

## 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  
September 12th, 2018  
7 p.m.

**Mayor Joshua Penner, Chair**

- 1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.  
REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA.**
- 2. OATH OF OFFICE – CHIEF CHRIS GARD**
  - *Mayor Penner*
- 3. PUBLIC RECOGNITION OF STUDENTS- ORTING SCHOOL WORK PROGRAM  
Randy Riley and Preston Gregg.**
  - *Mayor Penner*
- 4. PROCLAMATION- Childhood Cancer Awareness Month**
  - *Mayor Penner*
- 5. INTRODUCTION OF NEW EMPLOYEE- Jennifer Corona- Finance Clerk**
  - *Scott Larson*
- 6. CITY EMPLOYEE RECOGNITION**
  - *Mayor Penner*
  - July- Police- Larry Isenhardt*
  - August –Public Works- Laura Hinds*
  - September-Administration-Freda Bingham*
- 7. 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.*
- 8. PUBLIC HEARINGS**
  - A. AB18-72- Resolution No. 2018-12, Renaming the Calistoga Levee in Honor of Former City Employee Ken Wolfe.**
    - *Mark Bethune**Open the Hearing and Announce the Title, Read the Rules. Briefing by Staff, Public Comments Taken, Council Comments or Questions, Close Hearing. Entertain a motion.*

**Motion:** *To approve Resolution No. 2018-12, changing the name of the Calistoga Levee to the “Ken Wolfe Memorial Levee”.*

**B. AB18-70- Foreclosed Property Registration – Ordinance No. 2018-1034, An Ordinance Of The City Of Orting, Washington, Relating To The Registration Of Foreclosed Properties, Adopting New Orting Municipal Code Chapter 5-11, Et Seq., Establishing Registration Procedures For Properties Subject To Foreclosure Located Within The City Of Orting.**

- *CM Kelly /CM Hogan*

Open the Hearing and Announce the Title, Briefing by Staff, Public Comments Taken, Council Comments or Questions, Close Hearing.

**C. AB18-77- Related To Interim Ordinance No. 2018-1033, Adopted July 25, 2018, Related To The RU-L Zone.**

- *Emily Terrell/Charlotte Archer*

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

## **9. REPORTS FROM 2018 GRANT RECIPIENTS**

- Recovery Café
- Orting Historical Society
- Opportunity Center/Haven
- Senior Center
- Food Bank
- Farmers Market
- Chamber of Commerce- Daffodil Float

**ANY REQUESTS FOR CONSENT AGENDA ITEMS TO BE PULLED FOR DISCUSSION**

## **10. CONSENT AGENDA**

- A. Regular Meeting Minutes of August 29, 2018**
- B. Payroll and Claims Warrants**

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

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

**CONSENT AGENDA ITEMS PULLED FOR DISCUSSION.**

## **11. COMMISSION REPORTS**

- Planning Commission

## **12. BUSINESS**

**A. AB18-75- 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.**

- *Charlotte Archer*

*Motion: To Adopt 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.*

## B. AB18-76- WHITEHAWK PARK

- *CM McDonald /CM Gunther*

**Motion:** *To authorize the total expenditure of \$50,000 for Whitehawk Park, with \$46,995.23 to be allocated to Northwest Playground for the Playground Equipment.*

## 13. EXECUTIVE SESSION

## 14. ADJOURNMENT

**Motion:** *Move to Adjourn.*

**Upcoming Meetings:** *Study Session Meeting: September 19<sup>th</sup>, 2018, 6pm (MPC), Regular Meeting September 26<sup>th</sup>, 2018, 7pm (MPC).*



City of

**ORTING WASHINGTON**

Small Town,  
Big View

## ***PROCLAMATION***

### ***CHILDHOOD CANCER AWARENESS MONTH***

**WHEREAS**, pediatric cancer is the leading cause of death by disease in children; and

**WHEREAS**, two-thirds of childhood cancer patients will have long-lasting chronic conditions as a result of the treatments they go through; and

**WHEREAS**, in the last 20 years, only four new drugs have been developed specifically to treat children with cancer; and

**WHEREAS**, the causes of childhood cancer are largely unknown and more studies are needed to understand which treatments work best for children; and

**WHEREAS**, children including Antonio Gonzales are among the hundreds of children being treated for cancer in Washington State; and

**WHEREAS**, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure; and

**WHEREAS**, Orting is a caring city and community that supports children and families;

**NOW, THEREFORE**, be it proclaimed that the Mayor of the City of Orting declares September as Childhood Cancer Awareness Month and encourages all citizens to join in this special observance.

**Dated this 12<sup>th</sup> day of September 2018**

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**Joshua Penner, Mayor**



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject: HEARING-Resolution No. 2018-12, Renaming The Calistoga Levee In Honor Of Former City Employee Ken Wolfe</b>		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>	CGA	AB18-72	AB18-72
	<b>For Agenda of:</b>		8.15.18	9.12.18
	<b>Department:</b>	Utilities		
	<b>Date Submitted:</b>	8.9.18		
	<b>Cost of Item:</b>	NA		
<b>Amount Budgeted:</b>	\$			
<b>Unexpended Balance:</b>	\$			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	Mark Bethune			
<b>Fiscal Note:</b>				
<b>Attachments:</b>	Resolution No. 2018-12, Sample Resolution No 725			
<p><b>SUMMARY STATEMENT:</b> In honor of former City employee Ken Wolfe’s services to the City during his thirteen-year tenure with the City, the City Council would like to consider renaming the Calistoga Levee the “Ken Wolfe Memorial Levee.” This act would be in recognition of Ken’s service to the City, as well as his role in funding, planning and construction of the Calistoga Levee. This was also recommended by the Community and Government Affairs Committee and reviewed by the whole Council at the study session meeting on August 15<sup>th</sup>, 2018.</p>				
<p><b>RECOMMENDED ACTION: MOTION: To Approve Resolution No. 2018-12, Changing The Name Of The Calistoga Levee To The Ken Wolfe Memorial Levee.</b></p>				

**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2018-12**

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**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, RENAMING THE CALISTOGA LEVEE IN  
HONOR OF FORMER CITY EMPLOYEE KEN WOLFE.**

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**WHEREAS**, Kenneth Russell Wolfe was born on October 28, 1962 in Burlington, New Jersey, to parents Judith A. Rone and Kenneth J. Wolfe, and was known as “Ken” and “Rusty” to his friends and colleagues; and

**WHEREAS**, Ken worked for the City of Orting as a Building Official NFIP/CRS Coordinator for thirteen years; and

**WHEREAS**, Ken was instrumental in a number of projects for the City of Orting, including but not limited to his tireless leadership and passion in the funding and planning of the Calistoga Levee Setback Project; and

**WHEREAS**, on June 14, 2018, Ken passed away while on the job, leaving behind family, and many friends and colleagues; and

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

**Section 1. Designation in Honor of Ken Wolfe.** The City Council of the City of Orting hereby designates the Calistoga Levee from River Mile 19.8 to River Mile 21.6 the “Ken Wolfe Memorial Levee.” The Council authorizes the Mayor to procure signage reflecting this naming designation.

**Section 2. Effective Date.** This Resolution shall take effect and be in full force immediately upon its passage.

**PASSED BY THE ORTING CITY COUNCIL AT A REGULAR MEETING  
THEREOF ON THE 12<sup>TH</sup> DAY OF SEPTEMBER, 2018.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Jane Montgomery, City Clerk

Approved as to form:

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Charlotte A. Archer  
Kenyon Disend, PLLC  
City Attorney

**RESOLUTION NO. 725**

**WHEREAS**, Trooper Tony Radulescu was born August 7, 1967 in Bucharest, Romania and emigrated to America. He graduated from Harrison High School in Harrison, New Jersey; and

**WHEREAS**, he served honorably in the U.S. Army from 1986 to 1996, and remained an active member of the U.S. Army Reserve until retiring in 2008 after 20 years of military service to his country; and

**WHEREAS**, Trooper Radulescu was hired by the Washington State Patrol in 1995 and was commissioned out of the 79<sup>th</sup> Trooper Class in July 1996; and

**WHEREAS**, Trooper Radulescu loved his work, had great compassion for people, and provided outstanding, professional service as a trooper for 16 years. Trooper Radulescu was well known for his ever-present smile, and was respected and admired by the schools and communities in Kitsap County and the Kitsap County Sheriff's Office; and

**WHEREAS**, on February 23, 2012, Trooper Radulescu was tragically killed during a traffic stop while on duty on State Route 16 near Port Orchard, Washington. He left behind a son, many relatives, loved ones, friends and colleagues;

**NOW, THEREFORE, BE IT RESOLVED**, the Washington State Transportation Commission designates the section of State Route 16 from milepost 18 to milepost 28 the "WSP Trooper Tony Radulescu Memorial Highway."

**NOW, THEREFORE, BE IT RESOLVED**, that the Washington State Transportation Commission requests the Department of Transportation provide signing reflecting this naming designation.

**ADOPTED** this 13th day of January 2016.

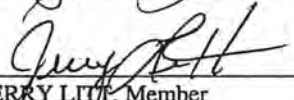
**WASHINGTON STATE TRANSPORTATION COMMISSION**


  
\_\_\_\_\_  
ANNE HALEY, Chair

  
\_\_\_\_\_  
JOE TORTORELLI, Vice-Chair

  
\_\_\_\_\_  
ROY JENNINGS, Member

  
\_\_\_\_\_  
HESTER SEREBRIN, Member

  
\_\_\_\_\_  
JERRY LITT, Member

  
\_\_\_\_\_  
DEBORAH YOUNG, Member

\_\_\_\_\_  
VACANT

ATTEST:

  
\_\_\_\_\_  
REEMA GRIFFITH, Executive Director

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Assistant Attorney General





**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject: HEARING-Ordinance No. 2018-1034, Adopting New Orting Municipal Code Chapter 5-11, et seq., Establishing Registration Procedures For Properties Subject To Foreclosure Located Within The City Of Orting</b>		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>		<b>AB18-70</b>	
	<b>For Agenda of:</b>		8.15.18	9.12.18
	<b>Department:</b>	Public Safety		
	<b>Date Submitted:</b>	4/9/18		
<b>Cost of Item:</b>	_ \$			
<b>Amount Budgeted:</b>	_ \$			
<b>Unexpended Balance:</b>	_ \$			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	City Attorney			
<b>Fiscal Note:</b>				
<b>Attachments:</b> (1) Ordinance No. 2018-1034;				
<b>SUMMARY STATEMENT:</b>				
<p>In an effort to provide Code Enforcement with additional tools to combat negative impacts caused by some properties in various stages of the foreclosure process (i.e., bank-owned), some cities in Washington (and throughout the country) have created abandoned property registries that require lenders to report and take maintenance actions with respect to said properties. Modeled after programs adopted by the cities of Spokane and Bremerton, this Ordinance would establish a requirement that the lender or other responsible party (ies) of properties that are in the foreclosure process register those properties with the City, regularly inspect said properties, ensure that they are secured against unlawful entry, and maintain the exterior of the property free from nuisance conditions. If adopted, the City would charge a "registration fee," to be set by Resolution of the Council; as well as a civil monetary penalty for non-compliance. This was reviewed by the full Council on August 15<sup>th</sup>, 2018.</p>				
<b>RECOMMENDED ACTION: Move forward to the next Council meeting.</b>				

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

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**AN ORDINANCE OF THE CITY OF ORTING, WASHINGTON, RELATING TO THE REGISTRATION OF FORECLOSED PROPERTIES, ADOPTING NEW ORTING MUNICIPAL CODE CHAPTER 5-11, ET SEQ., ESTABLISHING REGISTRATION PROCEDURES FOR PROPERTIES SUBJECT TO FORECLOSURE LOCATED WITHIN THE CITY OF ORTING; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

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

**WHEREAS**, pursuant to the powers conferred to it in the Chapter 35.80 RCW, the City seeks to reduce the number of vacant, abandoned or foreclosed buildings, homes or properties within the City; and

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

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

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

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

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

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

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

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

**WHEREAS**, the City Council has considered this Ordinance, together with all public comment, and has determined that the proposed amendments are in accord with the Comprehensive Plan, will not adversely affect the public health, safety, or general welfare, and are in the best interest of the citizens of the City; and

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

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

**Chapter 11**  
**ABANDONED PROPERTY REGISTRATION PROGRAM**

**5-11-1: PURPOSE**

**5-11-2: DEFINITIONS**

**5-11-3: REGISTRY ESTABLISHED; PROCEDURES**

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

**5-11-5: PENALTY**

**5-11-1: PURPOSE**

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

**5-11-2: DEFINITIONS**

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

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

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

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

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

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

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

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

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

### **5-11-3: REGISTRY ESTABLISHED; PROCEDURES**

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

#### **A. Registration of Foreclosure Properties.**

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

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

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

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

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

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

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

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

#### **5-11-5: PENALTY AND APPEAL**

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

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

**Section 3. Codification of Amendments.** The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the amendments, and publish the amended code.

