

## **COUNCILMEMBERS**

### **Position No.**

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



## **ORTING CITY COUNCIL**

### **Study Session Agenda**

Orting Multi-Purpose Center  
202 Washington Ave. S, Orting, WA  
October 17, 2018  
**6pm**

**CHAIR, DEPUTY MAYOR DAVE HARMAN**


### **1. CALL MEETING TO ORDER PLEDGE AND ROLL CALL**

### **2. COMMITTEE REPORTS**

#### **Public Works**

 *CM Drennen & CM Gehring*

#### **Public Safety**

 *CM Kelly & CM Hogan*

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

 *CM McDonald & CM Gunther*

### **3. STAFF REPORTS**

### **4. AGENDA ITEMS**

#### **A. AB18-97- Code Smart.**

- *Kaaren Woods*

#### **B. AB18-84- Property Tax Levy 2019- Resolution No. 2018-15, a Resolution of the City Orting, Washington, Requesting the Highest Lawful Levy.**

- *Scott Larson*

#### **C. AB18-87- Declaring Surplus Property- Resolution No. 2018-16, a Resolution of the City Of Orting, Washington, Declaring Surplus Property and Authorizing Its Disposal.**

- *CM Drennen/ CM Gehring/ Scott Larson*

#### **D. AB18-89- Vehicle and Equipment Maintenance and Replacement Policy.**

- *CM Drennen/CM Gehring/ Scott Larson*

#### **E. AB18-90- Calistoga Street West Stormwater Improvements - Scope and Budget.**

- *CM Drennen/ CM Gehring*

#### **F. Discussion-Kansas St. Sw. Design- Scope of Work.**

- *CM Drennen /CM Gehring/ JC Hungerford*

#### **G. AB18-91-RFP City Website.**

- *CM McDonald/ CM Gunther/ Mark Bethune*

#### **H. AB18-92- BUDGET**

- *Scott Larson*
- I. **AB18-93- Term Limits.**
- *CM McDonald/CM Gunther*
- J. **AB18-94-City Video to Promote Tourism.**
- *CM McDonald/ CM Gunther / Mark Bethune*
- K. **AB18-96- Review and Discussion of Proposed Amendments to City Council's Rules of Procedure.**
- *Deputy Mayor Harman*
- L. **AB18-98- Adopting Amended Fee Schedule – Resolution No. 2018-17.**
- *Scott Larson*
- M. **AB18-99- Orting Library & MPC Re-Roof and R&R of Siding.**
- *Mark Bethune*
5. **ADJOURNMENT**  
*Motion: To Adjourn.*

**Upcoming Meeting:** Next Regular Meeting: October 31<sup>st</sup>, 2018, 7pm, (MPC)



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject:</b> <b>CODE SMART</b>		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>	N/A	<b>AB18-97</b>	
	<b>For Agenda of:</b>		<b>10.17.18</b>	
	<b>Department:</b>	Court		
	<b>Date Submitted:</b>	<b>10.11.18</b>		
<b>Cost of Item:</b>	<u>\$7,200</u>			
<b>Amount Budgeted:</b>	<u>\$</u>			
<b>Unexpended Balance:</b>	<u>\$</u>			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>Kaaren Woods, Court Administrator</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Code Smart Documents				
<b>SUMMARY STATEMENT:</b>				
<p>Orting Court would like to have in place a case processing system to efficiently manage court hearing schedules, update JIS from Hearings manager, and maintain a library of court forms that auto populate with defendant information based on JIS records.</p> <p>This system offered by Code Smart would provide real time access to Judges, Clerks, Prosecutors and Defendants who are live in the court room setting. It also allows all parties to sign case forms electronically.</p>				
<b>RECOMMENDED ACTION: MOTION: TBD</b>				



**CodeSmart Inc.**

**Mayor, City of Orting**

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**Authorized Signature**

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**Authorized Signature**

**Name: Mark W. Meyer**

**Name:**

**Title: President - CodeSmart Inc.**

**Title:**

**Date:**

**Date:**



prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. CUSTOMER certifies, represents and warrants that no Service shall be used for any military or defense purpose, including, without limitation, being used to design, develop, engineer, manufacture, produce, assemble, test, repair, maintain, modify, operate, demilitarize, destroy, process, or use military or defense articles. **Notwithstanding any provision of IT services or designs by CODESMART, CUSTOMER acknowledges that it is not relying on CODESMART for any advice or counseling on such export control requirements.** CUSTOMER agrees to indemnify, to the fullest extent permitted by law, CODESMART from and against any fines, penalties and reasonable attorney fees that may arise as a result of CUSTOMER's breach of this Section.

11. **Limitation of Liability. NO MONETARY RECOVERY IS AVAILABLE FROM CODESMART FOR WARRANTY CLAIMS. IN ADDITION, IN NO EVENT WILL CODESMART'S LIABILITY TO CUSTOMER EXCEED THE PURCHASE PRICE PAID FOR THE SERVICE THAT IS THE BASIS FOR THE PARTICULAR CLAIM. CODESMART WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY LOSS OF REVENUE, PROFIT, USE OF DATA, INTERRUPTION OF BUSINESS OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT OF THE SERVICES, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, EVEN IF CODESMART HAS BEEN ADVISED OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE.**
12. **Cancellation of Order.** City may only cancel for good cause or for reasons out of the City's control, such as budgetary constraints. If City cancels the contract, City must provide reimbursement to CODESMART for all work and services already completed, and must give CODESMART 30 days advance notice of such cancellation.
13. **Additional Contractual Rights for Default.** If CUSTOMER defaults in performance of any obligation under this Agreement, including the payment of any amount due, CODESMART may, at its option, suspend performance, require prepayment, or terminate its performance and collect payment for all Services provided up to the date of termination.
14. **Attorney Fees.** CUSTOMER shall reimburse CODESMART for any and all expenses including, without limitation, reasonable attorney fees and legal expenses that CODESMART pays or incurs in protecting and enforcing the rights of CODESMART under this Agreement.
15. **Publication.** Nothing contained in this Agreement shall be interpreted so as to prevent CODESMART from publicizing its business relationship with CUSTOMER but it will be only done with written consent from the CUSTOMER (Orting) on a case by case basis.
16. **No Solicitation.** CUSTOMER agrees not to solicit for employment or to employ any CODESMART employee during work being performed and for a period of twelve (12) months following the conclusion of the work performed under this Agreement. CODESMART agrees not to solicit for employment or to employ any CUSTOMER employee during work being performed and for a period of twelve (12) months following the conclusion of the work performed under this Agreement.
17. **Indemnification.** CUSTOMER agrees to defend, at its expense, and to indemnify CODESMART against any award of damages and costs based on the claim that any materials or documentation provided by CUSTOMER to CODESMART during this engagement infringes a U.S. patent, copyright or other intellectual property right of any third party.
18. **Governing Law.** These Terms and Conditions will be construed in accordance with the laws of the State of Washington. All legal claims must be filed in Kitsap County Superior Court.
19. **No Waiver.** The failure of either party to insist upon strict performance of any of the provisions of the Terms and Conditions will not be deemed a waiver of any breach or default. The remedies provided to CODESMART hereunder are not a waiver of the remedies of CODESMART under applicable law.
20. **Severability.** If any provision of the Agreement is unenforceable as a matter of law, all other provisions will remain in effect.
21. **Excusable Delay.** CODESMART will not be liable for any delay or failure of performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics or other circumstances beyond CODESMART's control.
22. **Time for Bringing Claims.** Any claim by CUSTOMER against CODESMART, arising from or in connection with the Agreement or any related purchase order cannot be filed, made or maintained unless filed within six months after CODESMART, has provided the Services in question.
23. **Entire Agreement.** These terms and conditions along with the Offer constitute the entire agreement between the parties as to the sale Services and supersede all prior or current written or oral statements, representations, negotiations, agreements and understandings.



## Master Services Agreement

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1. **Applicability.** Each quotation and/or CODESMART INC. Statement of Work together with this Master Services Agreement ("Offer") is an offer by CodeSmart Inc. ("CODESMART") to Orting Municipal Court ("CUSTOMER") to sell to CUSTOMER the professional services performed by CODESMART and to enter into the agreement that the offer describes.
2. **Acceptance.** Each Offer shall be deemed accepted upon the terms and conditions of such Offer by CUSTOMER by written acknowledgement or by the issuance to CODESMART of a purchase order or other acceptance document. Acceptance is expressly limited to these terms and conditions. No purported acceptance of any Offer on terms and conditions which modify, supersede, supplement or otherwise alter these terms and conditions, whether contained in CUSTOMER's purchase order or other acceptance document, shall be binding upon CODESMART and such terms and conditions shall be deemed rejected and replaced by these terms and conditions unless CUSTOMER's proffered terms or conditions are accepted and physically signed in writing by CODESMART. Notwithstanding any contrary provision in CUSTOMER's purchase order or other acceptance document, commencement of work by CODESMART shall not constitute acceptance of CUSTOMER's terms and conditions.
3. **Limited Warranty and Acceptance of Services.** The Services will be performed by CODESMART in a manner consistent with good practice in the computer services industry. All Service deliverables will be deemed accepted by CUSTOMER if not rejected in a reasonably detailed writing within fifteen (15) days of submission to CUSTOMER. In the event the Services are not in conformance with this warranty and are rejected as specified above, CODESMART will supply commercially reasonable services to correct or replace the work at no charge to the CUSTOMER. THIS IS CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY relating to Services.
4. **Service Warranty Disclaimer.** CODESMART MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE Services (other than the limited and exclusive warranty provided for Services under Section 3). CODESMART DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE Services, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. **Intellectual Property for Services.**
  - (a) Upon payment in full for all charges under this Agreement, CODESMART will grant CUSTOMER such rights, title, and interest it may own to the software and documentation developed by CODESMART specifically for CUSTOMER under this Agreement subject to the following limitation. CODESMART retains a world-wide, unlimited, perpetual and royalty free right to (i) copy and use the software and documentation internally for any purpose; (ii) copy and distribute to third parties software which performs a general utility function; and (iii) use for any purpose any concepts, ideas, or techniques resulting from the development of the software and documentation by CODESMART.
  - (b) CODESMART grants to CUSTOMER all right, title, and interest in the software and documentation that is an enhancement to or modification of existing software or documentation on all of the CUSTOMER's computer systems.
  - (c) Any CODESMART software, equipment or consulting, programming, or management tools which may be furnished or utilized by CODESMART in the performance of these services shall remain the property of CODESMART and shall be immediately returned to CODESMART, upon its request or upon completion of the Services.
6. **Service Work Assignments.** CODESMART retains the right to assign such personnel, including subcontractors, as it deems appropriate to the performance of Services under the Agreement.
7. **CUSTOMER Coordination for Services.** CUSTOMER will provide a primary point of contact and make available all technical matter, data, information, operating supplies, and computer system(s), as reasonably required by CODESMART. CODESMART will assign a primary contact person for the Services.
8. **Price and Payment.** The prices in this Agreement are exclusive of all applicable taxes, duties, licenses, and tariffs levied upon the sale, purchase or delivery of the Services which remain the CUSTOMER's obligation. Prices quoted are firm for thirty (30) days following the quote unless otherwise provided on the Offer. Except for COD accounts that are due on delivery, payment is due thirty (30) days from the date of the invoice which will be after the services has been received and accepted by the City. All payments will be made in US currency. Out of pocket expenses will be charged as incurred. Unless expressly provided to the contrary, items designated by CODESMART as estimates are estimates only and are not binding commitments. CUSTOMER will pay interest in the amount of one and one half percent (1.5%) per month, or the maximum allowed by law whichever is lower, on any outstanding balance owed.
9. **Confidential Information.** Written and oral information designated as confidential by either party whether before or after the effective date of this Agreement shall be held in strict confidence and used only for purposes of this Agreement. Except as required by law, no confidential information, including the provisions of this Agreement, shall be disclosed without the prior written consent of the party designating the information as confidential. If either party is required to disclose any confidential information of the other party, the party so required shall notify the other party immediately and shall cooperate in seeking a reasonable protective order. This section shall not apply to information, which is (i) in the public domain, (ii) already known to the recipient, (iii) developed independently or (iv) received from a third party without similar restriction and without breach of this or a similar agreement.
10. **Export.** CUSTOMER acknowledges that it is responsible for complying with (and agrees to comply with) all applicable export and re-export control laws and regulations, including, without limitation, the Export Administration Regulations maintained by the United States Department of Commerce. Specifically, CUSTOMER covenants that it shall not -- directly or indirectly -- sell, export (including without limitation any deemed export as defined by applicable law), re-export, transfer, divert, or otherwise dispose of any Service deliverable to any country (or national thereof) subject to antiterrorism controls, U.S. embargo, encryption technology controls, or to any other person, entity (or utilize any such person or entity in connection with the activities listed above), or destination



