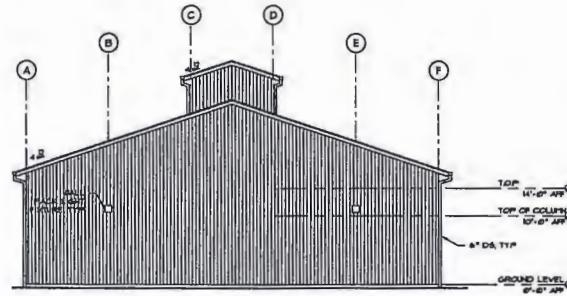
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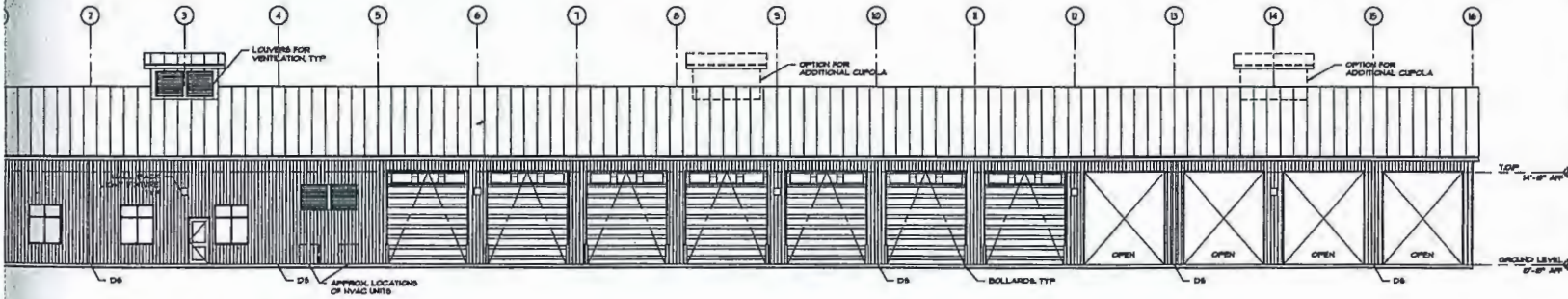
WEST ELEVATION PLAN

SCALE 1/8" = 1'-0"
SCALE 1/8" = 1'-0"



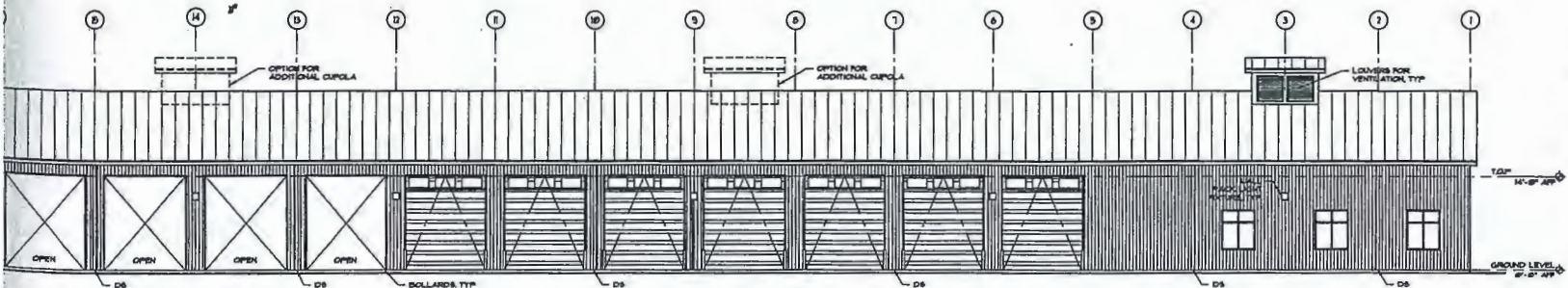
EAST ELEVATION PLAN

SCALE 1/8" = 1'-0"
SCALE 1/8" = 1'-0"