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

**ADOPTED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE \_\_\_\_\_ DAY OF SEPTEMBER, 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

Filed with the City Clerk: 8.10.18

Passed by the City Council:

Date of Publication:

Effective Date:





**City of Orting  
Council Agenda Summary Sheet**

<b>Subject: Public Hearing-</b> Related to the interim Ordinance No. 2018-1033, adopted July 25, 2018, related to the RU-L Zone.		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>	N/A	N/A	<b>AB18-77</b>
	<b>For Agenda of:</b>			<b>09/12/2018</b>
	<b>Department:</b> Planning/Administration			
	<b>Date Submitted:</b> 09/06/2018			
	<b>Cost of Item:</b>		N/A	
<b>Amount Budgeted:</b>		N/A		
<b>Unexpended Balance:</b>		N/A		
<b>Bars #:</b>		N/A		
<b>Timeline:</b>		N/A		
<b>Submitted By:</b>		Charlotte Archer/Emily Terrell		
<b>Fiscal Note:</b>				
<b>Attachments:</b> AB for Ordinance No. 2018-1033; Ordinance No. 2018-1033; copy of RCW 36.70A.390				
<p><b>SUMMARY STATEMENT:</b> In mid-July 2018, City staff discovered an inadvertent error in the adopted Official Zoning Map and Comprehensive Plan Land Use Designations, pertaining to the Residential Urban – Low zone (“RU-L zone”). When the City adopted the Comprehensive Plan in 2015, the Plan inadvertently included an incorrect Future Land Use and Zoning Map (Figure LU-1). This map referenced the Residential Urban – Low zoning designation. This zoning designation does not correspond to any of the policies and goals within the Comprehensive Plan or within Title 13 Zoning of the Municipal Code. The correct map would have identified all parcels in both the Residential Urban and Residential Urban– Low zones as one single zone: Residential Urban.</p> <p>On July 25, 2018, the City Council adopted an interim ordinance to temporarily correct the error, Ordinance No. 2018-1033. This ordinance temporarily amended the City’s zoning code so that Residential Urban – Low zoned parcels are subject to the zoning development standards for the Residential Urban zone. This was the original intent of the City Council in adopting the Comprehensive Plan. Pursuant to RCW 36.70A.390, this Ordinance will expire in six months from passage, and the City is required to hold a public hearing on the Ordinance.</p> <p>As a permanent solution, City Staff will include the corrected map in the proposed amendments to the Comprehensive Plan, which are scheduled for adoption in January 2019.</p> <p>Pursuant to RCW 36.70A.390, the City Council is holding a public hearing on the matter.</p>				
<b>RECOMMENDED ACTION:</b>				
In Ordinance No. 2018-1033, the City adopted findings and conclusions pertaining to the interim development regulations. In response to the comments made at public hearing, the Council is invited – but not required – to adopt additional findings and conclusions pertaining to the interim development regulations, pursuant to RCW 36.70A.390.				

ORIGINAL

CITY OF ORTING  
WASHINGTON  
ORDINANCE NO. 2018-1033

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AN ORDINANCE OF THE CITY OF ORTING,  
WASHINGTON, ADOPTING INTERIM DEVELOPMENT  
REGULATIONS REGARDING THE RESIDENTIAL URBAN  
LOW ZONE AS AUTHORIZED BY THE GROWTH  
MANAGEMENT ACT; PROVIDING FOR SEVERABILITY;  
AND DECLARING AN EMERGENCY

---

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt interim development regulations; and

WHEREAS, to promote public health, safety, aesthetics, and welfare, the City of Orting (“City”) provides development regulations for the design and construction of real property; and

WHEREAS, the City has determined that development regulations currently codified in Orting Municipal Code (“OMC”) Section 13-3-2 do not adequately implement the Orting Comprehensive Plan regarding the intent and uses of the residential urban zones; and

WHEREAS, the City has determined that amendments to the aforementioned OMC Chapter is necessary to provide development standards for the Residential Urban Low zoning designation, as set forth in Figure LU-1 of the 2015 Orting Comprehensive Plan, adopted July 2015 and amended January 2018; and

WHEREAS, the City has determined that interim development regulations adopted under the provisions of RCW 36.70A.390 are necessary to allow adequate time for the City to effectively analyze and determine development regulations sufficient to provide for appropriate regulation of the design and construction within the residential urban zones City;

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

**Section 1. Findings of Fact.** The recitals set forth above are hereby adopted as the City Council’s initial findings of fact in support of the interim development regulations adopted herein. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 4 of this Ordinance.

**Section 2. Adoption of Interim Zoning Regulations.** The City Council hereby adopts the interim development regulations as set forth in Attachment A to this Ordinance amending Chapters 13-3-2 OMC.

**Section 3. Effective Duration of Interim Development Regulations.** The interim development regulations set forth in this Ordinance shall be in effect for a period of six (6) months from the effective date of this Ordinance and shall automatically expire at the conclusion of that six-month period unless sooner repealed.

**Section 4. Public Hearing.** The City Council will hold a public hearing at the City Council's regular meeting beginning at 7:00 p.m. on September 12, 2018, or as soon thereafter as the business of the City Council shall permit, in order to take public testimony and to consider adopting further findings of fact.

**Section 5. Referral to the City Administrator.** The City Council requests that the City Administrator and his staff work diligently with the City Council to formulate and adopt permanent regulations.


**Section 6. Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 7. Effective Date.** This Ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace, shall take effect and be in full force immediately upon its adoption. Pursuant to Matson v. Clark County Board of Commissioners, 79 Wn. App. 641, 904 P.2d 317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the "WHEREAS" clauses, above, all of which are adopted by reference as findings of fact as if fully set forth herein.


**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 25<sup>th</sup> DAY OF JULY, 2018.**

CITY OF ORTING  
  
\_\_\_\_\_  
Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

  
Jane Montgomery, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Charl

Filed with the City Clerk: 7.25.18  
Passed by the City Council: 7.25.18  
Date of Publication: 7.27.18  
Effective Date: 7.27.18

**Exhibit A**  
**OMC Title 13, Chapter 3, Section 2, Amended.**

Orting Municipal Code Title 13, Chapter 3, Section 2, is hereby amended to read as follows:

13-3-2:           ZONE CLASSIFICATIONS:

Zone classifications are grouped into three (3) residential classifications; two (2) mixed use classifications; one industrial classification; and two (2) public classifications as follows:

A. RC Residential-Conservation Zone:

1. Purpose And Intent: The residential-conservation zone is intended to provide for low density single-family residential uses along the Puyallup and Carbon Rivers where critical areas such as frequently flooded areas, wetlands, and fish and wildlife habitat preclude urban scale development.

B. RU Residential-Urban Zone:

1. Purpose And Intent: The residential-urban zone is intended to provide for high density urban single-family, townhouse, cottage, and duplex residential uses which benefit from the full array of services and amenities available in the town core.

2. Residential Urban Low Zoning Designation on Figure LU-1 in the Orting Municipal Comprehensive Plan. For the purposes of Title 13 OMC, the residential urban low zone is subject to the regulations for residential urban zone.

\*\*\*

**RCW 36.70A.390****Moratoria, interim zoning controls—Public hearing—Limitation on length—Exceptions.**

A county or city governing body that adopts a moratorium, interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing on the proposed moratorium, interim zoning map, interim zoning ordinance, or interim official control, shall hold a public hearing on the adopted moratorium, interim zoning map, interim zoning ordinance, or interim official control within at least sixty days of its adoption, whether or not the governing body received a recommendation on the matter from the planning commission or department. If the governing body does not adopt findings of fact justifying its action before this hearing, then the governing body shall do so immediately after this public hearing. A moratorium, interim zoning map, interim zoning ordinance, or interim official control adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium, interim zoning map, interim zoning ordinance, or interim official control may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

This section does not apply to the designation of critical areas, agricultural lands, forestlands, and mineral resource lands, under RCW 36.70A.170, and the conservation of these lands and protection of these areas under RCW 36.70A.060, prior to such actions being taken in a comprehensive plan adopted under RCW 36.70A.070 and implementing development regulations adopted under RCW 36.70A.120, if a public hearing is held on such proposed actions.

[ 1992 c 207 § 6.]

## 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 Summary  
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.

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

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

**Absent:** Deputy Mayor Dave Harman, Councilmember Nicola McDonald

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

*Councilmember Hogan made a motion to excuse Deputy Mayor Harman and Councilmember McDonald. Councilmember Gehring second the motion. Motion passed (5-0).*

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

No requests were made.

### 2. PUBLIC COMMENTS

#### **Jeri & Cal Cortesi**

Ms. Cortesi told the City Council that she and her husband are snowbirds and they protested the utility rates that they have to pay. She had spoken to Treasurer Larson as well.

#### **Joe Stanifer**

Mr. Stanifer told the City Council that he drove by the Cemetery and it had not been watered and was in poor condition. Mr. Stanifer also brought in a jar which contained City water from his property that he stated was dirty and of poor quality.

#### **Jennifer Slaughter**

Ms. Slaughter spoke to the City Council about the Haven and their accomplishments, and asked for Council support for grant funds in 2019.

### 3. PUBLIC HEARINGS

#### **A. REVENUE SOURCES 2019**

Mayor Penner opened the hearing at 7:09pm, announced the title and read the rules for public hearings. Scott Larson gave a briefing by power point which covered the following: Revenue Sources Overview; Beginning Fund Balance; Total Revenue; General Fund Revenue;

General Fund Taxes; Sales Tax; Utility Tax, Court Revenue, Building & Development, Streets, Cemetery, Parks, TBD, Water Utility, Sewer Utility, Stormwater, Public Works Building.

#### **Public Comments**

No Public Comments were made.

Council discussion followed.

Mayor Penner closed the hearing at 7:36pm.

**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.

Mayor Penner opened the hearing at 7:36pm, and announced the hearing title. Treasurer Larson gave a briefing by power point. After reviewing the cost of service, capital projects, and fund balances; the Public Works Committee is recommending utility rate increases as was provided to Council as a 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.

**Public Comments**

**Joe Stanifor**

Mr. Stanifor stated that he was opposed to the increase in water rates. He said that the issue of clean water needs to be addressed first.

Councilmember Drennen commented on the sediment in the water in relation to the flushing program and the distribution systems and how that can disturb the piping systems.

Mayor Penner closed the hearing at 7:42pm, and entertained a motion.

*Councilmember Gehring made a 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. Second by Councilmember Hogan. Motion passed (6-0)*

**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

Mayor Penner opened the hearing at 7:43pm, and read the title. Councilmember Drennen briefed that this year's program includes sidewalks and is a diverse aggressive plan. JC Hungerford briefed by a power point. The TIP is required to be adopted annually and includes the upcoming projects for the Transportation Benefit District. City Council reviewed proposed Resolution and the plan document at the Council study session on August 15<sup>th</sup>, 2018.

**Public Comments**

None.

**Council Comments or Questions**

No Comments were made.

Mayor Penner closed the hearing at 7:46pm and entertained a motion.

*Councilmember Drennen made a motion to Adopt the 2019-2024 Six Year Transportation Improvement Program, Attached as Exhibit "A" By Resolution No. 2018-10. Second by Councilmember Gehring. Motion passed (5-0)*

**REQUEST FOR CONSENT AGENDA ITEMS TO BE PULLED FOR DISCUSSION.**

No requests made.

**4. CONSENT AGENDA**

**A. Regular Meeting Minutes of August 8<sup>th</sup>, 2018.**

- B. Study Session Minutes of August 15<sup>th</sup>, 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.

*Councilmember Gehring made a motion to approve Consent Agenda as prepared. Second by Councilmember Gunther. Motion passed (5-0)*

## 5. OLD BUSINESS

### A. AB18-74-NEW PUBLIC WORKS FACILITY

Administrator Bethune Briefed on this agenda item from his agenda bill summary. The City has planned to build a new city public works facility for about the last 20 + years, and created a separate fund (412) and added 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 from 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 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.

*Motion: To approve the phase I construction dispersement for the purchase of the approved public works pole building structure, authorizing the payment of \$480,000 to Patriot Construction, applied towards the total approved budget amount of \$2.2 million dollars. Second by Councilmember Gehring. Motion passed (5-0).*

## 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.

City Attorney Kendra Comeau, briefed on this agenda item. 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). 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. 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.



**7. EXECUTIVE SESSION**

The City clerk announced the following: There would be a closed session per RCW 42.30.140, Collective bargaining negotiations. The Council will recess for fifteen minutes with no action anticipated upon return to open session

Mayor Penner recessed to a closed session at 7:59.

7:59pm- Recessed to closed session.

8:14pm- Extended for 5 minutes

8:19pm- Extended for 1 minutes

Mayor Penner called the meeting back to order at 8:20pm.

**8. ADJOURNMENT**

*Councilmember Hogan made a motion to Adjourn. Second by Councilmember Gunther. Motion passed (5-0).*

Mayor Penner adjourned the meeting at 8:20 pm.