**Not-to-exceed deliverable**

<b>Customer Name</b>	<i>City of Orting - Courts</i>
<b>Key Contact</b>	<i>Kaaren Woods</i>
<b>Project</b>	<i>OCourt</i>
<b>Onboarding Begin date</b>	<i>January 1<sup>st</sup> , 2019</i>
<b>Onboarding End date</b>	<i>March 31<sup>st</sup> , 2019</i>
<b>Service Start Date</b>	<i>April 1<sup>st</sup> 2019</i>
<b>Service End Date</b>	<i>December 31<sup>st</sup> 2025</i> <i>(Please read Service Contract document for more details)</i>

**SCHEDULE OF TASKS**

Work Item description	Delivery schedule (Business days)	Cost
Setup SchedulR	15	\$7,000
Setup E-Docs module	30	\$25,000
Setup FTP transfer	5	0
Total Cost of Setup		\$32,000
Adjusted Total Setup Cost		Discount: \$(24,800) Final total Cost: <b>\$7,200</b>

**OBJECTIVE**

Orting desires to have in-place a case processing system to efficiently manage court hearing schedule, update JIS from Hearings manager, maintain a library of dynamic court forms that auto populate with defendant information based on JIS records. The system will give real time access to Judges, Clerks, Prosecutors and Defendants live in the court room setting and allow all parties to sign case forms electronically. The forms will then be stored in the courts document storage system and automatically update into JIS.

CodeSmart Inc has developed technology to better integrate Washington State's Courts of Limited Jurisdiction case management system, JIS, with each individual Court's internal systems and vendors.

**SUCCESS CRITERIA**

Project Success Criteria is defined as delivery of a web application and services enabling specific business capabilities, as follows:

- Scheduled events in Hearing Wizard are automatically added in JIS
- Scheduling of events within the Hearing Wizard allows creating events with automatic inclusion of Defendant, Case Number, etc (previously manually added data within Outlook)



- *Selecting a hearing will allow you to click on a Case # and view all documents currently associated with that Case.*
- *Document storage solution will be integrated into the case-file management interface to seamlessly leverage Court's existing document storage capabilities.*
- *Document templates are defined and available within the OCourt system via a popup window when creating new documents.*
- *Document templates can be populated automatically with the data from the various JIS screens by choosing "Insert Case # Information".*
- *Pre-populated template data and manually entered data will be stored on the server for future document template generation during a hearing.*
- *Documents can be edited and concurrently viewed between various parties during a courtroom hearing.*
- *Court clerks can organize and distribute documents and package them with non-generated documents as part of a comprehensive case-file for any hearings that are scheduled.*
- *Documents can be "saved" back to the Court's document storage solution of choice.*
- *Document archives can be reviewed and searched.*
- *Documents can be electronically signed by Judge, Prosecutor, Public Defense and defendants within SCORE.*
- *Documents can be electronically signed by Orting staff as needed.*

*Project success functionality can be described as the ability to:*

#### *System*

- *Display and maintain an up to date schedule of all cases by day/court room*
- *Display open/close cases throughout the proceeding*
- *Maintain a Court Forms library with ability to add/edit/remove forms*
- *Ability to attach forms to either one or more cases*
- *Ability to dynamically modify form based on form field values*
- *Ability to extract case metadata from JIS and populate forms*
- *Ability to collect signatures from an input source like Mouse, Touchscreen and Topaz Signature pad.*
- *Ability to lock a file when judge signs the document*
- *Maintain an audit by user and action*
- *Ability to convert forms into PDF format*
- *Ability to update JIS*

#### *Administration*

- *Add/Edit/Remove users and assign roles to users*
- *View Dashboard information with all case information, electronic document activity, document archival status*
- *Maintain backend/lookup tables like Judge, Courtroom and contacts*
- *Ability to main the Form library and JIS hearing type codes*
- *All the ability to perform actions mentioned in Clerk role*

#### *Clerk*

- *View court schedule*
- *Add, remove or reschedule case*
- *Batch reschedule case from Schedule*
- *View forms library*
- *Add form(s) related to case*
- *Update forms content*
- *Make forms viewable by others*
- *Mark the form as reviewed*
- *Update JIS*

#### *Judge*

- *View court schedule*
- *View open cases*
- *Dashboard to view all the work in progress forms*
- *Ability to view and edit case forms*
- *After judge signs the form will be locked*
- *After form is locked only judge can sign the document*
- *Ability to Sign the forms*

#### *Prosecutor*

- *View court schedule*
- *View open cases*
- *View/pick from forms library*
- *Add/submit form(s) related to case*
- *Email the document to their contact ID's*
- *View/edit case forms*
- *Sign forms*

#### *Public defendant/Attorney*

- *View court schedule*

- *View open case/forms*
- *Email the document to their contact ID's*
- *Submit forms*
- *Ability to e-Sign forms*

#### *Defendant*

- *View forms made available by Clerk*
- *Ability to e-Sign electronic forms*

#### *SCORE Defendant*

- *View forms made available by Clerk*
- *Ability to e-Sign electronic forms*

### **ASSUMPTIONS**

*CodeSmart assumes the following:*

- 1. Orting will continue to work with CodeSmart to resolve any road-blocks associated with the product.*
- 2. CodeSmart will be providing the document storage integration per agreements with Orting.*
- 3. CodeSmart will continue to develop as much of the solution as possible on its own servers so that enhancements, feature upgrades, and bug fixes can be shared with all other customers of CodeSmart.*
- 4. Orting staff are comfortable creating a Microsoft LIVE identity and associating it with their work email addresses per the instructions provided separately by CodeSmart Inc.*
- 5. The court agrees to pay the annual maintenance fee as outlined in the SLA (Service Level Agreement). The SLA outlines the costs and expectations associated with maintaining the software and data-integrity standards imposed on CodeSmart by the Administrative Office of the Courts (AOC) and Orting's own standards.*

### **Security Agreement**

In the case of a data breach of personal customer information through CodeSmart Inc.'s systems, CodeSmart Inc. would be responsible for notifying customers of the data breach.

**Costs and Payment Schedule**

- Orting agrees to fund \$7,200 for the total effort, due within thirty days after implementation of the services by Orting Municipal Court.

**Master Services Agreement**

This statement of work is subject to the terms stated in the Master Services Agreement effective \_\_\_\_\_. Any other terms and conditions to the contrary are null and void.

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**Acceptance and authorization**

**IN WITNESS WHEREOF**, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

City of Orting

CodeSmart Inc.

\_\_\_\_\_

Full name

\_\_\_\_\_

Full name

\_\_\_\_\_

Title

\_\_\_\_\_

President

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

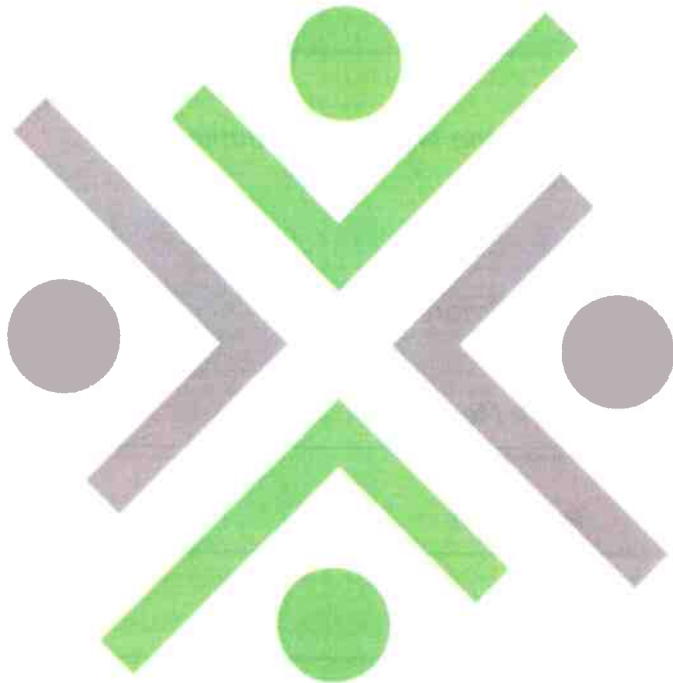
\_\_\_\_\_

Date

\_\_\_\_\_

Date

Court  
Service Level Agreement  
CodeSmart Inc. – Orting Municipal Court



975 Carpenter Rd NE Suite 101  
Lacey, WA 98516  
(360) 915 – 7017

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## 1. Service Level Agreement Overview

This is a Service Level Agreement (SLA) between CodeSmart Inc. and Orting Municipal Court (Hereafter referred to as “Orting Municipal Court”). Outlined within this document is an expected level of service for the maintenance and on-going support related to the CodeSmart Inc OCourt system. Specifically, this SLA addresses the following:

- CodeSmart’s commitments
- CodeSmart’s execution of delivery
- Orting Municipal Court’ commitments
- Orting Municipal Court’ execution of delivery
- Success criteria and measurement
- SLA change over time

This SLA covers the period 01/01/2019 to 12/31/2025 (this is a tentative date as the SLA will come into effect after onboarding of OCourt is complete), The one-year period covered by the service fee will commence after the on-boarding is complete and on the date the system “goes live” in the Orting Municipal Court. The agreement will renew annually at the same service fee for the following six (6) years as long as the Orting Municipal Court does not assume responsibility for providing court services for any additional municipality or workload does not substantially increase. CodeSmart Inc. reserves the right to review the service fee if the City of Orting does assume responsibility for providing court services for any additional municipality. The City of Orting Municipal Court may terminate the agreement at the end of any annual period for any reason. At the end of 7 years, the service fee will be reviewed by CodeSmart Inc. to reflect any substantial change in the caseload of the court.