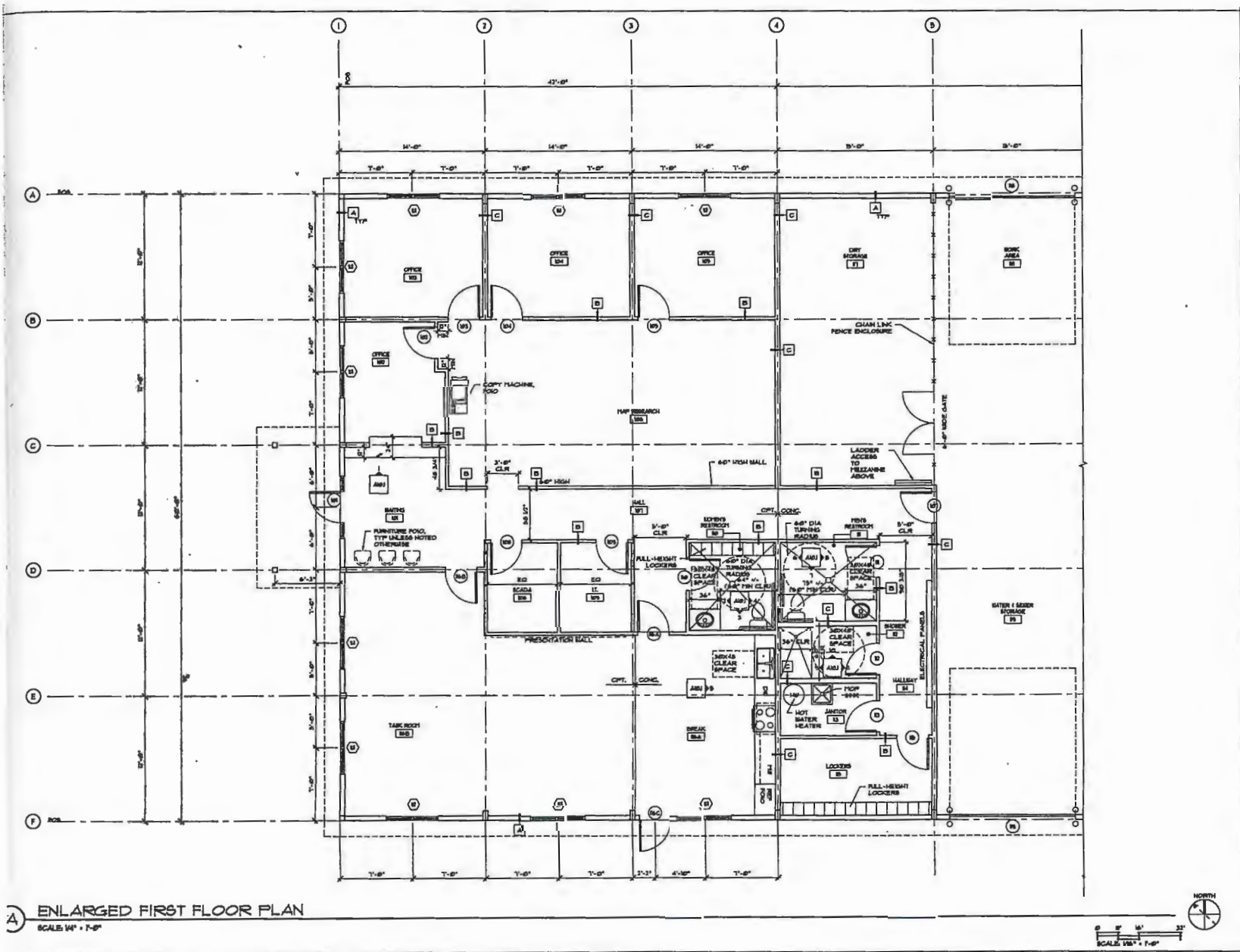
SOUTH ELEVATION PLAN

SCALE 1/8" = 1'-0"
SCALE 1/8" = 1'-0"



NORTH ELEVATION PLAN

SCALE 1/8" = 1'-0"
SCALE 1/8" = 1'-0"



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architects
705 Pacific Avenue
Tacoma, WA 98402
253.863.7762
FAX.863.8041