**ATTEST:**

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

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

CITY OF ORTING  
VOUCHER/WARRANT REGISTER  
FOR SEPTEMBER 12, 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 #46418 THRU #46473  
IN THE AMOUNT OF \$ 231,332.25

PAYROLL WARRANTS # 23353 THRU #23368  
IN THE AMOUNT OF \$171,352.02

ARE APPROVED FOR PAYMENT ON SEPTEMBER 12, 2018

COUNCILPERSON \_\_\_\_\_

COUNCILPERSON \_\_\_\_\_

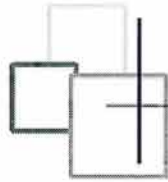
CITY CLERK \_\_\_\_\_



# Fund Transaction Summary

Transaction Type: Invoice  
Fiscal: 2018 - September 2018 - 1st Council

Fund Number	Description	Amount
001	Current Expense	\$51,415.87
101	City Streets	\$25,495.62
104	Cemetery	\$83.67
105	Parks Department	\$11,454.02
320	Transportation Impact	\$3,602.50
401	Water	\$79,272.01
408	Wastewater	\$48,100.45
410	Stormwater	\$7,373.80
412	Utility Land Acquisition	\$4,534.31
	<b>Count: 9</b>	<b>\$231,332.25</b>



# Register

Fiscal: 2018  
Deposit Period: 2018 - September 2018  
Check Period: 2018 - September 2018 - 1st Council

Number:	Name	Print Date	Clearing Date	Amount
<b>Key Bank</b>	<b>2000073</b>			
<b>Check</b>				
<u>46418</u>	Anytime Fitness	9/12/2018		\$400.00
<u>46419</u>	Arrow Lumber	9/12/2018		\$839.52
<u>46420</u>	Associated Petroleum Products INC	9/12/2018		\$1,739.45
<u>46421</u>	Barfield, Mark	9/12/2018		\$390.87
<u>46422</u>	Bethune, Mark	9/12/2018		\$44.69
<u>46423</u>	Big J'S Outdoor Store	9/12/2018		\$86.54
<u>46424</u>	Brisco Inc.	9/12/2018		\$331.75
<u>46425</u>	Business Solutions Center	9/12/2018		\$48.09
<u>46426</u>	Centurylink	9/12/2018		\$2,001.63
<u>46427</u>	CenturyLink/Qwest	9/12/2018		\$274.99
<u>46428</u>	Cintas Corporation #461	9/12/2018		\$220.08
<u>46429</u>	Comcast	9/12/2018		\$482.48
<u>46430</u>	Cope's Orting Pharmacy (C	9/12/2018		\$5.45
<u>46431</u>	Core & Main	9/12/2018		\$4,226.42
<u>46432</u>	Crystal & Sierra Springs	9/12/2018		\$29.71
<u>46433</u>	Curry & Williams, P.I.I.c	9/12/2018		\$1,958.34
<u>46434</u>	Dell Financial Services Payment Prossessing Services	9/12/2018		\$1,235.41
<u>46435</u>	Dmcm	9/12/2018		\$100.00
<u>46436</u>	Fastenal Company	9/12/2018		\$35.67
<u>46437</u>	Frost Landscape	9/12/2018		\$8,039.17
<u>46438</u>	Galls, LLC- Blumenthal Uniforms	9/12/2018		\$53.46
<u>46439</u>	Kenyon Disend PLLC	9/12/2018		\$13,842.98
<u>46440</u>	Konica Minolta Business-Usa Inc	9/12/2018		\$1,048.90
<u>46441</u>	Korum Automotive Group	9/12/2018		\$3,308.88
<u>46442</u>	Kyocera Document Solutions Northwest INC	9/12/2018		\$1,743.98
<u>46443</u>	Law Offices of Matthew J Rusnak	9/12/2018		\$1,833.33
<u>46444</u>	Lewis, Jennifer	9/12/2018		\$1,008.00
<u>46445</u>	Logan Enterprises INC	9/12/2018		\$395.00
<u>46446</u>	Milo's Locksmith Company	9/12/2018		\$50.56
<u>46447</u>	Northwest RAD	9/12/2018		\$350.00
<u>46448</u>	Office Depot	9/12/2018		\$445.53
<u>46449</u>	Opportunity Center Of Orting	9/12/2018		\$625.00
<u>46450</u>	Orca Pacific, Inc	9/12/2018		\$809.91
<u>46451</u>	Orting Valley Fire & Rescue	9/12/2018		\$2,979.17
<u>46452</u>	Orting Valley Senior Cent	9/12/2018		\$1,083.33

Number	Name	Print Date	Clearing Date	Amount
<u>46453</u>	P.c. Budget & Finance	9/12/2018		\$2,462.84
<u>46454</u>	Pape & Sons Construction INC	9/12/2018		\$67,195.22
<u>46455</u>	Parametrix	9/12/2018		\$86,405.33
<u>46456</u>	Popular Networks, Llc	9/12/2018		\$4,786.25
<u>46457</u>	Puget Sound Energy	9/12/2018		\$48.55
<u>46458</u>	Scientific Supply & Equip	9/12/2018		\$135.03
<u>46459</u>	SH&H Valuation & Consulting	9/12/2018		\$3,500.00
<u>46460</u>	SHRED-IT USA	9/12/2018		\$147.27
<u>46461</u>	Spectral Laboratories	9/12/2018		\$168.00
<u>46462</u>	The Walls Law Firm	9/12/2018		\$1,875.00
<u>46463</u>	UniFirst Corporation	9/12/2018		\$473.39
<u>46464</u>	United Laboratories	9/12/2018		\$630.78
<u>46465</u>	US Bank Equipment Finance	9/12/2018		\$327.83
<u>46466</u>	Utilities Underground Location Center	9/12/2018		\$160.16
<u>46467</u>	Verizon Wireless	9/12/2018		\$2,582.07
<u>46468</u>	Vision Forms LLC	9/12/2018		\$297.92
<u>46469</u>	Vision Municipal Solutions LLC	9/12/2018		\$1,200.00
<u>46470</u>	Wa. State Dept. of Ecolog	9/12/2018		\$5,970.58
<u>46471</u>	Water Management Lab Inc.	9/12/2018		\$436.00
<u>46472</u>	Wells Fargo Financial Leasing	9/12/2018		\$92.91
<u>46473</u>	Zumar Industries Inc	9/12/2018		\$368.83
		<b>Total</b>	<b>Check</b>	<b>\$231,332.25</b>
		<b>Total</b>	<b>2000073</b>	<b>\$231,332.25</b>
		<b>Grand Total</b>		<b>\$231,332.25</b>



# Custom Council I Report

Vendor	Number	Invoice	Account Number	Notes	Amount
Anytime Fitness	46418	AUG2017-500	001-521-20-21-01	Gym Membership- Aug 2018	\$200.00
		SEPT207-203	001-521-20-21-01	Gym Membership- Sept 2018	\$200.00
					<b>Total</b>
Arrow Lumber	46419	600186-Sept2018	001-514-21-48-01	Padlock-Storage Room	\$10.69
			001-575-50-48-00	Hooks for MPC	\$2.61
			001-575-50-48-00	Keys	\$7.39
			101-542-30-48-02	Propane-Crack Sealing	\$25.23
			101-542-30-48-02	Sand & Propane- Crack Sealing	\$64.75
			105-576-80-31-00	Supplies for Cleaning Graffiti at Park	\$6.22
			105-576-80-31-00	Supplies for Cleaning Graffiti at Park	\$102.48
			105-576-80-48-00	Hillman Fasteners	\$7.17
			105-576-80-48-00	Side Boards- FA1030	\$62.46
			105-576-80-48-00	Paint For Memorial Wall @ Park	\$92.21
			105-576-80-48-03	N Park Building- Pop Up Unit	\$13.11
			401-534-50-48-02	Sprayer for Harmon Springs	\$16.38
			401-534-50-48-02	Cedar Fencing Well 3	\$27.89
			401-534-50-48-03	Supplies to Install AC-PW	\$7.20
			401-534-50-48-03	Sealing Caulk for Well 1	\$23.13
			408-535-10-31-00	Supplies-WWTP	\$80.86
			408-535-50-35-00	Refund for Filter Shop Vac	(\$21.85)
			408-535-50-35-00	Hacksaw	\$9.28
			408-535-50-35-00	Filter Shop Vac	\$21.85
			408-535-50-48-02	Parts for Dissolved Oxygen Probes- WWTP	\$1.52
408-535-50-48-02	Parts for Dissolved Oxygen Probes- WWTP	\$36.39			
408-535-50-48-02	Readimix-Levee	\$76.29			
408-535-50-48-02	Readimix-Levee	\$76.29			
408-535-50-48-04	Box Fan	\$21.85			
410-531-38-31-00	Safety Glasses	\$5.67			
410-531-38-48-01	Side Boards- FA1030	\$62.45			
				<b>Total</b>	<b>\$839.52</b>

Vendor	Number	Invoices	Account Number	Notes	Amount
Associated Petroleum Products INC	46420	1298274-IN	101-542-30-32-00	Fuel	\$146.44
			401-534-80-32-00	Fuel	\$585.81
			401-534-80-32-01	Fuel	\$123.73
			408-535-80-32-00	Fuel	\$585.79
			408-535-80-32-01	Fuel	\$123.73
			410-531-38-32-01	Fuel	\$146.44
			410-531-38-32-02	Fuel	\$27.51
			<b>Total</b>		<b>\$1,739.45</b>
Barfield, Mark	46421	2245	401-534-90-49-00	Evergreen Water & Wastewater Conference-Hotel & Meals	\$195.44
			408-535-90-49-00	Evergreen Water & Wastewater Conference-Hotel & Meals	\$195.43
				<b>Total</b>	<b>\$390.87</b>
Bethune, Mark	46422	Invoice - 9/6/2018 3:02:29 PM	001-513-10-43-00	Contract Issues-Kenyon Disend	\$44.69
				<b>Total</b>	<b>\$44.69</b>
Big J'S Outdoor Store	46423	SEPT2018-205	101-542-30-31-00	Safety Vest-Nale	\$22.61
			401-534-10-31-04	Carhart Rain Pants -Nale	\$63.93
				<b>Total</b>	<b>\$86.54</b>
Brisco Inc.	46424	SEPT2018-204	001-524-20-32-01	Fuel Buiding	\$48.00
			001-524-20-32-01	Fuel Buiding	\$60.00
			410-531-38-32-02	Fuel Storm	\$86.00
			410-531-38-32-02	Fuel Storm	\$137.75
				<b>Total</b>	<b>\$331.75</b>
Business Solutions Center	46425	105414	401-534-10-31-00	Water Meter Read Forms	\$48.09
					<b>Total</b>
Centurylink	46426	300549640-Sept2018	408-535-10-42-01	Sewer Dept	\$49.49
		300549818-Sept2018	001-514-23-42-00	City Phones	\$549.74
			001-524-20-42-00	City Phones	\$26.43
			101-542-63-47-03	City Phones	\$58.89
			401-534-10-42-01	City Phones	\$179.72
			408-535-10-42-01	City Phones	\$291.85
		300549906-Sept2018	401-534-10-42-01	Harman Springs	\$55.12
		300550216-Sept2018	408-535-10-42-01	Sewer Phones	\$179.85
		300550553-Sept2018	001-521-50-42-00	PD Phones	\$440.36
		300550592-Sept2018	001-512-50-42-00	Court Phones	\$99.29
		409178327-Sept2018	001-521-50-42-01	PD Repeater	\$70.89
				<b>Total</b>	<b>\$2,001.63</b>
		CenturyLink/Qwest	46427	464B-Sept2018	001-521-20-45-02
465B-Sept2018	001-521-20-45-02			Cell Connection	\$81.86

Vendor	Number	Invoice	Account Number	Notes	Amount
CenturyLink/Qwest	46427	492B-Sept2018	001-521-20-45-02	Cell Connection	\$76.27
				<b>Total</b>	<b>\$274.99</b>
Cintas Corporation #461	46428	461450634	408-535-60-48-04	Park Restroom Cleaning	\$220.08
				<b>Total</b>	<b>\$220.08</b>
Comcast	46429	0221105-Sept 2018	001-514-23-42-00	City Hall Internet	\$60.31
			001-524-20-31-00	City Hall Internet	\$60.31
			401-534-10-42-01	City Hall Internet	\$60.31
			408-535-10-42-01	City Hall Internet	\$60.31
		0221113-Sept2018	001-521-50-42-00	PSB Internet	\$241.24
				<b>Total</b>	<b>\$482.48</b>
Cope's Orting Pharmacy (C	46430	15820	001-511-60-31-01	Card-Get Well	\$5.45
				<b>Total</b>	<b>\$5.45</b>
Core & Main	46431	J374944	401-534-50-48-02	5/8 Enhanced Meters	\$2,113.21
			401-534-50-48-04	5/8 Enhanced Meters	\$2,113.21
				<b>Total</b>	<b>\$4,226.42</b>
Crystal & Sierra Springs	46432	16789927 081818	001-514-23-31-02	Water City Hall	\$29.71
				<b>Total</b>	<b>\$29.71</b>
Curry & Williams, P.I.I.c	46433	SEPT2018-202	001-512-50-10-02	Court Judge-Aug 2018	\$1,958.34
				<b>Total</b>	<b>\$1,958.34</b>
Dell Financial Services Payment Processing Services	46434	79635053	001-594-12-41-01	PSB Server	\$25.00
			001-594-14-41-02	City Hall Server	\$50.00
			001-594-21-41-01	PSB Server	\$753.41
			001-594-24-41-01	City Hall Server	\$37.00
			001-594-76-41-01	City Hall Server	\$12.00
			101-594-42-41-01	City Hall Server	\$12.00
			105-594-76-41-01	City Hall Server	\$12.00
			401-594-34-42-02	City Hall Server	\$111.00
			408-594-35-64-44	City Hall Server	\$149.00
			410-594-31-41-41	City Hall Server	\$74.00
				<b>Total</b>	<b>\$1,235.41</b>
Dmcma	46435	Kainoa-Conference	001-512-50-49-03	Court Management Association Staff Conference	\$100.00
				<b>Total</b>	<b>\$100.00</b>
Fastenal Company	46436	WAPUY90081	408-535-50-48-02	T-Rod & Hex Nut	\$7.12