## 2. Description of Services

### 2.1. Introduction

CodeSmart is providing its proprietary OCourt system to Orting Municipal Court. OCourt is online web-based business application that streamlines the court processes and integrates with Washington State’s AOC JIS system in real time. OCourt has multiple features including case scheduling, E-Forms, Archiving, E-Signature and Lobby display. Electronic documents created in OCourt can be concurrently viewed and edited in real time in a court room and a defendant located off site in a jail facility. OCourt supports a number of e-signature technologies including touch, physical signature pad and stored signatures online. OCourt offers real time synchronization to JIS from electronic forms, with built in analytics for Administrators, Clerks, Judges, Prosecutors and Public Defense. There is no similar court product offering for City, Municipal and County courts in the state of Washington.

## 2.2. Specific Services

CodeSmart will:

- a) Ensure OCourt-specific security processes and best-practices are followed
- b) Notify Orting Municipal Court of any apparent anomalies in data-transfer
- c) Communicate future enhancements, modifications, or outages to all relevant parties
- d) Maintain network and identity-related security protocols
- e) Enforce proper deployment and maximum server up-time
- f) Establish and enforce proper application server deployment techniques
- g) 24x7 maintenance of the server environment
- h) Maintain an environment scalable to meet current & future customer expectations

## 3. Problem Management

### 3.1. General

If at any time OCourt users experience a lapse in OCourt services, as defined in this SLA, they should immediately notify their managers, noting specific items to be addressed.

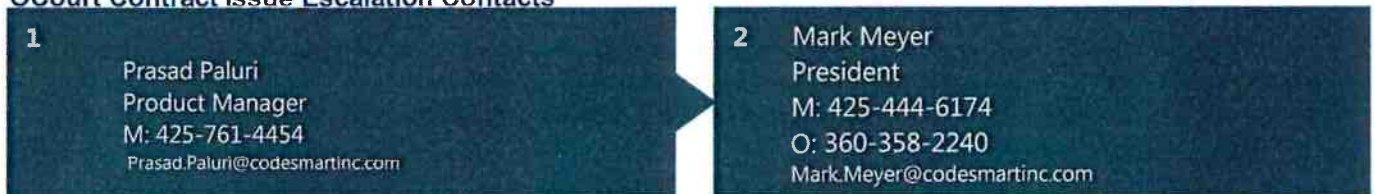
### 3.2. System and Contract Support Escalation Contact List

Please use the following escalated contacts for Operational System or Contract Support issues. Please refer to Section 3.0 to confirm Service Performance standards and metrics.

#### OCourt System Issue Escalation Contacts



#### OCourt Contract Issue Escalation Contacts



## 4. Service Performance

### 4.1. Infrastructure Team Availability

CodeSmart Infrastructure Team hours of operation will be established and managed under mutual agreement by CodeSmart and Orting Municipal Court leads. CodeSmart proposes the following availability:

Services	Description
System Support Hours of operation	7:00 AM to 5:00 PM Monday to Friday (Except for Federal holidays).
Regularly scheduled maintenance frequency	Performed on 2 <sup>nd</sup> /3rd Saturday of the month. Email notices are sent to all users.
Issue Response Time	4 Hours
High Priority Issue Resolution Time	2 Business Days
Medium and Low Priority Resolution Time	1 Week

## 4.2. Operational Expectations

Server Backups	Frequency
Regularly scheduled backups	Daily
Log Truncation	Monthly
Retention of collection data	Continuous

## 4.3. System Availability

The OCourt Administrator(s) will work to ensure the following:

- All case information that is transmitted between CodeSmart’s servers, the customer’s servers, and AOC’s servers, are secured via HTTPS.
- All login passwords will be restricted to a sufficient level of complexity so as to prevent brute-force hack attempts.
- CodeSmart will not store actual user passwords unless customer requires it.
- CodeSmart will abide by the terms of the overall agreement governing auditing and logging of customer data interactions as specified by the Administrative Office for the Courts (AOC).
- Logs will be truncated every 1 month in order to minimize the possibility of significant data-loss during security breach.
- Outages shall be scheduled with at least 1-week advanced notification to all customers and partners.
- All outages or un-expected problems arising as a result of OCourt software will be assigned a dedicated response team within a 48-hour period.
- The data-retention period for OCourt will not exceed 7 years. (Customer can request less if needed.)
- CodeSmart will provide individual records data to Court Customer upon request. CodeSmart will not retain the document data beyond 180 days.
- Regularly scheduled backups will occur every 24-hours with hourly backups of the data within the database.
- CodeSmart will maintain the ability to recover from a hard-drive failure or master Hyper-V host operating system failure within a 24-hour period.

## 4.4. System Operational Limitations

While always endeavoring to resolve any system failures, there are conditions that may be beyond CodeSmart’s ability to address. Examples include, but are not limited to:

- AOC JIS availability (OCourt will not function properly without JIS functionality)
- Customer network outage
- Customer firewall or browser issue that is specific to their own IT environment
- Upgrades to Judicial Access Browser System (JABS) that causes a problem or outage
- SSL certificate(s) expiration
- Third party back-up power failure
- Restricted access to JIS
- JIS down-time (impacts data transmission).

CodeSmart’s commitments, per this SLA, are limited to those basic services, and designated optional services for CodeSmart supplied or operated systems. Outages within the customer’s own systems, and/or the customer’s network provider’s systems over a period of several days do not fall within the scope of this SLA nor will CodeSmart assume responsibility for them.

## 4.5. OCourt - File Processing

OCourt Overview:

The OCourt system is considered a “real-time” system in that users expect to see data in JIS after they’ve entered it into the system. However, there is also a regularly scheduled [automated] process that kicks off every 24 hours, to migrate the customer’s JIS data into our queue for synchronization and error notification.



There is another “near real-time” mechanism that is initiated by user actions such as performing a case submittal action or typing in a large number of cases to associate with a hearing.

#### User Authorization and Authentication:

A username/password for OCourt can be established by registering for the site, and then approved by a Court Administrator or CodeSmart System Administrator. Users that are approved can then be associated with specific roles that will allow them to review various functions that have been associated with their assigned “role” in the system.

#### Handling Dependency Changes:

In the event that CodeSmart Inc.’s OCourt system is operating normally, but there is:

1. An anomaly present in the JIS and/or document storage data,
2. A JIS screen has been modified and the customer has failed to notify CodeSmart,
3. A Document Storage API has been updated

CodeSmart may reach out to the customer in order to facilitate a resolution. In practice, this type of anomaly rarely occurs. However, if it should occur, CodeSmart Inc will be able to respond within 72 hours of notification regarding any small AOC screen changes, document storage API updates, or data anomalies. If the modification is severe enough (for instance AOC replaces JIS with a new Case Management System and doesn’t tell anyone about it) CodeSmart may not be able to bring the system back-online within a 72-hour period. Therefore, it is necessary for AOC and the customer to keep CodeSmart informed of known upcoming changes and upgrades.

#### External Doc Storage Sync Operations (Applicable to 3rd-party externally hosted solutions only!):

For certain customers, CodeSmart will support software that is responsible for downloading external data concerning electronic documents associated with a case(s).

#### Security:

3rd-party vendor data (i.e. Laser Fiche, SharePoint, Sire, etc.) should be made available to CodeSmart in a secure fashion, but CodeSmart is not responsible for enforcing agreements between its own Courts customers and their 3rd-party partner vendors. Therefore, CodeSmart will download data related to the OCourt system from Court customer 3rd-party vendors even if it is provided to us in an inherently insecure fashion. It is the customer’s responsibility to ensure that their 3rd-party vendors are working in a secure fashion with CodeSmart. Basically, CodeSmart does not control or have leverage over any Court customer’s own vendors.

#### 3rd-party Data Transmission:

We will notify our customers in the event that we notice odd patterns in data-transmission such as (a) no data for unusual periods of time, (b) bad data repeatedly being transmitted, (c) too much data being transmitted. Ultimately, if the customer wishes for CodeSmart to work collaboratively with the 3rd-party to resolve the problem, we will do so on a case-by-case basis.

#### Customer Network, Document Storage Provider, or AOC System Anomalies:

There are many points of failure in the overall data pipe-line for the OCourt system. CodeSmart often plays the role of working to resolve any break-downs in the pipeline. However, there are times when CodeSmart would have absolutely no knowledge of such a breakdown. The following are examples that have occurred. (a) The customer has a network outage. (b) The customer has a firewall or browser issue that is specific to their IT environment. (c) AOC has made an upgrade to JABS which causes a problem or outage. (d) AOC has forgotten to update their SSL certificates and the SSL certificates have expired. (e) AOC experiences a network outage.

Since there are many points of failure, CodeSmart's agreed-upon metrics that are defined in this SLA document may only be applied at the point that we are the source of the problem. Outages within AOC, the customer's own systems, and/or the customer's network provider's systems over a period of several days do not fall within the scope of this SLA nor does CodeSmart assume responsibility for them.

Document Storage Synchronization Operations (Applicable to locally installed software only!):

In the case where the document-storage resides internal to the customer, CodeSmart will provide the customer with a Windows executable program. The program is made up of more than 3 files. One file is intended to be configured according to the unique requirements of the customer. This file ends with a \*.config file extension.