PROJECT
**CITY OF ORTING
MAINTENANCE
BUILDING**
FOR CITY OF ORTING
PUBLIC WORKS

GENERAL NOTES

REVISIONS

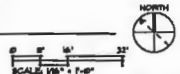
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50% REVIEW
DATE: 10 AUGUST 2016

PROJECT NO: 150.00
FILE NAME: JRF16
DRAWN BY: KG
CHECKED BY: DS
PLOT SCALE: 1:1
DRAWING SCALE: AS NOTED

DRAWING CONTENTS
**ENLARGED FLOOR
PLAN**

DRAWING NO:
A2.2
OF

ENLARGED FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



BOE
architects
708 Pacific Avenue
Tacoma, WA 98402
253.863.7762
FAX:363.8041

PROJECT

**CITY OF ORTING
MAINTENANCE
BUILDING**

FOR CITY OF ORTING
PUBLIC WORKS

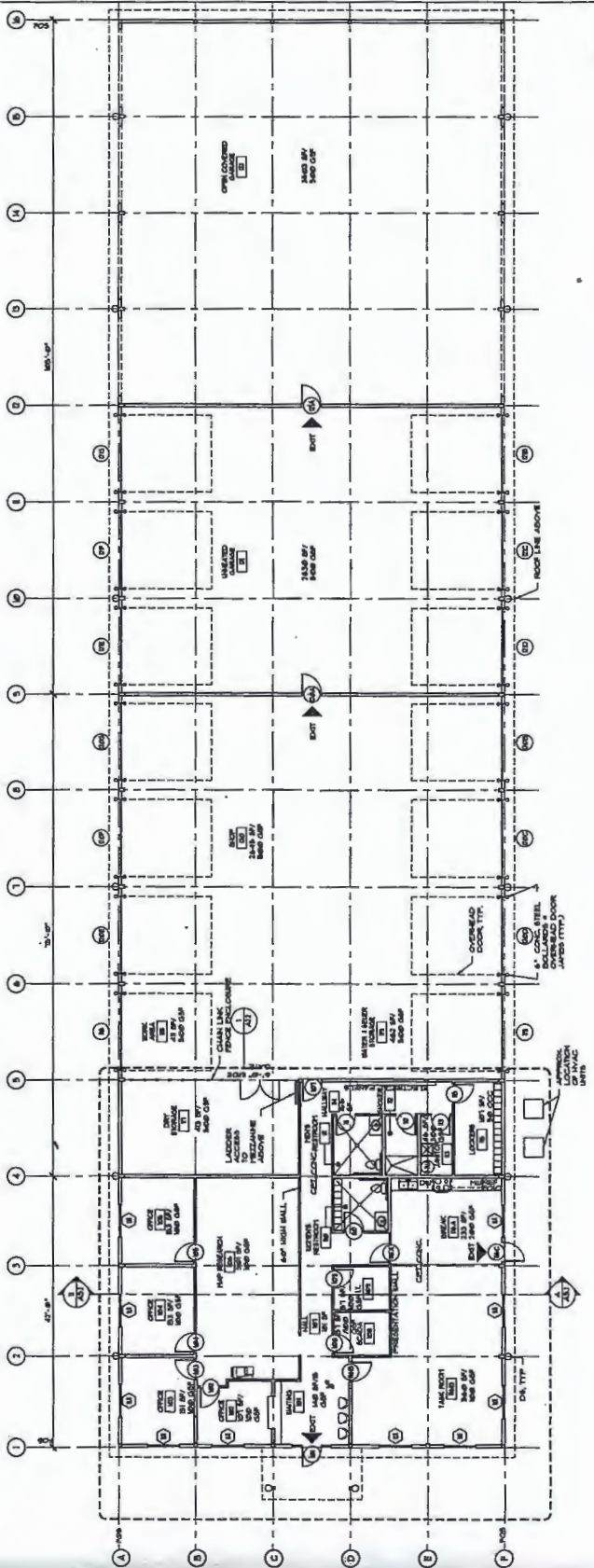
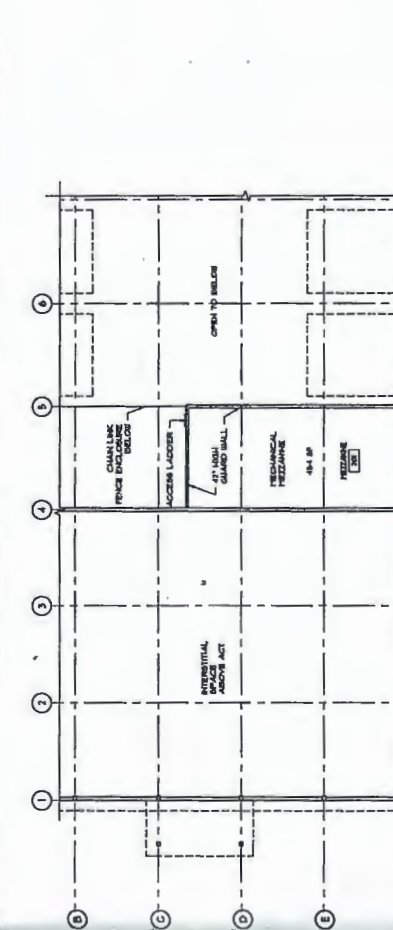
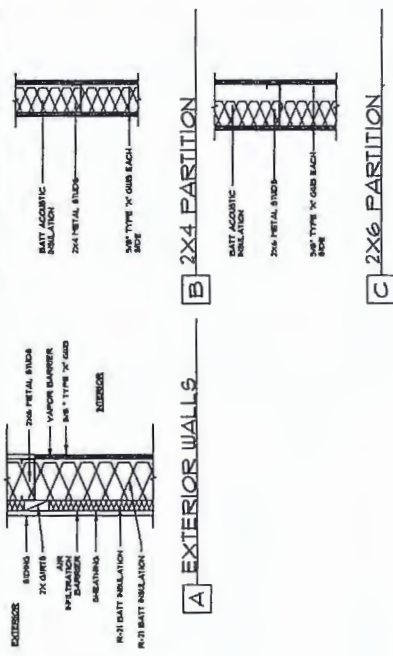
GENERAL NOTES