Vendor	Number	Invoices	Account Number	Notes	Amount
Fastenal Company	46436	WASUM51945	401-534-10-31-04	Respirators for Smoke Pollution	\$28.55
				<b>Total</b>	<b>\$35.67</b>
Frost Landscape	46437	11819	105-576-80-48-08	Landscape Services-Aug 2018	\$8,039.17
				<b>Total</b>	<b>\$8,039.17</b>
Galls, LLC- Blumenthal Uniforms	46438	010324553	001-521-20-31-01	Baton-Deffit	\$53.46
				<b>Total</b>	<b>\$53.46</b>
Kenyon Disend PLLC	46439	187434-187435-187436- 187437-	001-515-30-41-01	Retainer	\$2,500.00
			001-515-30-41-02	Attorney Services	\$840.35
			001-515-30-41-02	Records Request	\$1,008.42
			001-515-30-41-02	Attorney Services	\$2,010.93
			001-515-30-41-02	PD CBA	\$4,687.19
			001-515-30-41-05	Legal HR	\$351.42
			001-515-30-41-06	Code Enforcement	\$1,038.98
			001-521-50-41-02	PD Legal	\$458.37
			101-542-30-41-05	Attorney Services	\$534.77
			401-534-10-41-04	Attorney Services	\$229.19
			408-535-10-41-04	Attorney Services	\$76.40
			410-531-39-41-04	Attorney Services	\$76.40
			412-594-38-41-02	Attorney Services	\$30.56
			<b>Total</b>	<b>\$13,842.98</b>	
Konica Minolta Business-Usa Inc	46440	253798193	001-521-10-40-06	Copier Lease PD	\$1,048.90
				<b>Total</b>	<b>\$1,048.90</b>
Korum Automotive Group	46441	6654604/1	401-534-50-48-06	FA1071-The Works Fuel Saver Oil Change	\$18.36
			408-535-50-48-04	FA1071-The Works Fuel Saver Oil Change	\$34.08
		6655125/1	101-542-30-48-04	FA-1030 Diagnosis on Anti Lock Brake Sysyem 06 F650	\$163.66
			105-576-80-48-02	FA-1030 Diagnosis on Anti Lock Brake Sysyem 06 F650	\$163.65
			410-531-38-48-01	FA-1030 Diagnosis on Anti Lock Brake Sysyem 06 F650	\$327.31
		6656469/1	105-576-80-48-02	FA-1069 THE Works Fuel Saver Oil Change 2016 F350	\$26.22
			410-531-38-48-01	FA-1069 THE Works Fuel Saver Oil Change 2016 F350	\$26.22

Vendor	Number	Inv. Ica	Account Number	Notes	Amount
Korum Automotive Group	46441	6656477/1	101-542-30-48-04	FA-1051-The Works Fuel Saver Oil Change- Repaired AC/Heat System-Serpentine Belt-Steering Line Leak	\$105.36
			401-534-50-48-06	FA-1051-The Works Fuel Saver Oil Change- Repaired AC/Heat System-Serpentine Belt-Steering Line Leak	\$737.55
			408-535-50-48-08	FA-1051-The Works Fuel Saver Oil Change- Repaired AC/Heat System-Serpentine Belt-Steering Line Leak	\$1,053.68
			410-531-38-48-01	FA-1051-The Works Fuel Saver Oil Change- Repaired AC/Heat System-Serpentine Belt-Steering Line Leak	\$210.72
	6656502/1	401-534-50-48-06	401-534-50-48-06	FA-1064 The Works Fuel Saver Oil Change 2013 F150	\$24.68
			408-535-50-48-08	FA-1064 The Works Fuel Saver Oil Change 2013 F150	\$24.69
	6656539/1	105-576-80-48-02	105-576-80-48-02	FA-1088 The Works Fuel Saver Oil Change	\$25.31
			410-531-38-48-01	FA-1088 The Works Fuel Saver Oil Change	\$25.31
	6656588/1	401-534-50-48-06	401-534-50-48-06	FA-1072-The Works Fuel Saver Oil Change & Wiper Blades	\$36.21
			408-535-50-48-08	FA-1072-The Works Fuel Saver Oil Change & Wiper Blades	\$36.21
	6656747/1	105-576-80-48-02	105-576-80-48-02	FA1068-The Works Fuel Saver Oil Change & Gas Cap	\$44.66
			410-531-38-48-01	FA1068-The Works Fuel Saver Oil Change & Gas Cap	\$44.67
	6656762/1	401-534-50-48-06	401-534-50-48-06	FA1067-The Works Fuel Saver Oil Change	\$22.80
			408-535-50-48-08	FA1067-The Works Fuel Saver Oil Change	\$22.81
	6656840/1	105-576-80-48-02	105-576-80-48-02	FA1027-The Works Fuel Saver Oil Change & Fuel Filter	\$67.36

Vendor	Number	Invoice	Account Number	Notes	Amount
Korum Automotive Group	46441	6656840/1	410-531-38-48-01	FA1027-The Works Fuel Saver Oil Change & Fuel Filter	\$67.36
				<b>Total</b>	<b>\$3,308.88</b>
Kyocera Document Solutions Northwest INC	46442	55T1043487	001-514-23-31-02	City Hall Copier Lease	\$1,640.22
			105-576-80-31-00	Public Works Copier Lease	\$15.56
			401-534-10-31-00	Public Works Copier Lease	\$51.89
			408-535-10-31-00	Public Works Copier Lease	\$20.75
			410-531-38-31-00	Public Works Copier Lease	\$15.56
				<b>Total</b>	<b>\$1,743.98</b>
Law Offices of Matthew J Rusnak	46443	184	001-512-50-49-01	Court Appointed Attorney-Aug 2018	\$1,833.33
				<b>Total</b>	<b>\$1,833.33</b>
Lewis, Jennifer	46444	SEPT2018-200	001-571-20-31-34	Dog Training Classes-Aig 2018	\$1,008.00
				<b>Total</b>	<b>\$1,008.00</b>
Logan Enterprises INC	46445	16941	001-514-21-41-01	Monthly Janitorial-Sept 2018	\$98.75
			001-524-20-49-02	Monthly Janitorial-Sept 2018	\$19.75
			001-575-50-41-01	Monthly Janitorial-Sept 2018	\$79.00
			401-534-10-31-00	Monthly Janitorial-Sept 2018	\$79.00
			408-535-10-31-00	Monthly Janitorial-Sept 2018	\$79.00
			410-531-38-31-00	Monthly Janitorial-Sept 2018	\$39.50
				<b>Total</b>	<b>\$395.00</b>
Milo's Locksmith Company	46446	73589	104-536-20-31-00	Padlocks for Cemetery	\$50.56
				<b>Total</b>	<b>\$50.56</b>
Northwest RAD	46447	Gard-RAD	001-521-40-49-00	RAD Instructor Certification-Gard	\$350.00
				<b>Total</b>	<b>\$350.00</b>
Office Depot	46448	192642879001-328841 192644363001-328841	001-521-20-31-03 001-512-50-31-00	Copy Paper Office Supplies	\$69.93 \$375.60
				<b>Total</b>	<b>\$445.53</b>
Opportunity Center Of Orting	46449	1169-Sept	001-571-20-31-14	Orting Opportunity Center Grant-September 2018	\$625.00
				<b>Total</b>	<b>\$625.00</b>

Vendor	Number	Invoice	Account Number	Notes	Amount
Orca Pacific, Inc	46450	35455	401-534-10-31-01	Sodium Hypochlorite	\$809.91
				<b>Total</b>	<b>\$809.91</b>
Orting Valley Fire & Rescue	46451	Payment #9 Lease for PSB	001-512-50-41-04	Payment #9 Lease for PSB-Court	\$297.92
			001-521-50-41-07	Payment #9 Lease for PSB-Police	\$2,681.25
				<b>Total</b>	<b>\$2,979.17</b>
Orting Valley Senior Cent	46452	SEPT2018-201	001-571-20-31-06	Monthly Support-September 2018	\$1,083.33
				<b>Total</b>	<b>\$1,083.33</b>
P.c. Budget & Finance	46453	CI-255504 C-104188	001-523-60-41-00	Jail Fees	\$53.90
		CI-255524 C-104188	001-589-30-03-00	2nd QRT Peg Fees	\$1,204.47
			001-589-30-04-00	2nd QRT Peg Fees	\$1,204.47
				<b>Total</b>	<b>\$2,462.84</b>
Pape & Sons Construction INC	46454	Orville Road Water Main Replacement-Retainage Release	401-594-34-63-47	Orville Road Water Main Replacement-Retainage Release	\$67,195.22
				<b>Total</b>	<b>\$67,195.22</b>
Parametrix	46455	3349	001-518-20-40-02		\$65.63
			001-518-20-40-02		\$1,642.14
			001-521-50-46-07		\$131.25
			001-521-50-46-07		\$3,284.28
			001-558-60-41-01		\$1,281.25
			001-558-60-41-01	General Consulting	\$2,792.50
			101-542-30-41-01	General Consulting	\$1,600.00
			101-542-30-41-13		\$2,215.00
			101-595-10-40-04		\$52.50
			101-595-10-40-04		\$3,335.00
			101-595-10-40-04		\$13,159.26
			105-594-76-41-02	Project Management-Calistoga Park	\$420.00
			105-594-76-41-02	Preliminary Planning-Calistoga Park	\$660.00
			105-594-76-41-02	Plan Development-Calistoga Park	\$1,682.50
			320-542-30-41-05		\$165.00
			320-542-30-41-05		\$830.00
			320-542-30-41-05		\$2,607.50
			401-534-10-40-01		\$26.25
			401-534-10-41-01		\$656.86
			401-534-10-41-01	General Consulting	\$1,356.25
			401-594-34-63-49		\$190.00
			401-594-34-63-49		\$440.00
			408-535-10-40-01		\$26.25
			408-535-10-40-01		\$656.86
			408-535-10-41-01	General Consulting	\$2,921.25
			408-535-10-41-21	Telemerty O&M	\$2,468.63

Vendor	Number	Invoice	Account Number	Notes	Amount		
Parametrix	46455	3349	408-594-35-41-12	WWTP Solids Upgrade-Predesign Project	\$1,412.50		
			408-594-35-41-12	Management	\$4,760.00		
			408-594-35-41-12	WWTP Solids Upgrade-Predesign	\$7,646.25		
			408-594-35-41-12	WWTP Solids Upgrade-Predesign Data Collection	\$18,623.86		
			408-594-35-63-03	WWTP Solids Upgrade-Predesign Field Condition	\$60.00		
			408-594-35-63-03	WWTP Biosolids Removal	\$120.00		
			410-531-31-40-01	Construction-Project Management	\$13.13		
			410-531-31-40-01		\$328.43		
			410-531-39-41-01	General Consulting	\$255.00		
			410-594-31-41-30		\$120.00		
			410-594-31-41-37		\$765.00		
			410-594-31-41-37		\$1,190.00		
			412-594-38-41-02	Public Works Shop	\$4,503.75		
			001-524-20-41-02		\$70.00		
			001-524-20-41-02		\$288.75		
			001-524-20-41-02		\$535.00		
			001-524-20-41-02		\$1,047.50		
					<b>Total</b>	<b>\$86,405.33</b>	
			Popular Networks, Llc	46456	21321	001-512-50-41-01	Computer Maintenance
		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	\$917.57					
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	\$33.11					
401-534-10-41-05	Computer Maintenance	\$347.61					
408-535-10-41-05	Computer Maintenance	\$347.62					
410-531-38-41-04	Computer Maintenance	\$215.20					
001-524-20-41-01	Computer Maintenance	\$1,679.94					
001-525-60-41-03	Disaster Recovery Backup-Server	\$533.39					
	<b>Total</b>	<b>\$4,786.25</b>					
Puget Sound Energy	46457	200019646914-Sept 2018			101-542-63-47-03	Street Lights	\$48.55
				<b>Total</b>	<b>\$48.55</b>		

Vendor	Number	Invoice	Account Number	Notes	Amount
Scientific Supply & Equip	46458	31435350	408-535-10-31-00	Lab Supplies	\$135.03
				<b>Total</b>	<b>\$135.03</b>
SH&H Valuation & Consulting	46459	14387-18	101-595-20-60-01	Appraisal Report for Evacuation Bridge Right of Way PAR 0519301018	\$3,500.00
				<b>Total</b>	<b>\$3,500.00</b>
SHRED-IT USA	46460	8125384796	001-514-23-31-02	City Hall Shred It	\$147.27
				<b>Total</b>	<b>\$147.27</b>
Spectral Laboratories	46461	132930	408-535-10-41-03	Lab Testing	\$168.00
				<b>Total</b>	<b>\$168.00</b>
The Walls Law Firm	46462	23	001-515-30-41-03	Prosecuting Attorney-Aug 2018	\$1,875.00
				<b>Total</b>	<b>\$1,875.00</b>
UniFirst Corporation	46463	3301437230-3301439296-3301441364-3301443475-3301445560	408-535-10-31-03	Protective Service & Clothing	\$473.39
				<b>Total</b>	<b>\$473.39</b>
United Laboratories	46464	INV227709	408-535-10-31-00	Hand Surface & Descale Wipes	\$630.78
				<b>Total</b>	<b>\$630.78</b>
US Bank Equipment Finance	46465	3654030500	001-594-14-41-04	City Hall Copier Lease	\$327.83
				<b>Total</b>	<b>\$327.83</b>
Utilities Underground Location Center	46466	8080208	401-534-60-41-00	Locates-August 2018	\$80.08
			408-535-60-41-00	Locates-August 2018	\$80.08
				<b>Total</b>	<b>\$160.16</b>
Verizon Wireless	46467	9812854887	001-512-50-42-00	Cell Phone Judge	\$55.72
			001-514-23-42-00	Cell Phones-City	\$323.27
			001-521-20-45-01	Cell Phone PD	\$58.74
			001-524-20-42-00	Cell Phones-City	\$130.81
			001-575-50-42-01	Cell Phones-City	\$55.72
			401-534-10-42-01	Cell Phones-City	\$302.66
			408-535-10-42-01	Cell Phones-City	\$302.67
		9812854888	001-512-50-42-00	Cell Phones-Court	\$122.32
			001-521-20-45-01	Cell Phones-PD	\$666.52
			001-521-20-45-02	Cell Connection Data-PD	\$563.64
				<b>Total</b>	<b>\$2,582.07</b>
Vision Forms LLC	46468	4938	401-534-10-31-00	Utility Bill Forms	\$99.31