The Windows executable that CodeSmart provides to the customer will, generally speaking, look for files located in a document storage solution, determine if they are relevant case-related files, transmit them over HTTPS to CodeSmart's e-Docs servers, and then disconnect from the customer's document storage system. For this reason, it is important that the customer not expect that the data displayed in CodeSmart's e-Docs manager will be automatically synchronized with the customer's document-storage solution. In order to update the case-documents when making a change to your document-management data, you will need to "refresh" the CodeSmart e-Docs external documents list.

The executable currently depends on Microsoft .NET Framework 4.5 in order to execute and perform its tasks. This may change in the future.

The executable transmits the customer's ticket data over port 443 which is a standard SSL port. Other than allowing outbound traffic on port 443, and ensuring that the user-account running the executable has the appropriate permissions to read and delete files in the configured processing path of the program, there is no other operational requirement of the software.

Case-File Processing Executable Maintenance (Applicable to locally installed software only!):

CodeSmart may periodically update the executable supplied to any Court customer as updates and enhancements are developed. Given that this executable is responsible for reading the appropriate document data, and also updating it, there may be updates or enhancements required over time. The maintenance fee associated with any contract related to the OCourt system is partially used to ensure this component stays up-to-date with technology changes over time.

If any Court customer wishes to disable or rebuild the server that the OCourt executable is running on, they merely need to copy all of the files associated with the Ocourt executable... and place them into a directory on the new server. There is no uninstall process, re-configuration process, or other Windows artifacts in-place that need to be addressed. If any Court customer needs a new copy of the OCourt executable, CodeSmart will provide one for them at no charge.

Ticket Processing Bandwidth:

CodeSmart Inc. does not expect to have any difficulty processing up to the maximum allowable number of documents that our pre-screened customers are able to accommodate. (Assuming no more than ~40,000 cases per year)

As the exact processing volumes and capabilities of hardware, software, and other factors adjust over time... so will the exact contents of this portion of the Service Level Agreement.

CodeSmart Inc. will be able to provide reports within a 48 hour period of exact case-volume processing and anomalies per customer.

#### **4.6. OCourt Security**

The OCourt software is managed by CodeSmart's Network Support Team and is responsible for the physical security, data redundancy, and other aspects of backups and power supply necessary to maintain uptimes that meet the definition of this Service Level Agreement.

CodeSmart Inc. is responsible for the SSL certificate used to secure individual customer logins via the web-based interface as well as encryption of the ticketing data within the SQL Server storage environment. CodeSmart Inc. is also responsible for the verification of regular data-backups and redundancy that is necessary to avoid any data loss. However, in the case of this system... any lost data may be recovered from multiple sources outside of CodeSmart Inc.'s control. (Such as Washington State AOC or DES or the customer.)

CodeSmart Inc. is also responsible for verifying the secure transmission of the case data associated with the OCourt system to the customer's servers and to AOC's JIS.

CodeSmart Inc. will notify the Court Customer within 48 hours in the event of any known security breach or compromise to the integrity of the data. If CodeSmart determines that a username or password of a valid user for Court Customer was utilized during the security breach, we will immediately deactivate the account and change the password prior to notifying the Court Customer, in order to ensure that no further security breaches occur.

#### **4.7. Bug Reporting/Tracking**

CodeSmart Inc. is responsible for tracking all bugs/problems associated with the OCourt software or general processing of OCourt-related tickets from the customer's 3<sup>rd</sup>-party ticket vendor as needed. CodeSmart Inc. currently uses a system known as "Zoho" to facilitate the reporting of bugs. A username/password may be established for any 3<sup>rd</sup>-party wishing to provide bug-reports on a 24x7 basis.

Bug reports may be generated from the Zoho system upon request within a 48-hour period.

#### **4.8. System Outage/Security Reporting**

Due to the complexity and number of systems supporting OCourt processing system, it is difficult to centralize a reporting mechanism to identify all system outages, security-related issues, or other concerns over an extended period of time. However, CodeSmart will provide a regular security bulletin for issues within the CodeSmart server and OCourt environment upon request. CodeSmart cannot provide information about the system functionality or security of non-CodeSmart server environments.

#### **4.9. Record Transaction Processing Issues:**

In the event that transaction processing does not occur correctly, customers are notified in one of 2 ways. (1) via email if it is a long-running transaction process. (2) Via user-interface if it is a "real-time" or "near real-time" transaction. Additionally, the OCourt Systems Administrator(s) will also be notified. It is possible to include other members from various roles in these error notifications upon request. Error emails are filtered by the Customer identifier because there could be more than one Court organization using the same system. A configurable customer email address can be associated with each Customer id. In this case, a "customer identifier" is the unique information that identifies customers such as City of Tacoma, City of Fife, City of Lakewood, etc.



## 5. Cost of Services

### 5.1. Annual Maintenance Fee

Scope of CodeSmart Inc's OCourt system services to Orting Municipal Court shall be performed for a not-to-exceed annual amount of **\$7,200.00** (service fee is prorated). The service fee will cover the settings of Orting Municipal Court and Milton Municipal Court, and is for the implementation, maintenance and on-going support of the OCourt scheduler and electronic document system described in sections 2, 3 and 4 of this agreement. The one-year period covered by the service fee will commence after the on-boarding is complete and on the date the system "goes live" in the Orting Municipal Court. The agreement will renew annually at the same service fee for the following four (4) years as long as the Orting Municipal Court does not assume responsibility for providing court services for any additional municipality or workload does not substantially increase. CodeSmart Inc. reserves the right to review the service fee if the City of Orting does assume responsibility for providing court services for any additional municipality. The City of Orting Municipal Court may terminate the agreement at the end of any annual period for any reason. At the end of 7 years, the service fee will be reviewed by CodeSmart Inc. to reflect any substantial change in the caseload of the court.

CodeSmart Inc. will make available to the Orting Municipal Court the Public Access Module (allowing citizens to schedule infraction hearings) at the point it is developed. Implementation and use of the Public Access Module may require an additional service fee.

The annual maintenance fee above does not include feature enhancements or future improvements. It is intended solely to cover the services in this agreement and to ensure proper security in accordance with AOC guidelines, industry best-practices, and normal operating procedures.

### 5.2. Calculation

The annual maintenance fee is calculated based upon the number of hearings held for all types of cases in Orting Municipal Court per year. CodeSmart is relying upon the figure of less than 2,000 cases, which is the total of all infraction and criminal hearings scheduled into JIS and held in 2017.

After the first 7 Year term of this agreement, the actual number of transactions processed through OCourt for Orting Municipal Court during the year will be used to calculate the maintenance fee and will be reflected in the next version of this service contract. A transaction is a case synchronized from JIS into the OCourt scheduler system.

## Service Provider and Customer Responsibilities

Role	Responsibilities
CodeSmart	<ul style="list-style-type: none"> <li>• Installs, updates, and configures the physical Electronic Documents, ScheduIR, and synchronization with JIS</li> <li>• Ensures Electronic Documents, ScheduIR, and synchronization-specific security processes and best-practices are followed</li> <li>• Notifies all partners of any apparent anomalies in data-transfer or ongoing operations</li> <li>• Communicates future enhancements, modifications, or outages to all relevant parties</li> <li>• Maintains data-retention policies</li> </ul>
Orting Municipal Court	<ul style="list-style-type: none"> <li>• Responsible for correcting data-entry errors</li> <li>• Provide all digital data-entry including hearing information, e-Doc data, required e-Document case files, and/or other relevant information</li> <li>• Responsible for syncing the hearing or other data periodically from JIS. (Until a real-time data synchronization mechanism can be built and agreed to by AOC.)</li> <li>• Responsible for following system business practices to ensure long-term operational needs</li> <li>• Responsible for accepting valid users, elevating user permissions, and generally removing users that are no longer part of the Court</li> <li>• Responsible for collaborating with CodeSmart system administrators to identify features, functionality, or problems that need to be addressed</li> <li>• Responsible for ensuring proper e-Document signatures and association with relevant hearing and case-types</li> </ul>

## 7. Periodic Review Process

### 7.1. Overview

This SLA will be reviewed at a minimum once per contract year. Contents of this document may be amended as required, provided mutual agreement is obtained and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

- a) Document Owner: Mark Meyer
- b) Review Period: Annually or as requested
- c) Previous Review Date: December 01<sup>st</sup>, 2018(TBD)
- d) Next Review Date: December 31<sup>st</sup>, 2019(TBD)

### 7.2. Changes

This SLA is a dynamic document and will be periodically reviewed and changed when the following events occur:

- a) The environment has changed.
- b) The customer's expectations and/or needs have changed.
- c) Workloads have changed. (Including processing volumes and capabilities)
- d) Better metrics, measurement tools and processes have evolved.

## 8. Termination of Agreement Process

This agreement shall run for a period of twelve (12) months from the effective date and, **will be reviewed, revised and automatically renewed at the end of this period for an additional 6 years unless either of the two parties chooses to withdraw**; it will remain in effect until a new agreement is signed. The agreement will, after the mutually-agreed amendment and extension, shall automatically terminate with or without notice of termination.

Upon termination of this Agreement, CodeSmart shall have no further obligation to provide any Services hereunder to Customer.

Termination of this Agreement shall not affect any obligation owed by either party to the other as accrued prior to such termination.

## 9. Glossary of Terms

- **AOC** – Administrative Office of the Courts.
- **APS** –Automated Payment System
- **OCourt**- CodeSmart Inc.'s proprietary online web-based business application that streamlines the court processes and integrates with Washington State's AOC JIS system in real time. OCourt has multiple features including case scheduling, E-Forms, Archiving, E-Signature and Lobby display.
- **EA Group** – Enterprise Architecture Group: A governing body or group within the AOC, responsible for the oversight and general design of Information Technology as it relates to the agency.
- **Executive Management** – The ISD Director or other management entity responsible for overseeing the agency Information Services budget and project selection.
- **ISD** – Information Services Division: A division within the AOC responsible for the maintenance and development of Information Technology Software and Hardware.
- **JIS** - Judicial Information Systems
- **PMO** – Project Management Office; the organization responsible for the oversight and direct management of projects within the AOC.
- **SSL** - Secure Sockets Layer; a protocol designed to provide secure communications over the Internet using asymmetric key encryption.

## 10. Acceptance and Authorization

**IN WITNESS WHEREOF**, the parties hereto each acting with proper authority have accepted and authorized execution of this Service Contract.

Orting Municipal Court

CodeSmart Inc.