REVISIONS

DRAWING DELETED FOR
50% REVIEW
DATE 16 AUGUST 2016

PROJECT NO. M2200
DRAWN BY JMS
CHECKED BY JMS
DATE 16 AUGUST 2016

DRAWING CONTENTS
FLOOR PLANS
WALL TYPES
DRAWING NO.
A2.1
OF





**City Of Orting
Council Agenda Summary Sheet**

SUBJECT: Ordinance No. 2018-1035, Amending Ordinance No. 2018-1032, Granting a Nonexclusive Master Use Permit to Seattle SMSA Limited Partnership D/B/A Verizon Wireless		Committee	Study Session	Council
	Agenda Item #:	N/A		AB18-75
	For Agenda of:			08.29.18
	Department:	Public Works		
	Date Submitted:	08.23.18		
Cost of Item:	_ \$			
Amount Budgeted:	_ \$			
Unexpended Balance:	_ \$			
Bars #:				
Timeline:	Expedited review requested, and no substantive changes to the MUP requested			
Submitted By:	City Administrator/City Attorney			
Fiscal Note:				
Attachments: Ordinance No. 2018-1032 (as passed); new Exhibit A (as proposed) Ord. No. 2018-1035				
SUMMARY STATEMENT:				
<p>On July 11, 2018, the City Council passed Ordinance No. 2018-1032, Granting a Master Use Permit to Seattle SMSA Limited Partnership, doing business as Verizon Wireless (hereinafter, "Verizon"), for the installation of a telecommunications system (including small-cell technology) within the City's right of way. That Ordinance included "Exhibit A", which was intended to be an accurate representation of the proposed "Master Use Permit Area" (i.e., the proposed area containing the public rights-of-way intended to be impacted by Verizon's proposed installation).</p> <p>After passage of that Ordinance, Verizon notified the City that the incorrect Exhibit A had been included with the Ordinance, and requested the City issue an amended Master Use Permit. Verizon's intended installation – as previously conveyed to the City Council – have not changed; rather, an incorrect map was submitted as a clerical error. Verizon also requested expedited review of this request.</p> <p>By this Ordinance, the City Council would amend Ordinance No. 2018-1032 to replace Exhibit A with the more accurate map submitted by Verizon. There are no other changes to the Master Use Permit proposed. Per RCW 35A.47.040, two readings of this Ordinance are required prior to passage.</p>				
RECOMMENDED ACTION: First Reading, per RCW 35A.47.040 of Ordinance No. 2018-1035, amending Ordinance No. 2018-1032.				

CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2018-1035

**AN ORDINANCE OF THE CITY OF ORTING, WASHINGTON,
AMENDING ORDINANCE NO. 2018-1032 GRANTING A
NONEXCLUSIVE MASTER USE PERMIT TO SEATTLE SMSA
LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, by Ordinance No. 2018-1032, the City Council of the City of Orting granted a Master Use Permit to Seattle SMSA Limited Partnership D/B/A Verizon Wireless (“Verizon”) for the use of public rights-of-way for the installation, operation, and maintenance of telecommunications services; and

WHEREAS, subsequent to the adoption of that Ordinance, Verizon requests an amendment to the Ordinance, modifying the “Master Use Permit Area” set out in Exhibit A of Ordinance No. 2018-1032, to more accurately reflect the permittee’s proposed telecommunicaitons system; and

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

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

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

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

Section 1. Ordinance No. 2018-1032, Exhibit A, Amended. Ordinance No. 2018-1032, passed by the City Council at a regular meeting on July 11, 2018, is hereby amended as follows:

“Exhibit A” to Ordinance No. 2018-1032 is substituted with the document attached hereto as “Exhibit A” and incorporated herein by reference.

Section 2. No Other Amendments. All other provisions of Ordinance No. 2018-1032 shall remain unchanged and in full force and effect.

Section 3. Effective Date. This ordinance, or a summary thereof, shall be published in the official newspaper of the City, and shall take effect and be in full force in accordance with Article 4.3 of Ordinance No. 2018-1032.

FIRST READING BY THE CITY COUNCIL AT A REGULAR MEETING ON THE 29TH DAY OF AUGUST, 2018.

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

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk, CMC

Approved as to form:

Charlotte Archer, City Attorney

Filed with the City Clerk: 08.23.18

Passed by the City Council:

Date of Publication:

Effective Date:

EXHIBIT A
Master Use Permit Area



CITY OF ORTING
WASHINGTON

ORIGINAL

ORDINANCE NO. 2018-1032

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

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

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

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

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

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

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

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

ARTICLE 1. DEFINITIONS

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

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

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

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

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

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

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

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

- i. Costs and expenses of materials, equipment, supplies, utilities, consumables, goods and other items used in connection with or incorporated with this Master Use Permit and any applicable taxes, insurance, and interest expenses related thereto, including costs for crews and equipment;

- ii. Costs and expenses of labor inclusive of payroll benefits, non-productive time and overhead for each of the labor classifications of the employees performing work for the activity and determined in accordance with the City’s ordinary governmental accounting procedures; and,

- iii. Costs and expenses for work by consultants or contractors to the extent such work is related directly to the issuance, renewal, amendment, or administration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. MASTER USE PERMIT GRANT

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3. COMPLIANCE WITH LAWS/ORDER OF PRECEDENCE

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

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

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

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

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

ARTICLE 4. ACCEPTANCE

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

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

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

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

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

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

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

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

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

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

ARTICLE 5. PROTECTION OF THE CITY AND PUBLIC

5.1 Limitation of Liability

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

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

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

5.3 Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.5 Financial Conditions.