Vendor	Number	Invoice	Account Number	Notes	Amount
Vision Forms LLC	46468	4938	408-535-10-31-00	Utility Bill Forms	\$99.31
			410-531-38-31-00	Utility Bill Forms	\$99.30
				<b>Total</b>	<b>\$297.92</b>
Vision Municipal Solutions LLC	46469	09-6345	001-514-40-41-19	2018 Vision Conference-Jane-Scott-Jennifer	\$100.00
			001-514-40-41-49	2018 Vision Conference-Jane-Scott-Jennifer	\$100.00
			401-534-90-49-00	2018 Vision Conference-Jane-Scott-Jennifer	\$333.00
			408-535-90-49-00	2018 Vision Conference-Jane-Scott-Jennifer	\$334.00
			410-531-31-40-06	2018 Vision Conference-Jane-Scott-Jennifer	\$333.00
				<b>Total</b>	<b>\$1,200.00</b>
Wa. State Dept. of Ecolog	46470	2019-WA0020303	408-535-50-51-00	Water Quality Program Municipalities	\$3,302.64
		2019-WAR045016	410-531-30-51-00	Water Quality Program Municipalities Stormwater Phase 2	\$2,667.94
			<b>Total</b>	<b>\$5,970.58</b>	
Water Management Lab Inc.	46471	169318-A0150R	401-534-10-41-03	Lab Testing	\$218.00
		169516-A0150R	401-534-10-41-03	Lab Testing	\$218.00
			<b>Total</b>	<b>\$436.00</b>	
Wells Fargo Financial Leasing	46472	5005171684	105-576-80-31-00	Public Works Copier	\$13.94
			401-534-10-31-00	Public Works Copier	\$46.46
			408-535-10-31-00	Public Works Copier	\$18.58
			410-531-38-31-00	Public Works Copier	\$13.93
				<b>Total</b>	<b>\$92.91</b>
Zumar Industries Inc	46473	24124	101-542-30-48-02	Steel Drive R-A0150Rivet-Anchors-Perforated Tube	\$368.83
				<b>Total</b>	<b>\$368.83</b>
				<b>Grand Total</b>	<b>\$231,332.25</b>



**City Of Orting  
Council Agenda Summary Sheet**

<b>SUBJECT:</b> 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		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>	N/A		<b>AB18-75</b>
	<b>For Agenda of:</b>			08.29.18 & 09.12.18
	<b>Department:</b>	Public Works		
	<b>Date Submitted:</b>	<b>08.23.18</b>		
<b>Cost of Item:</b>	_ \$			
<b>Amount Budgeted:</b>	_ \$			
<b>Unexpended Balance:</b>	_ \$			
<b>Bars #:</b>				
<b>Timeline:</b>	Expedited review requested, and no substantive changes to the MUP requested			
<b>Submitted By:</b>	City Administrator/City Attorney			
<b>Fiscal Note:</b>				
<b>Attachments: Ordinance No. 2018-1032 (as passed); new Exhibit A (as proposed) Ord. No. 2018-1035</b>				
<b>SUMMARY STATEMENT:</b>				
<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>				
<b>RECOMMENDED ACTION: MOTION: To Adopt 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.</b>				



**CITY OF ORTING**  
**WASHINGTON**  
**ORDINANCE NO. 2018-1035**

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**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**

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**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 29<sup>TH</sup> DAY OF AUGUST, 2018.**

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 12<sup>TH</sup> DAY OF SEPTEMBER, 2018.**

CITY OF ORTING

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

ATTEST/AUTHENTICATED:

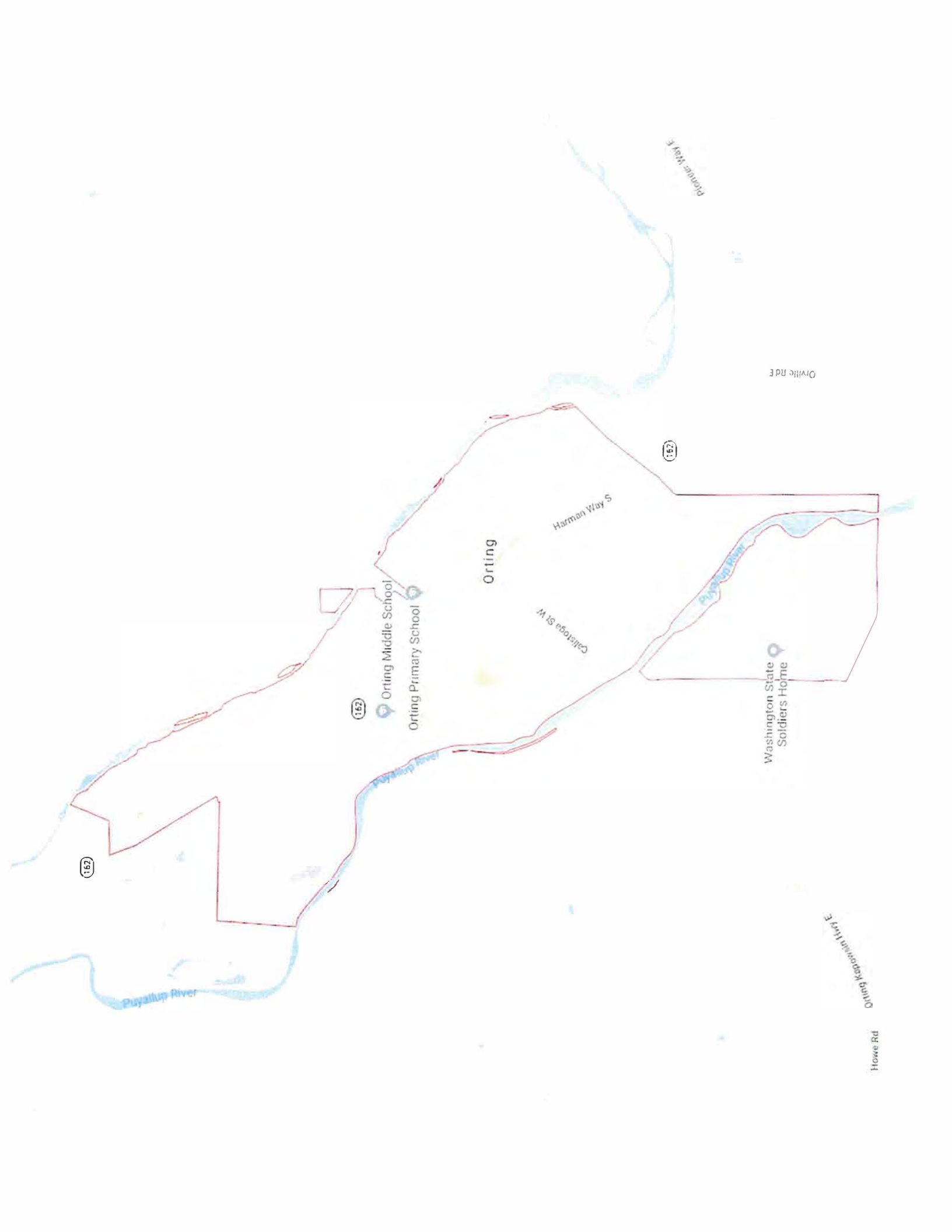
\_\_\_\_\_  
Jane Montgomery, City Clerk,CMC

Approved as to form:

\_\_\_\_\_  
Charlotte Archer, City Attorney

Filed with the City Clerk: 08.23.18  
Passed by the City Council: 09.12.18  
Date of Publication: 09.14.18  
Effective Date: 09.19.18

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



Pioneer Way E

Orville RdE

167

Harman Way S

Orting

Callisto St W

Orting Middle School  
Orting Primary School

162

Washington State  
Soldiers Home

Puyallup River

162

Puyallup River

Orting Regional Hwy E

Howe Rd

CITY OF ORTING  
WASHINGTON  
ORDINANCE NO. 2018-1032

ORIGINAL

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**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**

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**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 31<sup>st</sup> day following passage and approval of this Master Use Permit by the City Council.

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

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

## 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 158<sup>th</sup> 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.

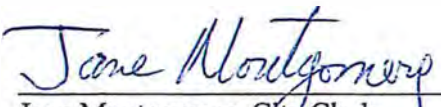
**Section 2. Effective Date.** This ordinance, or a summary thereof, shall be published in the official newspaper of the City, and shall take effect and be in full force in accordance with Article 4.3 herein.

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

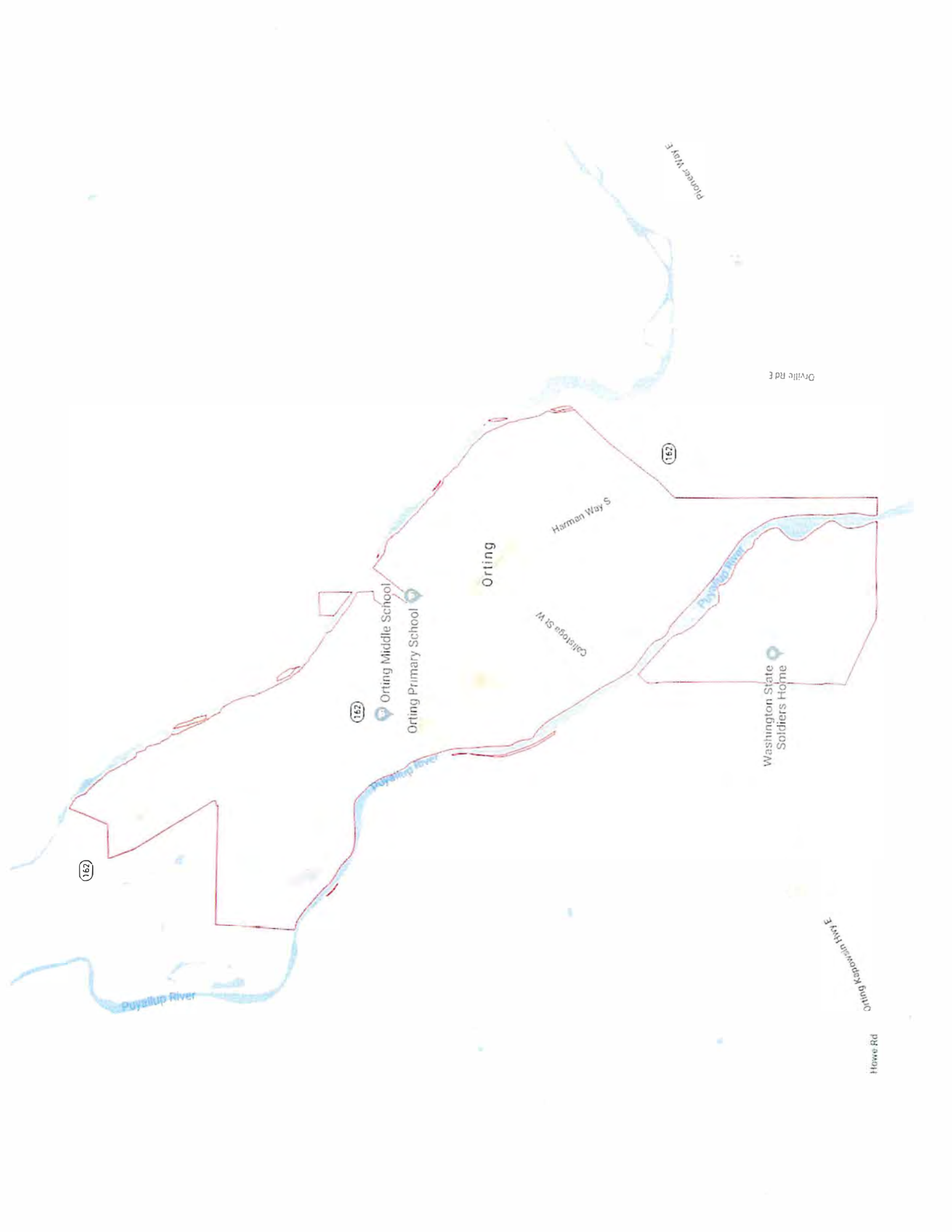
Ordinance No. 2018-1032

Date of Publication: 7.13.18

Effective Date: 12:01 a.m. on the 31<sup>st</sup> day following passage and approval of this Master

Use Permit by the City Council. ( 8.11.18)

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



Orville Rd E

162

Harman Way S

Orting

Calkins St W

Orting Middle School

Orting Primary School

162

Washington State  
Soldiers Home

162

Puyallup River

Orting-Kapowsin Hwy E

Howe Rd



**EXHIBIT B**  
**SITE SPECIFIC CHARGE AGREEMENT**  
Addendum No. \_\_

[Location Description] Site Specific Fee Agreement for Wireless Facilities

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

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

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

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

COMPANY

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

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

CITY OF ORTING

By \_\_\_\_\_  
\_\_\_\_\_, Mayor

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

Approved as to form:

\_\_\_\_\_  
Charlotte Archer, City Attorney

**EXHIBIT C**

**[COMPANY NAME ] Acceptance Form**

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

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

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

Dear City Clerk:

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

Sincerely,

Seattle SMSA Limited Partnership d/b/a  
Verizon Wireless

By: Cellco Partnership, its General Partner

\_\_\_\_\_  
Signature

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

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

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

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

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

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

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



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject: Whitehawk Park</b>		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>			
	<b>For Agenda of:</b>		06.20.18 08.15.18	7.11.18 09.12.18
	<b>Department:</b>	Parks /CGA Committee		
	<b>Date Submitted:</b>	7.6.18 8.7.18		
<b>Cost of Item:</b>	<u>\$ 50,000</u>			
<b>Amount Budgeted:</b>	<u>\$50,000</u>			
<b>Unexpended Balance:</b>	<u>\$</u>			
<b>Bars #:</b>	105.954.76.63.52			
<b>Timeline:</b>				
<b>Submitted By:</b>	Beckie Meek			
<b>Fiscal Note:</b>				
<b>Attachments:</b>	RFP , Proposal by Northwest Playground Equipment			
<b>SUMMARY STATEMENT:</b>				
<p>In April 2018 Staff was notified that the White hawk play structure was unstable and needed to be roped off. The replacement of the equipment is in the 3 year park plan. At the Parks Advisory Board Meeting of May 2, 2018, the condition of the play structure was brought to the board’s attention. White hawk Park is a high use Park used by residents as well as by the City for Parks and Recreation Programs.</p> <p>On July 11<sup>th</sup>, 2018 The City Council authorized the expenditure of \$50,000 to purchase playground equipment for White hawk Park. The State bid process was used, and two bids came in. The two bidders reported at the Parks Advisory Board meeting on September 5<sup>th</sup>. Public Input was also solicited. Northwest Playground was the vendor chosen and recommended by the Parks and Recreation Board at a cost of \$46, 995.23. The Parks and Recreation Board reports to the Community and Government Affairs Committee on September 11<sup>th</sup> to share their recommendation. The remaining amount of funds will be spent on additional items needed to complete Whitehawk Park.</p>				
<b>RECOMMENDED ACTION: MOTION:</b> To authorize the total expenditure of \$50,000 for Whitehawk Park, \$46,995.23 allocated to Northwest Playground.				