\_\_\_\_\_  
Full name

Mark Meyer  
\_\_\_\_\_  
Full name

\_\_\_\_\_  
Title

President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject: - 2019 Property Tax Levy- Resolution No. 2018- 15, A Resolution Of The City Orting, Washington, Requesting The Highest Lawful Levy.</b>		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>	N/A	AB18-84	<b>AB18-84</b>
	<b>For Agenda of:</b>	N/A	<b>10/17/18</b>	10/10/18 & 10/31/18
	<b>Department:</b>	Finance		
	<b>Date Submitted:</b>	9/27/18		
<b>Cost of Item:</b>	<u>N/A</u>			
<b>Amount Budgeted:</b>	<u>N/A</u>			
<b>Unexpended Balance:</b>	<u>N/A</u>			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	By November 30, 2018			
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b>				
<b>Attachments:</b>	Property Tax Resolution, County Assessor Documents			
<b>SUMMARY STATEMENT:</b>				
This resolution will raise our property tax cap by \$206.412.96 to \$1,288,969.50, which is an increase of 19.07% over the prior years' levy which was \$1,082,556.54.				
<ul style="list-style-type: none"> <li>• The increase in the total amount of property tax collections is driven by \$42.88 million in new construction, and an increase in assessed valuation of \$94.26 million or 14%.</li> <li>• Assessed valuation for 2018 and 2019 are \$669.58 million and \$806.72 million respectively.</li> <li>• The rate that would be paid by citizens would remain at \$1.60 per \$1,000 of assessed valuation.</li> <li>• The Council also has the statutory authority to collect an excess levy of \$68,753.28 or \$0.085 per \$1,000 of assessed valuation without a vote of the people due to the Library District's levy being less than \$0.50 per \$1,000 of assessed valuation.</li> </ul>				
<b>RECOMMENDED ACTION: Move Forward To The October 31<sup>st</sup> Council Meeting For Hearing And Vote On The Resolution.</b>				

**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2018-15**

---

**A RESOLUTION OF THE CITY OF  
ORTING, WASHINGTON, REQUESTING  
THE HIGHEST LAWFUL LEVY**

**WHEREAS**, the City Council of the City of Orting, Washington (hereinafter, the "District") has met and considered its budget for the calendar year 2019; and

**WHEREAS**, the District's actual levy amount from the previous year was \$1,082,556.54; and

**WHEREAS**, the population of this District is less than 10,000; and

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

**Section 1. Declaration of Highest Lawful Levy.** Be it resolved by the governing body of the taxing District that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2018 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$206,412.96 which is a percentage increase of twenty-nine and eighty-eight tenths percent (19.067176%) from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in value of state assessed property, any annexation that have occurred and refunds made.

**Section 2. Effective Date.** This Resolution shall be effective immediately upon passage, and shall be implemented for the 2019 tax year, as stated above.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_\_ DAY OF OCTOBER, 2018.**

CITY OF ORTING

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

ATTEST/AUTHENTICATED:

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

Approved as to form:

\_\_\_\_\_  
Charlotte Archer, City Attorney  
Kenyon Disend, PLLC





2401 South 35<sup>th</sup> Street, Room 142  
Tacoma, Washington 98409-7498  
(253) 798-6111 • FAX (253) 798-3142  
ATLAS (253) 798-3333  
www.piercecountywa.org/atr

**MEMORANDUM**

**DATE:** September 14, 2018  
**TO:** Pierce County Taxing Districts  
**FROM:** Mike Lonergan, Assessor-Treasurer  
**RE:** **Preliminary Certification of Assessed Values/Levy Limit Factor**

Enclosed is the Preliminary Certification of Assessed Values for your taxing district. These values include last year's State Assessed Property Values.

For budget preparation assistance to applicable districts, Levy limit factor worksheets, court ordered refund information, and sample ordinance/resolutions are included. The amount of the prior year's additional revenue from increase in state assessed property listed on the preliminary values memo may be added to the levy limit calculation for estimating budget purposes.

**Submit original ad valorem Budget / Levy Certifications & an approved Ordinance or Resolution no later than November 30th:**

Pierce County Council  
Attention: Clerk, Rm. 1046  
County City Building  
930 Tacoma Ave. S  
Tacoma, WA 98402

And a copy to:  
Pierce County Assessor-Treasurer  
Attention: Levy Dept.  
2401 S. 35<sup>th</sup> St. Rm. 142  
Tacoma, WA 98409

(Failure to submit a budget request & the district's Resolution/Ordinance may adversely affect next year's Levy collection)

**Preliminary Values Are Subject to Change.**

Districts will receive **Final** values in December.

Amended Levy Certifications may be submitted to the Pierce County Council & Pierce County Assessor-Treasurer after final values have been calculated.

The district's Ordinance/Resolution **must** identify these three components.

- The **dollar amount of the previous year's levy**. The actual levy received, including refunds.
- The **dollar amount of increase** reflects the difference between the previous year's actual levy and the 1% growth of the highest lawful levy, or a lesser amount if banking levy capacity.
- The **percent of increase** equals the change over the prior year's actual levy plus the dollar amount of increase equal to the district's highest lawful levy for this year, or a lesser amount if banking levy capacity.

The sample Ordinance/Resolution enclosed provides the amounts for districts wishing to request their highest lawful levy.

**See reverse for answers to frequently asked questions.**





## **Pierce County**

**Mike Lonergan, Assessor-Treasurer**

2401 South 35th Street  
Tacoma, WA 98409-7498  
(253) 798-6111 FAX (253) 798-3142  
ATLAS (253) 798-3333  
[www.piercecountywa.org/atr](http://www.piercecountywa.org/atr)

September 14, 2018

OFFICIAL NOTIFICATION TO: **ORTING**

RE: 2018 PRELIMINARY ASSESSED VALUES

### **FOR REGULAR LEVY**

Total Taxable Regular Value (includes prior yrs. State assessed utility value)	806,719,473
Highest lawful regular levy amount since 1985	1,276,207.43
<b>Last year's actual levy amount (including refunds)</b>	<b>1,082,556.54</b>
Additional revenue from current year's NC&I	68,753.27
Additional revenue from annexations (RCW 84.55)	0.00
Additional revenue from administrative refunds (RCW 84.69)	1,688.30
<i>No additional revenue from administrative refunds will be allowed if you are limited by your statutory rate limit.</i>	
Last year's additional revenue from increase in state-assessed property	188.37

### **FOR EXCESS LEVY**

Taxable Value (includes prior yrs. State assessed utility value)	801,618,373
Timber Assessed Value	-
Total Taxable Excess Value	801,618,373

2018 New Construction and Improvement Value 42,876,128

*If you need assistance or have any questions regarding this information, please contact Kim Fleshman  
253.798.7114 [kfleshm@co.pierce.wa.us](mailto:kfleshm@co.pierce.wa.us).*



**Pierce County**

**Mike Lonergan, Assessor-Treasurer**

2401 South 35th Street  
Tacoma, WA 98409-7498  
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www.piercecountywa.org/atr

**TAX LEVY LIMIT 2018 FOR 2019**

**ORTING  
< 10,000**

**REGULAR TAX LEVY LIMIT:**

A. <u>Highest regular tax which could have been lawfully levied beginning with the 1985 levy</u> [refund levy not included] times limit factor (as defined in RCW 84.55.005).	2017 1,276,207.43 1.01 1,288,969.50
---	--

B. Current year's assessed value of new construction, improvements and wind turbines in original districts before annexation occurred times last year's levy rate (if an error occurred or an error correction was made in the previous year, use the rate that would have been levied had no error occurred).	42,876,128 1.603532678390 68,753.27
--	---

C. Current year's state assessed property value in original district if annexed less last year's state assessed property value. The remainder to be multiplied by last year's regular levy rate (or the rate that should have been levied).	9,664,964 9,664,964 0.00 1.603532678390 0.00
---	--

D. <b>REGULAR PROPERTY TAX LIMIT (A + B + C)</b>	<b>1,357,722.78</b>
--	---------------------

**ADDITIONAL LEVY LIMIT DUE TO ANNEXATIONS:**

E. To find rate to be used in F, take the levy limit as shown in Line D above and divide it by the current assessed value of the district, excluding the annexed area.	1,357,722.78 806,719,473 1.683017234754
--	---

F. Annexed area's current assessed value including new construction and improvements times rate found in E above.	0.00 1.683017234754 0.00
---	--------------------------------

G. <b>NEW LEVY LIMIT FOR ANNEXATION (D + F)</b>	<b>1,357,722.78</b>
---	---------------------

**LEVY FOR REFUNDS:**

H. RCW 84.55.070 provides that the levy limit will not apply to the levy for taxes refunded or to be refunded pursuant to Chapters 84.68 or 84.69 RCW. (D or G + refund if any)	1,357,722.78 1,688.30 1,359,411.08
---	--

I. <b>TOTAL ALLOWABLE LEVY AS CONTROLLED BY THE LEVY LIMIT (D,G,or H)</b>	<b>1,359,411.08</b>
---	---------------------

J. Amount of levy under statutory rate limitation.	806,719,473 1.600000000000 1,290,751.16
--	---

K. <b>LESSER OF I OR J</b>	<b>1,290,751.16</b>
----------------------------	---------------------

1.685110031639

**EXAMPLE OF ORDINANCE/RESOLUTION  
REQUESTING HIGHEST LAWFUL LEVY**

**Ordinance/Resolution No. \_\_\_\_\_  
RCW 84.55.120**

WHEREAS, the \_\_\_\_\_ of \_\_\_\_\_ has met and considered  
(Governing body of the taxing district) (Name of the taxing district)  
its budget for the calendar year 2019 ; and,

WHEREAS, the districts actual levy amount from the previous year was \$ 1,082,556.54 and,  
(Previous Year's Levy Amount)

WHEREAS, the population of this district is  more than or  less than 10,000; and now, therefore,  
(Check One)

**BE IT RESOLVED** by the governing body of the taxing district that an increase in the regular property tax levy  
is hereby authorized for the levy to be collected in the 2019 tax year.  
(Year of Collection)

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 206,412.96  
which is a percentage increase of 19.067176% from the previous year. This increase is exclusive of  
(Percentage Increase)

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines,  
any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**SAMPLE**

**If additional signatures are necessary, please attach additional page.**

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: <http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc>.

For tax assistance, visit <http://dor.wa.gov/content/taxes/property/default.aspx> or call (360) 570-5900. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users may call 1-800-451-7985.



# Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, \_\_\_\_\_,  
(Name)

\_\_\_\_\_, for \_\_\_\_\_, do hereby certify to  
(Title) (District Name)

the \_\_\_\_\_ County legislative authority that the \_\_\_\_\_  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in \_\_\_\_\_ as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on \_\_\_\_\_:  
(Date of Public Hearing)

Regular Levy: \_\_\_\_\_  
(State the total dollar amount to be levied)

Excess Levy: \_\_\_\_\_  
(State the total dollar amount to be levied)

Refund Levy: \_\_\_\_\_  
(State the total dollar amount to be levied)

Signature: \_\_\_\_\_

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

To ask about the availability of this publication in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users, please call (360) 705-6718. For tax assistance, call (360) 534-1400.