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

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

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

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

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

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

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

ARTICLE 6. ENFORCEMENT AND REMEDIES

6.1 Dispute Avoidance/Mediation.

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

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

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

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

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

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

6.3 Right to Cure Breach.

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

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

6.3.1.2 Cure the Breach; or

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

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

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

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

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

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

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

6.6 Assessment of Liquidated Damages.

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

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

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

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

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

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

7.1 General Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

7.1.8 Publicizing Work.

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

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

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

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

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

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

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

7.2.3 Submission/Approval of Plans.

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

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

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

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

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

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

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

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

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

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

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

7.9 Facility Relocation at Request of the City.

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

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

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

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

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

7.10 Movement of Facilities for Others.

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

7.11 Movement of Facilities During Emergencies.

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

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

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

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

7.12 Record of Installations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

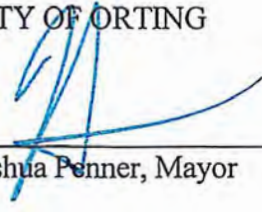
8.12 Attorneys' Fees. In case either City or Permittee shall bring suit under this Permit, the substantially prevailing party shall recover all legal costs, including but not limited to reasonable attorneys' and expert witness fees which shall be determined and taxed by the court as part of the costs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

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

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

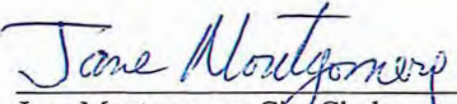
ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 11TH DAY OF JULY , 2018, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 11th DAY OF JULY, 2018.

CITY OF PORTING



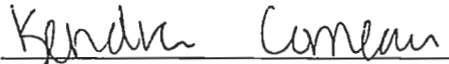
Joshua Penner, Mayor

ATTEST/AUTHENTICATED:



Jane Montgomery, City Clerk

Approved as to form:

FOR 

Charlotte Archer, City Attorney

Filed with the City Clerk: 6.15.18

Passed by the City Council: 7.11.18

Ordinance No. 2018-1032

Date of Publication: 7.13.18

Effective Date: 12:01 a.m. on the 31st day following passage and approval of this Master Use Permit by the City Council. (8.11.18)