**City of Orting**  
Request for Bids (RFB)



**Whitehawk Park Playground Equipment**  
Due: Friday, August 17th, 2018

Proposal by:  
 Northwest Playground  
Equipment, Inc.

RECEIVED  
AUG 17 2018  
CITY OF ORTING

*DISAM*  
*R*



## Northwest Playground Equipment, Inc.

*Quality Playground Systems • Sports Equipment • Surfacing • Shelters • Site Amenities*

---

September 5, 2018

### Greetings!

At Northwest Playground Equipment, Inc. we are privileged to present a full range of quality products for our customers. *It is our mission to provide excellent customer service with high quality products to make your project a success!* We have over 20 years of experience working with hundreds of schools, community groups and organizations throughout the Pacific Northwest. This packet is meant to give you a better idea of our conceptual proposal for play area improvements at Rainier Meadows Park.

### Northwest Playground Equipment

At Northwest Playground Equipment we pride ourselves in the following:

- Full service capabilities for all of your park and playground related needs
  - (Playgrounds, surfacing, site furnishings, shelters, sports equipment and spray parks)
- Supported by the highest quality manufacturers across the industry
- Largest office support staff in the region to help support you each and every day
- Nearly 25 years in operation as a family owned business

### Playworld Systems

After reviewing the RFP sent out by the City of Orting, we focused our proposal on offering the highest quality equipment with the most play value for the current budget. Given the requirements, we immediately knew that equipment through Playworld would provide the best value. What makes Playworld truly unique is:

- An industry leader in equipment quality made from the highest quality components
- Hassle-free non-pro-rated warranty
  - Everything on our proposed structure is covered for 15 years!
- Unmatched commitment to Sustainability
  - 99.999% PVC Free
  - Only commercial playground equipment manufacturer to be Cradle to Cradle Certified



## Northwest Playground Equipment, Inc.

Quality Playground Systems • Sports Equipment • Surfacing • Shelters • Site Amenities

### The Fun Part: Whitehawk!

That's just a little bit of information about what makes our company unique, but let's get to the fun stuff and look at the actual design for Whitehawk Park! In order to stretch our budget as much as possible we were able to take advantage of our current 2<sup>nd</sup> Half Sale and extend fantastic discounts off retail costing:

- Playground includes TWO Structures, both a 5-12 Structure for School Age Children as well as a 2-5 Structure for Early Childhood as well as SWINGS!
- 5-12 Structure Play Activities
  - Two Slides at varying heights including a straight Glide Slide and spiraling 360 Degree Nuvo Slide
  - Mixed Use Climbers including a Rope Ascension Climber and Nuvo Curvy Climber
  - Immersive Panels with multiple activities such as music selections with Bells and Drums
  - Overhead monkey bars!
- 2-5 Play Activities
  - Three total Slides highlighted by the dueling Twist-N-Shout Slide where children can race down the slide chute!
  - Multiple Climbers including the Early Childhood Favorite Rock Climber which doubles as an interactive play fort
  - Imaginative Panels including the Storefront panel for pretend play!
- Swings! 2-Bay Swing Set includes (2) Belt and (2) Tot Seats
- Both structures meet all current ASTM and ADA Guidelines
- Design includes a User Capacity of 63 Children!
- 2<sup>nd</sup> Half Sale extends a 25% discount off retail price!
- Colors are completely customizable at no charge
  - We've included a complete color list in the *Additional Information* section in the back of your packet
- Supervised Installation including a Supervisor for a full 8-hr Saturday bringing all tools
- We've also budgeted for 159 cubic yards of Engineered Wood Fiber to help provide additional safety surfacing onsite

We feel that our proposal offers playground equipment of the highest quality, with the best bang for your budget in terms of play value for community play that children can grow into. Overall, through taking advantage of our Summer Sale and additional contract discounts we were able to shave over \$11,000 off of retail! In addition the play equipment could be installed to allow for additional components in future years.





## Northwest Playground Equipment, Inc.

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*Quality Playground Systems • Sports Equipment • Surfacing • Shelters • Site Amenities*

### Questions?

Thank you so much for inviting us to participate in the selection for the next generation of play equipment at Whitehawk, and please don't hesitate to call or e-mail if we can be of further assistance!

Yours Truly,

*Chris McGarvey*

425.681.5848

[chris@nwplayground.com](mailto:chris@nwplayground.com)

# Whitehawk Park

City Of Orting, WA

 Northwest Playground  
Equipment, Inc.  
In The Heart of the Pacific Northwest  
102 Ave. 21st Avenue, WA 98517  
Tel: 360.221.2100  
Fax: 360.221.2100  
www.nwpe.com  
info@nwpe.com



# Whitehawk Park

City Of Orting, WA

 Northwest Playground  
Equipment, Inc.  
We Have The Future In Play  
P.O. Box 214 • Vancouver, WA 98687  
Tel: (503) 586-7340  
Fax: (503) 586-7340  
www.nwpe.com



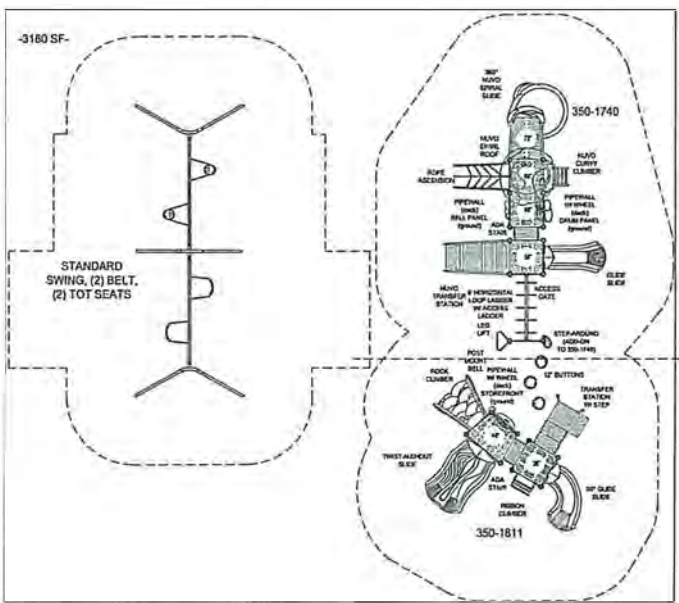
# Whitehawk Park

City of Orting, WA

**Northwest Playground  
Equipment, Inc.**  
We Work For Children's Fun & Play  
PO Box 37700 Everett, WA 98207  
Tel: (425) 348-7128 (ext)  
Local: (425) 373-7941  
Fax: (425) 373-8744  
www.nwpe.com



**PLAYWORLD**  
By the way, we're serious.



**PLAYWORLD**

**Northwest Playground Equipment, Inc.**  
 2500 1st Avenue, Everett, WA 98201  
 P.O. Box 2410, Everett, WA 98207  
 Tel: 425-336-2200  
 Fax: 425-336-2200  
 www.nwplayworld.com

EQUIPMENT SIZE:  
SEE PLAN

USE ZONE:  
SEE PLAN

AREA: 3180 SF PERIMETER: 2226 LF

FALL HEIGHT:  
6'

USER CAPACITY: 63 AGE GROUP: 2-5 & 5-12

- ✓ ASTM F1487-17
- ✓ CPSC #325



PROJECT NO:  
NW070318-1A

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

DRAWN BY:  
TXA

Paper Size  
**B**

DATE:  
8-13-18

**Whitehawk Park**  
City Of Orling, WA

\*PLAYGROUND SUPERVISION REQUIRED



# Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109  
Phone (425) 313-9161 FAX (425) 313-9194  
Email: sales@nwplayground.com

## QUOTE

*This quote is only valid for 30 days.*

Quote # 7/21/18-MCG-3  
Date: 8/16/2018

To: City of Orting  
Re: Whitehawk Park  
409 Orting Avenue NW  
Orting, WA 98360

Contact Name: Beckie Meek  
Email: [Bmeek@cityoforting.org](mailto:Bmeek@cityoforting.org)

Phone: 360-893-2219  
Cell/Fax:

Item #	Qty	Description	Price	Total Price
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### EQUIPMENT

#### Playworld

350-1740	1	Playworld Custom Challenger Structure for 5-12 Including: Transfer Station w Step, RockBlocks Deck Access Support, 6' Horizontal Loop Ladder w Access Ladder, Leg Lift, Oval Panel w Shifting Sands Insert, Post Mount Drum, Tower Climber, Anywhere Seat, Glide Slide, 360 Degree Nuvo Spiral Slide, Activity Panel w Four the Win Insert, Post Mount Wheel, 36" Rise 90 Degree Cloudwalk		\$ 24,699.00
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350-1811	1	Playworld Custom Challenger Structure for 2-5 Including - SALE STRUCTURE - Transfer Station w Step, 90 Degree Glide Slide, Ribbon Climber, ADA Stair, Twist-N-Shout Slide, Rock Climber, Post Mount Bell, Storefront Panel, Pipewall with Wheel.		\$ 13,076.00
----------	---	---	--	--------------

SWING-8-4	1	Swing - Standard Duty Swing - 2 Belt Seats - 2 Tot Seats		\$ 2,010.00
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#### Zeager

1		159 Cubic Yards of Zeager Bros. Certified Engineered Wood Fiber Safety Surfacing (12in After Compaction) for 3,180 Square Feet Area. Price Includes Freight, and Dump On Site.		\$ 5,740.00
---	--	--	--	-------------

*\* Please Note that the Item(s) included are part of the Playworld Systems 2018 2nd Half Sale - All Sale Orders Must be Placed by December 3, 2018 for Sale Pricing to be Valid. Please Note that the Customer is Responsible for Verifying Quantities and Descriptions.*

		Equipment Subtotal	\$	45,525.00
Playworld	Northwest Playground Equipment Discount:	SALE 25.00%	\$	(3,269.00)
Playworld	Northwest Playground Equipment Discount:	NASPO 10.00%	\$	(3,978.50)
Zeager	Northwest Playground Equipment Discount:	NASPO 10.50%	\$	(602.70)
Playworld		Freight:	\$	3,522.00
		Equipment Total (less tax)	\$	41,196.80

### CERTIFIED INSTALLATION

1		One - 8hr Day Site Supervision: Customer responsible for taking delivery of equipment, digging holes prior to build date, providing concrete, and at least 25 Adult Volunteers for Day of Site Supervision. Extra Day's will be an Additional Fee. Please see Tool List for Requirements.		\$ 1,800.00
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	Prevailing Wage Job	Installation Total:	\$	1,800.00
Bond or Credit Card Fee:	Performance Bond (If Required):	3.0%	\$	-
Location Code:	Resale Certificate Required for Tax Exemption:	Tax: 9.3%	\$	3,998.70
		ORDER TOTAL:	\$	46,995.50

*All quotes are subject to material and fuel surcharges.*

### Acceptance of Proposal:

*(Please be sure you have read, signed, initialed and understand the Terms and Conditions on Page 2 of this Quote)*

The items, prices and conditions listed herein are satisfactory and are hereby accepted.