## **NOTICE OF ORTING CITY COUNCIL PUBLIC HEARINGS**

Notice is hereby given that the Orting City Council will be conducting two (2) public hearings during their regular City Council meetings on October 10th, 2018, and October 31st, 2018, at 7:00pm, or as soon thereafter as possible to consider the following:

### **1) Proposed 2019 Property Tax Levy**

All members of the public may provide testimony during the public hearings or they may submit written comments prior to the public hearings. The City Council meets at Orting Multi-Purpose Center, 202 Washington Ave. S, Orting WA 98360.

**Any person may submit written or oral comments at the public hearings. Written comments may be submitted to the Clerk's office at 110 Train St. SE, PO Box 489, Orting, WA, 98360 no later than 1:00 p.m. on October 10th or October 31st, 2018; otherwise, comments must be submitted at the hearing. Jane Montgomery, City Clerk, at [jmontgomery@cityoforting.org](mailto:jmontgomery@cityoforting.org), 360-893-2219 Ext. 133 Posted September 26, 2018 Published: October 1st, and October 22nd, 2018.**



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject: Resolution No. 2018-16, Declaring Surplus Property And Authorizing Its Disposal.</b>		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>	N/A	<b>AB18-87</b>	
	<b>For Agenda of:</b>	10/3/18	10/17/18	
	<b>Department:</b>	Finance		
	<b>Date Submitted:</b>	9/25/18		
<b>Cost of Item:</b>	<u>N/A</u>			
<b>Amount Budgeted:</b>	<u>N/A</u>			
<b>Unexpended Balance:</b>	<u>N/A</u>			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	N/A			
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b>				

**Attachments:** Resolution and Exhibit A: Vehicles to be surplused

**SUMMARY STATEMENT:**

Exhibit A lists several vehicles originally acquired for public purposes including utility purposes. The City has decided that due to the increasing cost of maintaining the vehicles, the City’s policy of replacing vehicles after 15 years or 150,000 miles, and having already purchased their replacements; these vehicles are no longer required to provide continued public service. RCW 35.94.040 also requires that the legislative authority hold a public hearing before any resolution to surplus these vehicles can be passed.

To dispose of these vehicles, the City Administrator will advertise these vehicles are for sale, and that the City is accepting sealed bids for a period to be determined by the City Administrator. If no bids are received, or no bids meet the minimum price of half of estimated fair market value, as indicated in Exhibit A, the City Administrator may dispose of the items in any legal way that maximizes the benefit the City receives for the disposal of the vehicles.

**RECOMMENDED ACTION: Move Forward to the Council Meeting of October 31, 2018 for Hearing and Vote.**



**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2018-16**

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**A RESOLUTION OF THE CITY OF ORTING, WASHINGTON,  
DECLARING THE PROPERTY DESCRIBED IN EXHIBIT "A"  
AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL**

WHEREAS, it has been determined that the City has no further use of certain item(s) listed in attached Exhibit "A"; and that such items are surplus to the needs of the City; and

WHEREAS, the fair market value of the surplus property, if any, shall be determined and its sale or disposal will be for the common benefit; and

WHEREAS, at time of sale or disposal of the surplus item(s), any monies derived from the same will be allocated back to the appropriate department; and

WHEREAS, the City Administrator will oversee the sale of these item(s), or other method of disposal, including destruction, in the event the City Administrator determines that the surplus property has no fair market value or the cost of disposal will exceed the fair market value;

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

Section 1. The items described in Exhibit "A" attached hereto and incorporated herein by this reference are surplus to the needs of the City and the City Administrator is hereby authorized to dispose of such items at auction or a public sale through a sealed bid process that complies with applicable law; provided that, those items that have been determined to have no market value or the value of which will exceed the cost of disposal may be donated for charitable purposes or otherwise lawfully disposed of.

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

**CITY OF ORTING**

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

ATTEST/AUTHENTICATED:

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Jane Montgomery, City Clerk, CMC

Approved as to form:

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Charlotte Archer, City Attorney

EXHIBIT A- Resolution  
No. 2018-16

*(List of Surplus Items)*

The following vehicles are listed for surplus:

Type	Year	Vehicle Description	VIN#	Dept.	Fair Market Value
Backhoe	1993	Case 580 Super K Loader Backhoe	JJCU172048	PW	\$3,500
Light Truck	2003	Chevrolet Tahoe	1GNEK13Z13J269002	Administration	\$2,500
Police Vehicle	2006	Ford Crown Victoria	2FAFP71W6X164477	Police	\$1,000
Police Vehicle	2006	Ford Crown Victoria	2FAFP71W9X164476	Police	\$1,000
Police Vehicle	2008	Dodge Charger	2B3KA43H58H294468	Police	\$800
Police Vehicle	2008	Dodge Charger	2B3KA43H18H294497	Police	\$1,500



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject: Vehicle and Equipment Maintenance and Replacement Policy</b>		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>		<b>AB18-89</b>	
	<b>For Agenda of:</b>	10/3/18 PW	<b>10/17/18</b>	TBD
	<b>Department:</b>	Various		
	<b>Date Submitted:</b>	September 25, 2018		
<b>Cost of Item:</b>	<u>N/A</u>			
<b>Amount Budgeted:</b>	<u>N/A</u>			
<b>Unexpended Balance:</b>	<u>N/A</u>			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	N/A			
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Vehicle Replacement Policy				
<b>SUMMARY STATEMENT:</b>				
<p>Staff would like to advance a Vehicle Maintenance and Replacement Policy to control the overall cost of operating and maintaining the municipal fleet of vehicles and equipment, and maintain vehicles and equipment in a manner that extends their useful life, to control the growth of the fleet and standardize the composition of the fleet and to accurately budget for maintenance and replacement costs. This policy will also bring additional accountability to managers within the City for how they procure, maintain and dispose of their vehicles and equipment.</p>				
<b>RECOMMENDED ACTION: MOTION: TBD</b>				



**City of Orting, Washington**

**Policy No. 2018-01**

**Vehicle Maintenance and Equipment Replacement Policy**

Passed by the City Council \_\_\_\_\_

# Vehicle Maintenance and Replacement Policy

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## Program Overview:

### Mission Statement:

To establish efficient and effective delivery of municipal services by providing customer departments with safe, reliable, economical and environmentally sound transportation and related support services that are responsive to their needs and that preserve vehicle value and equipment investment.

### Objectives:

Our primary objective is to control the overall cost of operating and maintaining the Municipal fleet of vehicles and equipment, to maintain vehicles and equipment in a manner that extends their useful life, to control the growth in size of the fleet, to standardize the composition of the fleet and to accurately budget for maintenance and replacement costs. All new purchases for vehicles and equipment are part of the budget cycle and are coordinated through Fleet Management team for recommendation.

### We Will:

- Provide vehicles that are safe, reliable, and environmentally-sound, at competitive prices.
- Provide honest, responsive, effective and efficient fleet services to our customers.
- Maximize the return on investment (ROI), and the long-term value of the fleet investment.
- Maintain high quality internal and external services.

### Key Customers:

- Police
- Public Works
- Inspections
- Administration

## Vehicle and Equipment Replacement Program

The objective of the vehicle replacement program is to promote an orderly system of purchasing and funding a standardized fleet and heavy equipment replacement process and to plan future departmental transportation requirements.

All vehicles acquired and maintained by the Municipality are recommended for replacement in accordance with adopted guidelines/procedures and all departments are responsible for complying with these guidelines/procedures.

## Development of Guidelines/Procedures

The Police Chief, Public Works Director, and City Treasurer (Fleet Management Team) have inventoried existing vehicles and equipment and have prepared a replacement schedule for all public works, police and fire vehicles and equipment. The schedule will be updated annually and will be used as the basis for planning for the replacement of vehicles and equipment through the operating and capital budgets. The vehicle and equipment replacement schedule will include the following information for each vehicle or unit of capital equipment:

- a. Age in years also known as life.
- b. Usage in hours or miles.
- c. Useful life (based on commonly used standards for municipal vehicles and equipment)
- d. Cost of Maintenance.
- e. Overall condition: mechanical, operating, safety, or appearance.
- f. Downtime
- g. Availability of replacement parts
- h. Depreciation per Mile
- i. Funding

The guidelines for vehicles considered for replacement are based on vehicles meeting predetermined age and/hour/or mileage criteria. Additional consideration is given to functionality and overall condition of the vehicle.

As vehicles reach the threshold miles or age of replacement criteria, a vehicle maintenance evaluation is performed by the Fleet Management Team or their designee. If the evaluation proves the vehicle would be economical to retain for an additional year, the vehicle will be targeted for retention or reassignment. In some cases, it may be reassigned to other departments with "low usage" requirements. The Fleet Management Team will jointly review and approve all specifications for new purchases of Municipal vehicles and motorized equipment. Depending on the availability of funds, vehicles and equipment will be replaced when they are at the end of their economic life, no longer safe to operate, not reliable enough to perform their intended function, or there is a demonstrated cost saving to Orting.

## Purchasing

The goal of the city's acquisition practices is to obtain the lowest possible price and the highest possible quality. Currently the city purchases through State and Council of Government Contracts to achieve the lowest price possible to acquire the highest possible quality. When a specific vehicle is not available through a state contract, the purchase of vehicles and equipment will follow the city's purchasing policy and any applicable state purchasing codes. Annually before the preparation of the Operating and Capital Budgets the fleet management team will review the vehicle replacement schedule and plan for the acquisition of replacement vehicles and equipment. Any request for new equipment that would increase the size of the fleet must be cost justified to the City Administrator and Mayor. The recommendation to lease or purchase equipment and vehicles is made by the Finance Director.

When purchasing new vehicles and equipment, the city should also purchase extended warranties and service contracts to keep the costs of maintaining the vehicles and equipment as predictable as possible.

## Maintenance:

The goal of the city's maintenance practices is to keep vehicles and equipment in sound operating condition. Preventive maintenance routines and intervals are followed by our contracted mechanics and are based on local driving conditions and manufacturer's recommendations, for each type of vehicle or equipment and each type of maintenance service. Maintenance costs represent a significant portion of

the total cost to own and operate a vehicle or piece of heavy equipment and tend to increase as a vehicle or equipment ages. Escalating maintenance costs are a key factor in determining when to replace a fleet vehicle. In addition to the added cost of maintenance as a vehicle ages, there is an additional cost to the municipality when a vehicle is in the garage receiving maintenance and not available for use. Preventive maintenance is the key to avoiding the repair or replacement of costly major vehicle components such as engines, transmissions and drive trains. We may make adjustments to the manufacturer's recommendations based on the specific vehicle's use. For example, a police vehicle may idle for an extended period of time while an officer is on patrol. When an engine idles, it incurs wear and tear that will require future maintenance. The maintenance schedule for a vehicle that runs idle 50 percent of the time may be as frequent as that of a comparable one that drives more miles.