EXHIBIT A
Master Use Permit Area

DRAWING LEGEND

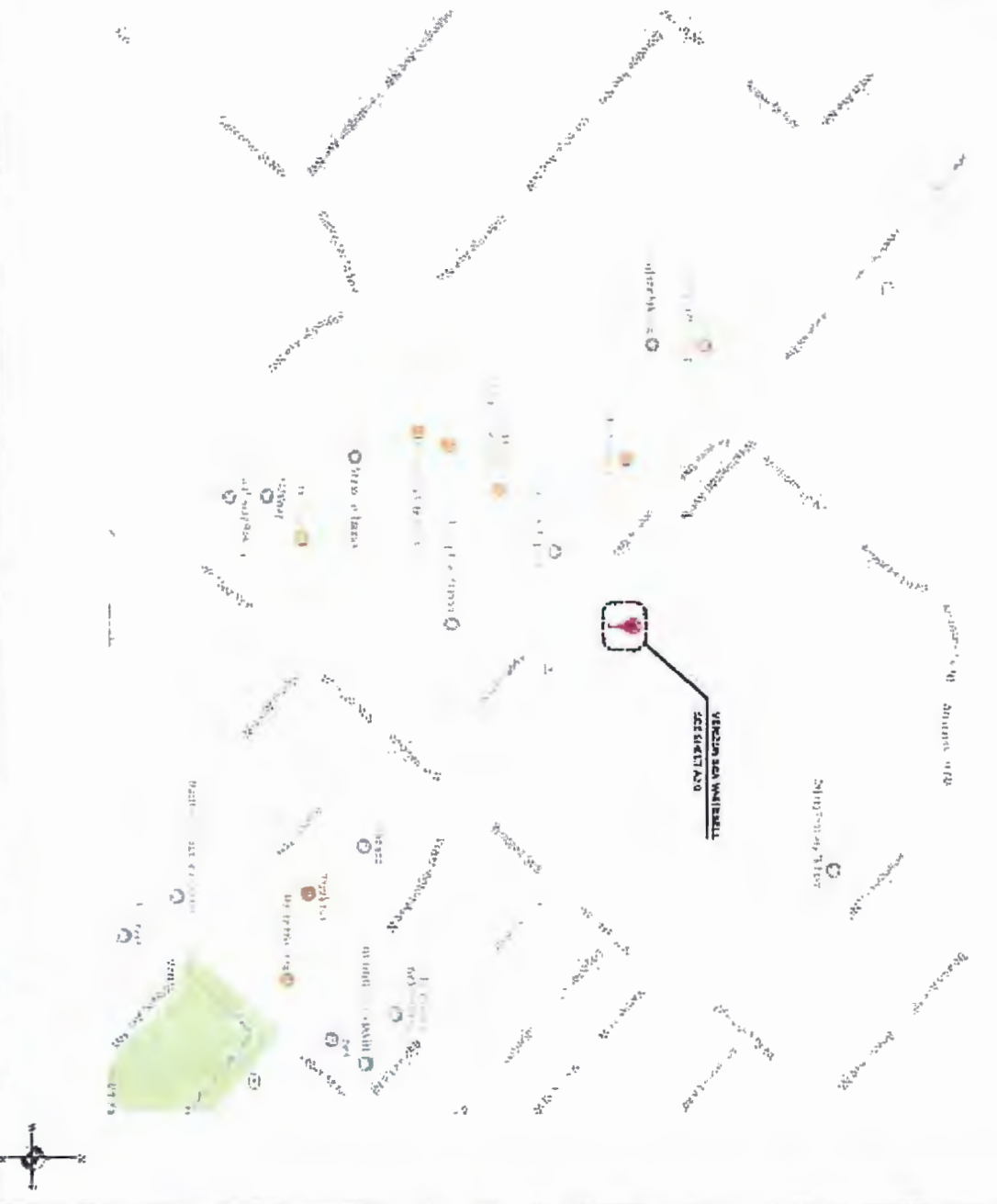
APPLICANT'S PROPOSED
AREA



NOTE:
SITE PLAN DEVELOPED FROM GEA 40141, 40142 AND 40143
PHOTOS

1 OVERALL SITE PLAN

SCALE: 1" = 60' (1/8" = 10')