Ashtley Larsen  
Sales Assistant

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

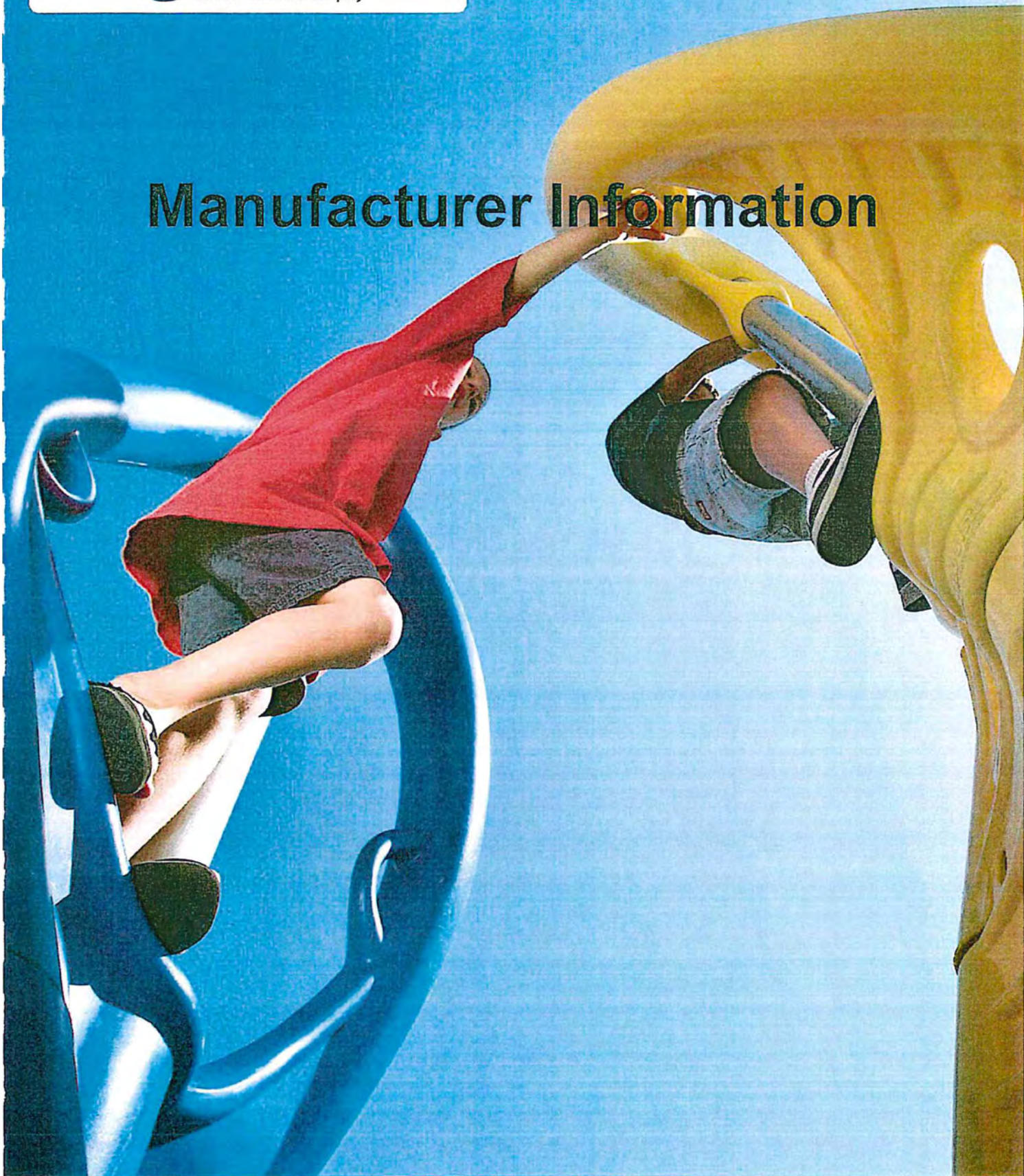
*Thank you for considering Northwest Playground Equipment, Inc. for your Park, Playground, Shelter and Sports Equipment requirements.*



Northwest Playground  
Equipment, Inc.

*we work so others can play*

# Manufacturer Information





# Company History

Playworld Systems® Inc. began life in 1952 as QE Manufacturing Company, a family-owned producer of precision machine parts. Seven years later we entered the playground industry as a supplier of high-quality products for other companies. As our reputation as a quality supplier grew, so did the demand in both the playground and recreational markets. Seizing the opportunity, we introduced our own brand of commercial playground products in 1971 under the company name Playworld Systems. In January 1999, Playworld Systems moved to our current corporate headquarters in Lewisburg, Pennsylvania.

Through the years, we have experienced phenomenal growth to become one of the industry's leaders. We expanded our company to include several product lines that reinforce our company mission: We believe the world needs play, therefore we provide the world's best play experience.

Today, Playworld Systems is in its third generation as a family-owned and operated business. We are proud of who we are and what we do, and we remain devoted to providing the world's best play experience!

#### PlayDesigns®

In 1987, a new division called PlayDesigns began producing products specifically for the early childhood market. Featuring lower steps and smaller handholds, PlayDesigns activities are fun and colorful, and created specifically to be both age and developmentally appropriate for children ages 1-5 years.

#### Playworld®

Since 1971, we've actively taken part in helping our industry grow by creating innovative products, raising the bar on safety and inclusion and by responding to the needs of our customer. Playworld playground equipment and products for school-age children serve public parks, schools and private communities.

#### Activo®

Watch kids build their confidence and their strength on Activo, the kinetic play equipment that is driven by the user. Shifting shapes and non-linear play activities challenge kids to create their own routes of play, teaching them to take risks and problem-solve as they burn calories. Plus, Activo's sleek design is also good for the environment, offering up to a 60% lower carbon footprint than conventional post and platform playsystems.

#### Origins™ Nature Playgrounds

The natural playground equipment that restores kids' connection with the great outdoors by integrating play with real and lifelike nature experiences. With Origins, kids romp on realistic boulders, logs and dinosaur fossils. They tend real plants and flower beds. All of which improves their coordination and agility, and their problem-solving and social skills. And best of all, they see there's real life beyond the video screen.

#### NEOS®

In October of 2007, Playworld Systems announced the launch of NEOS, the world's first outdoor electronic playsystem for all ages. NEOS combines aerobic exercise with the speed and dexterity of video games, and delivers a fun-filled workout comparable to jogging or a game of soccer, while raising heart rates

an average of 20%\*. With a variety of versions to choose from, each featuring multiple game and player options, there is a NEOS for you.

#### ENERGI®

The total body outdoor fitness system designed with leading fitness expert Michelle Simon (a Certified Strength & Conditioning Specialist), ENERGI's natural movement exercises combine all four components of fitness – cardiovascular and muscular fitness, flexibility, and body composition – targeting almost all of the body's 206 bones and 60 muscles. ENERGI is available in two system options: ENERGI Prime for ages 13 and up, and ENERGI Jr. for ages 9-14

#### LifeTrail® Advanced Wellness System

A cutting edge, outdoor fitness system designed to make it easier for active, older adults, to perform daily tasks and enjoy a better quality of life. Based on proven research and the latest advances in gerontology and kinesiology, LifeTrail Advanced Wellness System features 21 activity panels built on the principles of functional fitness: progressively challenging exercises patterned after the twists, turns, and movements of everyday life.

#### Family owned & proudly made in the U.S.A.

We're the only multi-generation, family-owned & operated manufacturer of playground and fitness equipment that's made in the U.S.A. Playworld Systems products are made in the U.S.A., in our central Pennsylvania manufacturing facility, from domestic and foreign content.

#### Certification

Playworld Systems is proud to be ISO 14001:2004 certified, which guarantees that we meet the highest standards for environmental-responsible manufacturing. Playworld Systems is also ISO 9001:2000 certified. ISO 9001:2000 is a comprehensive quality standard that applies to companies that design, manufacture, and service products. It is recognized and accepted as a quality certification program around the world. The ISO standards contain stringent criteria with respect to quality systems and the processing of customer orders.

Playworld Systems is a founding member of IPEMA and is committed to producing products that meet or exceed ADA and CPSC guidelines, and ASTM, EN, and CSA standards. Our products are also backed by the most comprehensive warranties in the industry, attesting to the high-quality standards of the products, the work force and the management.

#### Local Distributors

Playworld Systems' products are available through a network of professional local partners. These distributors have been selected by Playworld Systems to provide you with personalized local service. They will help in every phase of your project, from planning to the final installation. For more information and complete expert service, go to [www.PlayworldSystems.com](http://www.PlayworldSystems.com).

\*Source: Energy Expenditure at Play conducted by Geisinger Center for Health Research and Playworld Systems; August 2008.



[www.PlayworldSystems.com](http://www.PlayworldSystems.com) • 800.233.8404 • +1.570.522.9800  
Playworld Systems, Inc. • 1000 Buffalo Road • Lewisburg, PA 17837-9795



# Environmental Leader

Authentic. Honest. Impactful.



## Playworld Systems leads in Green Action Initiatives.

1. Measures the total "cradle-to-gate" from mining raw materials through production to shipping. It is the only true measure of the carbon impact.
2. Institutes across-the-board corporate changes to dramatically alter our impact on the environment in measurable ways.
3. Incorporates cultural change to sound environmentally conscious practices throughout the organization.

### Playworld Systems leads in tangible and measurable environmental change.

#### Cradle-to-Cradle Certified™ Silver

A rigorous and comprehensive environmental certification system that evaluates products and materials for their impact on human and environmental health and assures recyclability of our products after their usable life.

#### LEED® Certified

First and only commercial playground manufacturer to have our facility certified by the U.S. Green Building Council for Existing Buildings: Operations & Maintenance.

#### PVC-Free

Eliminated 99.999% of harmful PVCs from products while reducing our carbon footprint.

#### Carbon Footprint Measurement

Provides you with a **complete carbon footprint** for each playground, measuring the total greenhouse gases produced from the initial mining of raw materials through processing to shipping.

#### Recycling & Materials

We recycle 96% of our waste. Many **raw materials** contain 25-100% recycled content; packing and shipping materials are **100% recyclable**.

#### Reduced energy usage

176,000 kwh reduced annually through more efficient lighting fixtures, conservation and lean manufacturing.

### Playworld Systems leads in commitment to environmental stewardship.

- 100% committed to the environment, public health, safety and quality.
- Focused on actions that have real impact: eliminate (first and foremost), reduce, reuse and recycle.
- Does not 'greenwash' by buying into offsets or purchasing logos that have no impact on our operation.

### Sustainable Manufacturing vs. Greenwashing



Greenwashing happens when a manufacturer doesn't implement authentic manufacturing practices or use sustainable materials in production, but says they are green because they plant trees or recycle office paper.

© 2014 Playworld Systems, Inc.

## Safety Guidelines and Standards *continued*

*Playworld Systems maintains a proactive approach to safety compliance, constantly updating existing equipment and creating new activities that meet or exceed both domestic and international requirements.*

### International Play Equipment Manufacturers Association (IPEMA)

Playworld Systems is a founding member of the International Play Equipment Manufacturers Association (IPEMA), a member-driven organization whose mission is to assist in providing safe environments for children to play. In the interest of playground safety, IPEMA provides a third party certification service, whereby a designated independent laboratory, TUV America, validates a participant's certification of conformance to the following standards:

ASTM standard F1487 - Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use

CAN/CSA Z614 - Guideline on Children's Play Spaces and Equipment

ASTM F1292 - Standard Specification for Impact Attenuation Under and Around Playground Equipment



The use of the corresponding IPEMA certification logos (shown above) signify that Playworld Systems has received written validation from an independent laboratory that the product associated with the use of the logo conforms with the requirements of the indicated standard. Check the IPEMA website ([ipema.org](http://ipema.org)) to confirm product validation.

### American Society for Testing and Materials International (ASTMI)

The American Society for Testing and Materials International (ASTMI) is the scientific and technical organization chiefly responsible for developing standards for testing different materials. In 1993, the ASTM published "Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use", designated as F1487. It is this standard that establishes minimum acceptable performance specifications for everything from swings to surfacing. For more information, contact ASTM at 610.832.9585 or visit ASTM online at [astm.org](http://astm.org).

### Consumer Product Safety Commission (CPSC)

The Consumer Product Safety Commission (CPSC) is an independent agency of the U.S. federal government whose purpose is to inform the public of risks associated with consumer products. The CPSC's Handbook for Public Playground Safety is the key reference tool for the playground industry, including specifications for the use of play equipment and recommendations concerning age-related designs and play components. The CPSC can be reached in Washington, D.C., at 800.638.2772 or online at [cpsc.gov](http://cpsc.gov).

### European Norm (EN)

The European Norm (EN) covers general safety requirements and test methods, and outlines additional specific safety requirements and test methods for swings, slides, runways, carousels, rocking equipment, and guidance for installation, inspection, maintenance and operation. Most Playworld Systems products have been tested and certified by TUV America to be in compliance with EN1176.

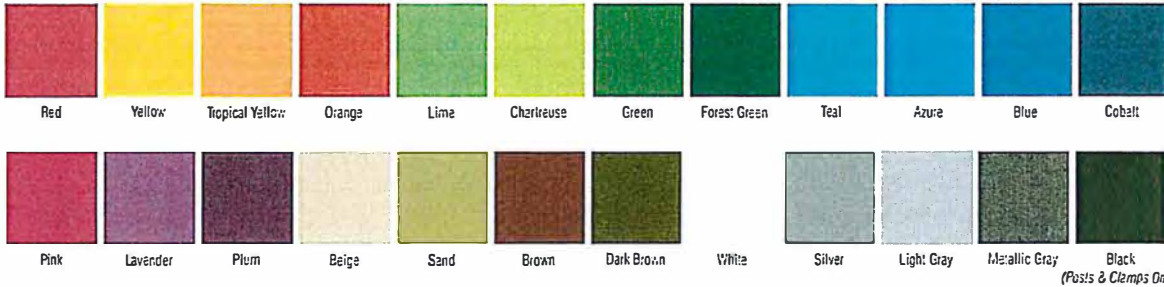


### Canadian Standards Association (CSA)

The Canadian Standards Association (CSA) document, "Children's Play Space and Equipment, a National Standard of Canada (CAN/CSA-Z614)", contains recommendations on technical requirements and practices applicable to design, manufacture/construct, install, and provide maintenance and inspection of children's play equipment for use in public play spaces. Call CSA at 800.463.6727 or visit them online at [csa.ca](http://csa.ca).