Accurate and complete vehicle maintenance records are a key tool for making fleet management decisions. Vehicle maintenance costs are variable and distinct to each vehicle. Pertinent records maintained for each vehicle are:

- Vehicle maintenance logs
- Fuel usage logs
- Cumulative costs of parts, labor and overhead by a vehicle over its life

### Evaluation of Non Routine Repairs and Maintenance

If a vehicle is in need of a repair that will exceed 10% of the vehicle's original purchase price, the fleet management team shall consider whether or not it is in the city's best interest to make the repair, and evaluate alternatives. This recommendation shall be forwarded onto the mayor for approval and onto the council if it is determined that a vehicle may need to be replaced out of our regular replacement cycle.

### Replacement:

As with other aspects of fleet management, replacing a vehicle too soon or too late wastes money. The goal is to analyze the costs associated with a vehicle and identifying the point when, on average, a vehicle is reasonably depreciated but not yet incurring significant maintenance costs. By replacing vehicles at this point, we can avoid escalating maintenance costs and optimize vehicle resale value. The three criteria that we considered when establishing the vehicle replacement schedule were vehicle mileage, age and use. Because each municipality's fleet and usage is unique, a universal management guide does not exist that can be applied to all types of fleets for every locality. For example, a police vehicle has a different maintenance demand and useful life than a pickup truck.

### Reassignment and Disposal of Vehicles and Equipment:

The vehicle and equipment fleet is sized to meet the current needs of the Municipality. Fleet vehicles and heavy equipment will not be reassigned unless it is used to replace unit currently assigned to other departments. In those instances the older units will be disposed. Annually before Operating and Capital Budgets are prepared, the Fleet Management Team will review the vehicle and equipment replacement schedule, and plan for the reassignment or disposal of vehicles and equipment that have reached their age, and mileage thresholds and will be replaced in the next budget cycle. Vehicles that are still in good shape will be reassigned to departments as needed. The majority of vehicles selected for replacement

will be sent to the public auction. Sealed bids, internet auctions, trade journal advertisements, and public auctions will be utilized for the disposal of public works heavy equipment.

Financing Vehicle Replacement

To finance vehicle replacement and repairs, the Fleet Management Team will assign new vehicles a cost per mile or hour that will be inclusive of maintenance repairs and replacement, and that amount will be transferred to a vehicle maintenance and replacement fund on an annual basis depending on how much each of the vehicles were driven during the prior year.

Appendix A: Vehicle Replacement Schedule

Vehicle Type	Typical Mileage	Typical Age	Cost/Mile or Hour
Police Patrol Vehicle	80,000	7 Years	\$1.00
Police Admin/Detective Vehicle	100,000	10 Years	\$0.55
City Administrative Vehicles/Building Dept. Vehicle	120,000	15 Years	\$0.55
Public Works Pickup	120,000	15 Years	\$0.55
Vactor Trailer	3,000 Hours	10 Years	\$60 per hour
Dump Trucks	80,000	15 Years	\$4.00
Backhoe	4,000 Hours	15 Years	\$45 per hour
Trailers	-	15 Years	Varies
Landscape Equipment	2,500 Hours	15 Years	varies

Appendix A: Current List of Vehicles						
Vehicle Review as of August 15, 2018						
<u>Asset #</u>	<u>Department</u>	<u>Description</u>	<u>Year</u>	<u>Mileage</u>	<u>Hours</u>	<u>Useful Life</u>
1028	PW	F150 Truck	2005	51,044.9	N/A	15
1029	PW	Bucket Truck	1993	118,714.2	N/A	15
1030	PW	F650 Dump Truck	2006	13,582.0	N/A	15
1031	PW	F450 Crane Truck	2007	25,650.8	N/A	15
1051	PW	F150 Truck	2009	64,119.3	N/A	15
1064	PW	F150 Truck	2013	20,354.4	N/A	15
1067	PW	F250 Truck	2015	27,616.3	N/A	15
1068	PW	F350 Flatbed	2015	10,305.5	N/A	15
1069	PW	F250 Truck	2016	5,884.5	N/A	15
1071	PW	F250 Truck	2016	6,957.4	N/A	15
1072	PW	F350 Truck	2016	13,523.7	N/A	15
1073	Admin	Tahoe	2003	159,199.0	N/A	15
1074	PW	F350 Water Service	2016	2,267.9	N/A	15
1080	Admin	Escape	2008	34,836.0	N/A	15
1088	PW	F450 Dump Truck	2017	1,830.0	N/A	15
1004	PW	Tiger Brush Cutter	1984	N/A	2,243.8	15
1010	PW	Huber Grader	1970	N/A	2,569.0	15
1014	PW	John Deere F725 Mower	2002	N/A	1,649.0	15
1016	PW	John Deere F930 Mower	2003	N/A	2,225.6	15
1017	PW	Kubota ZD18F Mower	2004	N/A	3,026.0	15
1018	PW	Kubota ZD321 Mower	2008	N/A	2,431.9	15
1033	PW	Swartz Street Sweeper	2012	N/A	208.9	15
1034	PW	Case Backhoe	1993	N/A	6,041.0	15
1036	PW	John Deere Gator	2005	N/A	2,592.3	15
1046	PW	Kubota ZD331 Mower	2012	N/A	1,079.8	15
1060	PW	Asphalt Roller	2001	N/A		15
1078	PW	Vactron Vac-Trailer	2016	N/A	85.7	10
1049	PW	John Deere Gator	2013	N/A		15
1050	PW	John Deere Gator	2015	N/A		15
1001	PW	Vermeer Chipper	1993	N/A		15
1112	PW	Case Backhoe	2017	N/A		15
1079	PW	New Holland Tractor	2017	N/A		15
55519D	Police	Ford Crown Vic*	2004	148,911.0	N/A	7
47140D	Police	Dodge Charger	2008	66,096.0	N/A	7
47139D	Police	Dodge Charger	2008	79,306.0	N/A	7
47141D	Police	Dodge Charger	2008	66,096.0	N/A	7
48801D	Police	Dodge Charger	2008	90,689.0	N/A	7
50388D	Police	Chevy Tahoe	2007	80,161.0	N/A	7
41422D	Police	Ford Explorer	2006	78,900.0	N/A	7
24605D	Police	Ford Explorer	2005	81,778.0	N/A	7
61086D	Police	Ford Explorer	2015	43,811.0	N/A	7
60990D	Police	Ford Explorer	2016	13,377.0	N/A	7
60991D	Police	Ford Explorer	2016	14,358.0	N/A	7
60992D	Police	Ford Explorer	2016	12,550.0	N/A	7



<u>Rep. Hours</u>	<u>Rep. Mileage</u>	<u>Rep. Year</u>	<u>Miles Left</u>	<u>Hours Left</u>	<u>Cost of Maintenance</u>	<u>Condition</u>
N/A	120,000	2020	68,955.1	N/A		
N/A	120,000	2008	1,285.8	N/A		
N/A	80,000	2021	66,418.0	N/A		
N/A	120,000	2022	94,349.2	N/A		
N/A	120,000	2024	55,880.7	N/A		
N/A	120,000	2028	99,645.6	N/A		
N/A	120,000	2030	92,383.7	N/A		
N/A	120,000	2030	109,694.5	N/A		
N/A	120,000	2031	114,115.5	N/A		
N/A	120,000	2031	113,042.6	N/A		
N/A	120,000	2031	106,476.3	N/A		
N/A	120,000	2018	(39,199.0)	N/A		
N/A	120,000	2031	117,732.1	N/A		
N/A	120,000	2023	85,164.0	N/A		
N/A	80,000	2032	78,170.0	N/A		
2500	N/A	1999	-	256.2		
2500	N/A	1985	-	(69.0)		
2500	N/A	2017	-	851.0		Broken
2500	N/A	2018	-	274.4		
2500	N/A	2019	-	(526.0)		
2500	N/A	2023	-	68.1		
4000	N/A	2027	-	3,791.1		
4000	N/A	2008	-	(2,041.0)		
2500	N/A	2020	-	(92.3)		
2500	N/A	2027	-	1,420.2		
2500	N/A	2016	-	2,500.0		
3000	N/A	2026	-	2,914.3		
2500	N/A	2028	-	2,500.0		
2500	N/A	2030	-	2,500.0		
2500	N/A	2008	-	2,500.0		
4000	N/A	2032	-	4,000.0		
4000	N/A	2032	-	4,000.0		
N/A	80,000	2011	(68,911.0)	N/A		
N/A	80,000	2015	13,904.0	N/A		
N/A	80,000	2015	694.0	N/A		
N/A	80,000	2015	13,904.0	N/A		
N/A	80,000	2015	(10,689.0)	N/A		
N/A	80,000	2014	(161.0)	N/A		
N/A	80,000	2013	1,100.0	N/A		
N/A	80,000	2012	(1,778.0)	N/A		
N/A	80,000	2022	36,189.0	N/A		
N/A	80,000	2023	66,623.0	N/A		
N/A	80,000	2023	65,642.0	N/A		
N/A	80,000	2023	67,450.0	N/A		





## Appendix B: Vehicle Evaluation Form

Vehicle or Equipment VIN or Serial#		
Vehicle or Equipment #:	Department Assigned:	
Make:	Model:	Year:
Mileage:	Hours:	
Evaluator:	Date of Evaluation:	

System	Diagnosis	Estimated Repair Cost
Engine		
Transmission		
Drive Line		
Differential(s)		
Exhaust		
Plumbing System		
Hydraulic System		
Electrical System		
Brakes		
Tires		
Body		
Interior/Exterior		
Front End/Suspension		
Air Conditioning		
Other		
Total Estimated Repair Cost:		\$

Diagnosis Code	Code Description
3 – Good	System is functioning well, and no repairs expected at this time
2 – Fair	Minor Repairs Required
1 – Poor	Major repairs need as soon as possible – consider replacing

Comments:

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Vehicle/Equipment Evaluation Summary Report

Vehicle or Equipment #:		
Department Assigned to:		
Make:	Model:	Year:
Description of Use:		

Summary of Values

Years of Service:	Useful Life:	Years over or under:
Current Mileage:	Mileage Threshold:	Miles over or under:
Current Hours:	Threshold Hours:	Hours over or under:
Maintenance/repair costs to date: (attached)		
Purchase Cost:	Repair Cost:	
Replacement Cost:	Current Market Value:	