NO.	DATE	BY	DESCRIPTION
1	01/15/2014	J. WILSON	PRELIMINARY
2	02/10/2014	J. WILSON	REVISED PER COMMENTS
3	03/05/2014	J. WILSON	REVISED PER COMMENTS
4	03/20/2014	J. WILSON	REVISED PER COMMENTS
5	04/10/2014	J. WILSON	REVISED PER COMMENTS
6	04/25/2014	J. WILSON	REVISED PER COMMENTS
7	05/10/2014	J. WILSON	REVISED PER COMMENTS
8	05/25/2014	J. WILSON	REVISED PER COMMENTS
9	06/10/2014	J. WILSON	REVISED PER COMMENTS
10	06/25/2014	J. WILSON	REVISED PER COMMENTS
11	07/10/2014	J. WILSON	REVISED PER COMMENTS
12	07/25/2014	J. WILSON	REVISED PER COMMENTS
13	08/10/2014	J. WILSON	REVISED PER COMMENTS
14	08/25/2014	J. WILSON	REVISED PER COMMENTS
15	09/10/2014	J. WILSON	REVISED PER COMMENTS
16	09/25/2014	J. WILSON	REVISED PER COMMENTS
17	10/10/2014	J. WILSON	REVISED PER COMMENTS
18	10/25/2014	J. WILSON	REVISED PER COMMENTS
19	11/10/2014	J. WILSON	REVISED PER COMMENTS
20	11/25/2014	J. WILSON	REVISED PER COMMENTS
21	12/10/2014	J. WILSON	REVISED PER COMMENTS
22	12/25/2014	J. WILSON	REVISED PER COMMENTS
23	01/10/2015	J. WILSON	REVISED PER COMMENTS
24	01/25/2015	J. WILSON	REVISED PER COMMENTS
25	02/10/2015	J. WILSON	REVISED PER COMMENTS
26	02/25/2015	J. WILSON	REVISED PER COMMENTS
27	03/10/2015	J. WILSON	REVISED PER COMMENTS
28	03/25/2015	J. WILSON	REVISED PER COMMENTS
29	04/10/2015	J. WILSON	REVISED PER COMMENTS
30	04/25/2015	J. WILSON	REVISED PER COMMENTS
31	05/10/2015	J. WILSON	REVISED PER COMMENTS
32	05/25/2015	J. WILSON	REVISED PER COMMENTS
33	06/10/2015	J. WILSON	REVISED PER COMMENTS
34	06/25/2015	J. WILSON	REVISED PER COMMENTS
35	07/10/2015	J. WILSON	REVISED PER COMMENTS
36	07/25/2015	J. WILSON	REVISED PER COMMENTS
37	08/10/2015	J. WILSON	REVISED PER COMMENTS
38	08/25/2015	J. WILSON	REVISED PER COMMENTS
39	09/10/2015	J. WILSON	REVISED PER COMMENTS
40	09/25/2015	J. WILSON	REVISED PER COMMENTS
41	10/10/2015	J. WILSON	REVISED PER COMMENTS
42	10/25/2015	J. WILSON	REVISED PER COMMENTS
43	11/10/2015	J. WILSON	REVISED PER COMMENTS
44	11/25/2015	J. WILSON	REVISED PER COMMENTS
45	12/10/2015	J. WILSON	REVISED PER COMMENTS
46	12/25/2015	J. WILSON	REVISED PER COMMENTS
47	01/10/2016	J. WILSON	REVISED PER COMMENTS
48	01/25/2016	J. WILSON	REVISED PER COMMENTS
49	02/10/2016	J. WILSON	REVISED PER COMMENTS
50	02/25/2016	J. WILSON	REVISED PER COMMENTS
51	03/10/2016	J. WILSON	REVISED PER COMMENTS
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70	12/25/2016	J. WILSON	REVISED PER COMMENTS
71	01/10/2017	J. WILSON	REVISED PER COMMENTS
72	01/25/2017	J. WILSON	REVISED PER COMMENTS
73	02/10/2017	J. WILSON	REVISED PER COMMENTS
74	02/25/2017	J. WILSON	REVISED PER COMMENTS
75	03/10/2017	J. WILSON	REVISED PER COMMENTS
76	03/25/2017	J. WILSON	REVISED PER COMMENTS
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91	11/10/2017	J. WILSON	REVISED PER COMMENTS
92	11/25/2017	J. WILSON	REVISED PER COMMENTS
93	12/10/2017	J. WILSON	REVISED PER COMMENTS
94	12/25/2017	J. WILSON	REVISED PER COMMENTS
95	01/10/2018	J. WILSON	REVISED PER COMMENTS
96	01/25/2018	J. WILSON	REVISED PER COMMENTS
97	02/10/2018	J. WILSON	REVISED PER COMMENTS
98	02/25/2018	J. WILSON	REVISED PER COMMENTS
99	03/10/2018	J. WILSON	REVISED PER COMMENTS
100	03/25/2018	J. WILSON	REVISED PER COMMENTS

SHEET TITLE
OVERALL
SITE PLAN
A1.0

SITE NAME:
SEA WHITESSELL
STREET SMALL
CELL

SITE ADDRESS:
SEA WHITESSELL
STREET
WASHINGTON AVENUE
DUNWOODY, GA 30346

EXHIBIT B
SITE SPECIFIC CHARGE AGREEMENT
Addendum No. __

[Location Description] Site Specific Fee Agreement for Wireless Facilities

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

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

City of Orting
c/o City Clerk
110 Train Street SE
Orting, WA 98360
5. **Executed in Counterparts.** This Addendum may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one Addendum no. ____.

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

COMPANY

By _____
Name _____
Title _____

Date: _____

CITY OF ORTING

By _____,
_____, Mayor

Date: _____

Approved as to form:

Charlotte Archer, City Attorney

EXHIBIT C

[COMPANY NAME] Acceptance Form

Date : _____

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

Re: Ordinance No. _____, Adopted on _____

Dear City Clerk:

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

Sincerely,

Seattle SMSA Limited Partnership d/b/a
Verizon Wireless

By: Cellco Partnership, its General Partner

Signature

Name
Title

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

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

(Notary Signature)

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

Residing at: _____
My commission expires: _____