# Color

## Component & Post Colors



## Rotomolded Colors



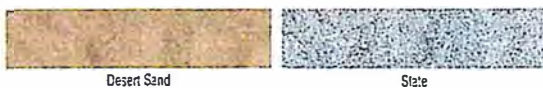
## 2-Color Sheet Plastic



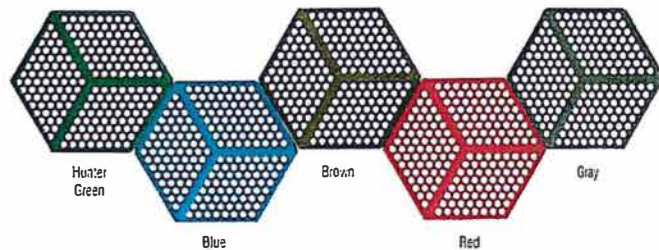
## Rope Colors



## Boulders Colors



## Eco-Armor Colors



Colors are subject to change without notice. These color swatches above are for reference only, and are an approximation that do not reflect the properties of physical materials, and can vary when printed. For more information on color samples and the most up-to-date specifications consult your local representative. Playworld uses high quality materials and state of the art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time. Playworld does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration. Playworld is a division on PlayPower, Inc.

# Warranty

For hassle-free maintenance, we guarantee to provide you with the best quality products crafted from the finest materials available.

For your peace of mind, we offer a Hassle-Free Warranty – the best warranty available – on all of our products, playgrounds and maintenance parts. An item will be replaced hassle-free, if a defect is discovered during a valid warranty period.

Please note: Playworld Systems, Inc. may request photographs to identify the type of maintenance concern and to prevent it from happening in the future.

## Limited Warranty

Playworld Systems, Inc. warrants its products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation in accordance with our published specifications. The warranty shall commence on the date of the Playworld Systems, Inc. invoice and terminate at the end of the period stated here (shown right).

The warranty stated is valid ONLY if the products and structures are: erected properly and in conformity with the layout plan and/or installation instructions furnished by Playworld Systems, Inc. using approved parts; maintained and inspected in accordance with Playworld Systems, Inc. instructions; subject to normal use for the purpose for which the goods were designed; not subject to vandalism, misuse, neglect, accident or unauthorized addition or substitution of parts; not moved, in whole or in part, after its initial installation; and not modified, altered, or repaired by persons other than Playworld Systems, Inc. or its designees in any respect which, in the sole judgment of Playworld Systems, Inc., affects the condition or operation of the structures.

This warranty does not cover: 1) cosmetic damage or defects, such as surface scratches, dents, marring, fading, discoloration, corrosion, warping of recycled plastic lumber, and cracking or peeling of Eco-Armor® polyethylene coating; 2) damage due to normal wear and tear; 3) damages due to "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, and wind storms; and 4) damages due to "Environmental Factors", such as wind-blown sand, salt spray, or airborne emissions from industrial sources.

## Limited Warranty Time Periods

**LIFETIME** on steel and aluminum posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.

**25 YEARS** on Spring Mates® aluminum castings.

**15 YEARS** on all perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, recycled plastic lumber, roof panels, stainless steel slides, aluminum slide, and PlayWeb® tubular steel parts, except as otherwise specified below by product family type.

**10 YEARS** on fiberglass signage, RockBlocks® handholds, shade fabric and components, accessible swing seats, steel-core cable, all Fun Centers™ and FirstPlay™ play structures, and pre-cast PolyFiberCrete® or reinforced concrete products. The warranty for pre-cast concrete products does not cover minor chips, hairline cracks or efflorescence.

**5 YEARS** on all PlaySimple® play structures; DropZone Tower™; LiveWire Zip Line™; AeroGlider™; Border Timbers™; flex treads, swing seats; steel coil and C springs; specialty wood and polycarbonate panels; and site amenities including all benches, tables, litter receptacles and bike racks. All motion/moving play components and parts. All motion/moving play components and parts. SMARTE® playground surfaces including impact attenuation characteristics per ASTM F1292-09 as required at time of installation.

**2 YEARS** on NEOS®, electronic based play products, swing chain, swing clevises, swing galvanized attachment hardware, molded rubber bumpers; and any other materials not covered above. (\*An extended 3-year NEOS parts-only warranty is available for purchase, providing a total coverage of five years.)



**WoodCarpet®**

ENGINEERED WOOD FIBER

WoodCarpet®



**SYSTEM DISCOUNTS AVAILABLE**

**ZEAGER WoodCarpet® Engineered Wood Fiber**

- Material:** 100% Fresh Grade Wood Fiber Composition (no chemical treatments or additives)
- Source:** Extracted, Processed & Manufactured Within Installation's Region
- Impact Rating:** IPEMA Certified for 12" (with 12" EWF)
- Accessibility:** ADA Compliant (with proper installation & maintenance)
- Sub-Base:** Soil or Sand
- Maintenance:** Raking & Occasional Topping Off
- Warranty:** Meets ASTM F1292 for 15 Years (must be installed & maintained per Zeager specification)

**THE MOST COST-EFFICIENT SAFETY SURFACE – FROM THE INITIAL INVESTMENT THROUGH LIFECYCLE – FOR PLAYGROUNDS.**

ZEAGER WoodCarpet is made from fresh grade wood and contains no waste wood such as pallets that could contain nails, spilled chemicals, paint or wood preservatives. It's processed to high quality requirements using rigid production standards. WoodCarpet is naturally pervious and its installation specification ensures critical fall protection exceeds safety standards. It provides ADA compliancy for access and blends in with nature because it IS nature.

**100% NATURAL. PERVIOUS. SAFE. AFFORDABLE.**



Include **ZEAGER Resilient/Drainage Pad** Panels under WoodCarpet for excellent vertical and horizontal drainage, critical fall protection and increased surfacing longevity. They also eliminate the need for – and expense of – construction permitting, excavating services and drainage gravel.



**Resilient/Drainage Pad:** Thermally-Fused Polyethylene Foam Nuggets & Geotextile Fabric Liner



Easily place 4' x 6' foam panels over sub-base before installing top surface.

**ZEAGER Resilient/Drainage Pad**

- Material:** 100% Thermally-fused, Closed-Cell Polyethylene Foam & Geotextile Fabric Liner
- Impact Rating:** IPEMA Certified for 12" with 10" EWF over Pad
- Sub-Base:** Soil, Sand or Asphalt (asphalt requires 12" of WoodCarpet and WoodCarpet Mats)
- Maintenance:** No Maintenance Required
- Warranty:** WoodCarpet with Pad meets ASTM F1292 for 20 Years (must be installed & maintained per Zeager specification)

See pages 18 & 19 for including TuffMat™ resilient wear mats for your playground.





Quality, Integrity & Innovation.

## Conditional Limited Warranty

Zeager warrants its products to be free from defect in materials and workmanship when received by Zeager's customer.

Zeager further warrants its WoodCarpet installed over approved drainage system per gravel drainage option, during normal use, to meet ASTM F1292 at an 8 foot fall height when using and maintaining an 8 inch layer of WoodCarpet or at a 12 foot fall height when using and maintaining a 12 inch layer of WoodCarpet, for a period of 15 years from the date of the Zeager invoice. Using drainage & wear mats as specified by Zeager is required for warranty coverage. See installation specification & maintenance recommendations at <http://www.zeager.com/products/recreation/woodcarpet-system-1/>.

Zeager further warrants its WoodCarpet Bonded 2 installed over approved drainage system per gravel or resilient foam drainage pad option, during normal use, to meet ASTM F1292 at an 8 foot fall height when using a 2 inch layer of Bonded WoodCarpet over a 6 inch layer of loose WoodCarpet or at a 10 foot fall height when using a 2 inch layer of Bonded WoodCarpet over a 10 inch layer of loose WoodCarpet, for a period of 3 years from the date of the Zeager invoice. Certified installation & using drainage & wear mats as specified by Zeager is required for warranty coverage. See installation specification & maintenance recommendations at <http://www.zeager.com/products/recreation/bonded-woodcarpet/>.

Zeager further warrants its WoodCarpet installed over Zeager's resilient foam drainage pad-(formerly Duradrain), during normal use, to meet ASTM F1292 at a 12 foot fall height when using and maintaining a 10 inch layer of WoodCarpet, for a period of 20 years from the date of the Zeager invoice. Using drainage & wear mats as specified by Zeager is required for warranty coverage. See installation specification & maintenance recommendations at <http://www.zeager.com/products/recreation/woodcarpet-system-11/>.

Zeager further warrants its TuffMat wear mats, during normal use, that wear due to ordinary abrasion from pedestrian traffic will not penetrate completely through the wear course of the mat for a period of 5 years from the date of the Zeager invoice. See installation & maintenance recommendations at <http://www.zeager.com/products/recreation/woodcarpet-mats/>.

Zeager further warrants its WoodCarpet Bonded 1 trail surface, during normal use, from cracks for a period of 1 year from date of Zeager invoice. Certified installation and approved sub-base is required for warranty coverage. See info at : <http://www.zeager.com/products/recreation/bonded-woodcarpet-trails/>.

Zeager further warrants its RecBase synthetic grass, during normal use, to meet ASTM F1292 at a 4 foot fall height when using a 1 inch layer of RecBase and a 3 inch layer of gravel underneath, at a 6 foot fall height when using a 2 inch layer of RecBase and a 3 inch layer of gravel underneath, and at an 8 foot fall height when using a 1 inch and a 2 inch layer of RecBase and a 3 inch layer of gravel underneath, for a period of 5 years from the date of the Zeager invoice. Zeager further warrants its HP, LP & Color Blend synthetic grass for 8 years and its DOGPS general play grass for 7 years to have maintained its UV stability and tensile strength if the original tensile strength and pile height of the Product does not decrease by more than fifty percent as a result of ultraviolet degradation within the applicable warranty period. This is a pro-rated warranty & does not cover damage caused by failure in high use areas such as swings, slide exits or spinner toys, continued exposure to reflective light from windows and other objects, the use of improper cleaning agents, the exposure to chemicals containing elements from the halogen group (such as chlorine, fluorine, bromine or iodine), herbicides, pesticides or other inappropriate chemicals. Chemical exposure can also result from run-offs from neighboring properties. See more info at: <http://www.zeager.com/products/recreation/recgrass/>

This warranty is valid only if the product(s) are installed and maintained in accordance with Zeager's written specifications and government guidelines using approved materials; has been subjected to normal use for the purpose for which the goods were designed; has not been subject to burns, cuts, vandalism, abuse, misuse, negligence, neglect, acts of God or accident; has not been subjected to addition or substitution of material; and has not been modified, altered, or repaired by persons other than Zeager or its designees in any respect which, in the judgment of Zeager, affects the condition or performance of the product. This warranty does not cover scratches, fading, weathering, biological degradation or normal wear and tear. WoodCarpet Bonded 1 & 2, and RecBase synthetic grass used primarily to cover high traffic areas are not covered by this warranty.

Should any failure to conform to this express warranty occur, Zeager shall, upon written notification of the defect, correct such nonconformity, either by repairing the defective product, supplying replacement product, or by refunding the purchase price by issuing a credit to the customer's account, at Zeager's election and within 60 days of the written notification. This shall be the purchaser's sole remedy and Zeager will not be responsible for any consequential damage attributed to the defective product. If Zeager elects to supply replacement product, Zeager shall deliver the replacement product to the site free of charge, but will not be responsible for providing labor or the cost of the removal of the defective product and the installation of any replacement product. If Zeager elects to supply replacement product for its TuffMat wear mat or RecBase synthetic grass, Zeager shall deliver the replacement product to the site, but the customer will be responsible to pay all shipping and handling charges as well as the prorated price of the replacement product, and Zeager will not be responsible for providing labor or the cost of the removal of the defective product and the installation of any replacement product. If Zeager elects to refund the purchase price of its foam TuffMat wear mat or RecBase synthetic grass, Zeager will refund the prorated purchase price as a credit to the customer's account. In the event of repair or replacement under this warranty, the warranty applicable to the replacement material, repaired product, or replacement product will extend only for the time remaining under the original warranty.

This warranty is exclusive and is in lieu of all other warranties, whether express or implied, including by not limited to any warranty of merchantability or fitness for a particular purpose. There are no warranties, which extend beyond this warranty. Further, no representation, oral or written, of any Zeager representative may be substituted for the aforescribed exclusive limited warranty. To the extent permitted by law, Zeager shall not be liable for any direct, indirect, special, incidental, or consequential damages, which are expressly excluded from this sale. To make claims under the terms of this warranty, the buyer's written statement of claim, along with a copy of the invoice, and supporting photographs and samples, must be sent to Zeager Bros., Inc. 4000 East Harrisburg Pike, Middletown, PA 17057-4697 USA. Supporting documentation must be provided to Zeager Bros., Inc. within 10 days of receipt of product or within 10 days of the product's failure.

### Terms and Conditions

**Prices:** Subject to change without notice.

**Funds:** All communications and transactions are in U.S. funds unless otherwise noted.

**Split loads:** Each truck will unload at only one location. Some trucks can unload at more than one location if this request is made at the time the order is placed with Zeager. Zeager will charge a split drop fee for each additional drop.

**Settling:** WoodCarpet volume is measured when the truck is loaded. Settling will occur during shipping.

**Shipping:** Zeager is not responsible for loss or damage in transit when shipped via a common carrier or when shipped via a trucker that Zeager did not contract. When a Zeager contracted trucker is used, Zeager's responsibility ends when the shipping ticket is signed by the person receiving the shipment. It is the customer's responsibility to check quantity. Any shortages, damages, or defects should be noted on the shipping ticket before it is signed. Zeager and its contracted truckers are not responsible for any damages, losses, etc., that may occur if our trucks leave a hard surface to unload. It is not Zeager's responsibility to provide a suitable location for the truck to unload.

**Returns:** Returns are subject to outbound and return shipping and handling charges, along with payment for used or damaged goods.

**Cancellations:** Cancellations less than 24 hours before delivery are subject to shipping and handling charges.