Comments and other considerations:

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Recommendations:

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**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject: Calistoga Street West Stormwater Improvements - Scope and Budget</b>		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>	PW Committee	<b>AB18-90</b>	
	<b>For Agenda of:</b>	10.3.18	<b>10.17.18</b>	
	<b>Department:</b>	Public Works		
	<b>Date Submitted:</b>	<b>9/19/18</b>		
<b>Cost of Item:</b>	<u>\$126,830</u>			
<b>Amount Budgeted:</b>	<u>\$75,000 (2018), 100,000 (2019)</u>			
<b>Unexpended Balance:</b>	<u>\$ 48,170</u>			
<b>Bars #:</b>	<b>410-594-31-41-43</b>			
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>JC Hungerford, PE</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b>	Scope and Budget for professional services			
<b>SUMMARY STATEMENT:</b>				
<p>The City of Orting has several Capital Improvement Projects (CIPs) that will update the existing, inadequate storm drainage system. This project includes conveyance system and outfall modifications to increase capacity to convey flow rates based on land cover at the time the models were prepared. The Calistoga Street W Improvements Project (Project), CIP No. 14, will replace part of the existing storm drainage system due to inadequate capacity for existing land use and change in FEMA FIS 100-year flood elevation. Much of this existing storm system is crushed, providing very little conveyance capacity. This project will start in 2018 and carry over into the 2019 budget.</p>				
<b>RECOMMENDED ACTION: Move to consent agenda on October 31, 2018 the Motion will be on the 31<sup>th</sup>: Motion: To approve the scope and budget for Engineering services for Calistoga Street West Stormwater Improvements as presented.</b>				

## SCOPE OF WORK

### City of Orting Calistoga Street W Improvements

#### PROJECT OVERVIEW

The City of Orting has several Capital Improvement Projects (CIPs) that will update the existing, inadequate storm drainage system. This project includes conveyance system and outfall modifications to increase capacity to convey flow rates based on land cover at the time the models were prepared. The Calistoga Street W Improvements Project (Project), CIP No. 14, will replace part of the existing storm drainage system due to inadequate capacity for existing land use and change in FEMA FIS 100-year flood elevation.

The Project is assumed to include the following elements:

- Determination of feasibility of upsizing the existing storm drainage system include modelling and a Stormwater Report
- Design and contract documents for the replacement of the existing storm drainage system along Calistoga Street W.

#### SCHEDULE

The project is anticipated to take four (4) months to complete.

##### Task 1 – Project Management and QA/QC

**Goal:** To provide the tools for continuous tracking of the project schedule and budget, project quality assurance and control, and status of deliverables to ensure that the project is executed as expected by the City.

##### Assumption(s)

- A 4-month project schedule is assumed.

##### Deliverable(s)

- Project Work Plan.
- Project Schedule, with monthly updates.
- Miscellaneous correspondence to document project management issues.
- Monthly Progress Reports and invoices.
- QA/QC Plan.
- Project meeting agendas and notes.

## Task 2 -- Mapping and Boundary Survey

**Goal:** To prepare a base map including topography, storm drainage system Rims and IEs, and property boundary.

### Approach

#### 2.1 Utilities and Mapping

Parametrix will utilize One-Call Utility Underground Location Center to notify the governing utility purveyors within the project site to mark their underground utilities for incorporation into the base map.

#### 2.2 Topography

Parametrix will perform mapping as follows:

- Parametrix surveyors will map that portion of Calistoga Street W from Corrin Avenue E to Kansas Street SW. All existing utilities will be surveyed, including the rim and invert elevations of the storm drainage system. Also included in the mapping will be trees 12 inches (diameter) or larger, measured at breast height.
- Boundary lines will be graphically shown based upon record information. Property corners will not be set as part of this scope. Encroachments or intrusions will be mapped and made part of the base map.
- A base map will be prepared of the existing conditions; ground shots will be gathered at significant intervals to generate 1-foot contours.

#### 2.3 Base Map Preparation

Parametrix will process survey field data and generate an AutoCAD drawing file of existing conditions with 2-foot contours and generate a Triangular Irregular Network (TIN) for engineering use.

### Deliverable(s)

- AutoCAD drawing in 2018 format, or later, at 1 inch = 20 feet with 2-foot contours, topographic information, and right-of-way along the mapping corridor.
- TIN surface in LDT format.

## Task 3 -- Stormwater Report and 30% Design

**Goal:** To prepare a Stormwater Report and 30% Design Plans in accordance with the City's design standards.

**Approach:** Parametrix will assess, model, calculate, and document in a report format the impacts of increasing stormwater capacity along Calistoga Street W. 30% Preliminary Design will be completed alongside the completion of the Stormwater Report. 30% Design Plans will be prepared and include the following plan sheets:

- Cover Sheet and Legend (2 Sheets).
- Demo and TESC Plans (6 Sheets).
- Storm Drain Sheets (6 Sheets).
- Details (2 Sheets).



The following work is included in this task:

### 3.1 Collect Background Data and Prepare Drainage Area Mapping

Parametrix will collect necessary background data and prepare drainage area maps for both existing and post-construction design scenarios for use in determining the impact of increasing pipe capacity along Calistoga Street W. The project site will be based on the Orting West Sub-basin.

### 3.2 Stormwater System Modelling

Parametrix will complete stormwater modelling using PCSWMM to model existing and future conditions and determine the extents of increasing the storm drainage capacity along Calistoga Street W and the Orting West Sub-basin.

### 3.4 Stormwater Report

Parametrix will prepare a Stormwater Report based on the calculations and results of the analyses described above. The format of the report will be as documented in the *2015 Pierce County Stormwater Management and Site Development Manual*.

#### Assumption(s)

- Parametrix will provide any GIS mapping layers available within the project limits.
- The report will be prepared in accordance with the *2015 Pierce County Stormwater Management and Site Development Manual*.
- Plans will be prepared in AutoCAD 2018 format or later version, and will be designed in accordance with the *2013 City of Orting Development Standards*

#### Deliverable(s)

- Three copies of the Stormwater Report for the City's files.
- Three sets of full-size or half-size 30% plans, for the City's review.

#### Task 4 – 90% Design

**Goal:** To address the City's 30% design comments and update 30% construction plans to 90% design.

**Approach:** Upon receipt of the 30% Design comments, 90% construction plans will be prepared and shall include the same plan sheets as listed in Task 3 above.

#### Assumption(s)

- Plans will be prepared in AutoCAD 2018 format or later version and will be designed in accordance with the *2013 City of Orting Development Standards*.

The City's Review will take two weeks.

#### Deliverable(s)

- Three sets of full-size or half-size 90% plans, for the City's review.

### Task 5 – Final Plans and Contract Documents

**Goal:** To address the City's 90% design comments, and prepare construction plans, contract bid documents, and an engineer's opinion of probable cost.

**Approach:** Upon receipt of the 90% Design comments, contract documents and an engineer's opinion of probable cost will be prepared, to include the same plan sheets as listed in Task 3 above.

#### Assumption(s)

- Contract documents will include preparation of the special provisions and bid form, and assembly of City-provided contract documents.
- Plans will be prepared in AutoCAD 2018 format or later version and will be designed in accordance with the *2013 City of Orting Development Standards*.
- Contract documents will be prepared in accordance with the *WSDOT Standard Specifications for Road, Bridge and Municipal Construction*.

#### Deliverable(s)

- Three sets of full-size final plans, 15 sets of half-size final plans, and 15 copies of the contract documents.
- An electronic copy of the Engineer's Opinion of Probable Cost in Microsoft Excel format.

### Task 6 – Geotechnical Analysis and Report (Sub-Consultant)

**Goal:** To provide recommendations for pipe replacement design and other construction activities.

The City's West Sub-basin generally has poor soils for infiltration. A geotechnical analysis including but not limited to subsurface exploration, field testing, laboratory testing, geotechnical analyses, and report preparation is recommended. All tests will generally conform to Washington State Department of Ecology procedures for the Pilot Infiltration Test (PIT) and will be conducted by an independent excavation company working under subcontract to a to be determined sub-consultant. For soil characterization purposes, up to three grain size tests on representative samples of on-site soil will be performed. A geotechnical report summarizing observations, findings, and conclusions regarding infiltration conditions at the site will be completed. The report may also include a recommended infiltration rate for design purposes.

#### Assumption(s)

- The City will arrange to locate and mark all underground utilities within the study area. Also, the City acknowledges that there is some risk of damage to unlocated or mislocated underground utilities as a result of our subsurface exploration and agrees that the sub-consultant will not be held responsible for damage to such utilities. Additionally, the sub-consultant will not be held responsible for damage to the site property, or adjacent properties, in the event that an unlocated or mislocated underground utility is struck during subsurface exploration.
- The City will provide fire hydrant access, a water truck, or other convenient potable water source for use during the field infiltration testing.
- The proposed scope of services does not include characterization of regulated environmental contaminants that may be present on-site, nor will staff research historical data regarding the site and vicinity regarding potential environmental impairment.

## SCOPE OF WORK (continued)

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- Field personnel and subcontractors will exercise due care while working at the site, but some disturbance to the ground surface and vegetation should be expected.
- If adverse conditions are encountered during fieldwork, the client will be informed as soon as possible, and no work will be performed beyond the authorized scope of services without the client's approval.

### Deliverable(s)

- Three copies of the final geotechnical report.

Client: City of Orting  
 Project: City of Orting On-call 2014-2017  
 Project No: 2161711020

Surveyor III	Designer IV	Sr Project Control Specialist	Sr Engineer	Water Solutions Div Mgr	Survey Supervisor	Surveyor III	Surveyor I	Engineer II	Publications Specialist II-9	
Scott D. Spees	John M. Betzvog	April D. Whittaker	John L. Wright	John C. Hungerford	Jared M. Kernitz	Jay M. Munro	Joshua M. Kelly	Clara F. Olson		
Rates:	\$100.00	\$145.00	\$120.00	\$155.00	\$170.00	\$160.00	\$110.00	\$85.00	\$110.00	\$95.00

Task	SubTask	Description	Labor Dollars										
4007		<b>Calistoga Street W Improvements</b>	\$113,420.00	30	212	34	130	56	12	52	30	280	52
	01	Project Management & Qa/QC	\$9,850.00			18	18	24				4	4
	02	Mapping and Boundary Survey	\$13,190.00	30					12	52	30		
	03	Stormwater Report and 30% Design	\$39,750.00		94	4	36	12				150	16
	04	90% Design	\$19,310.00		62		16	6				62	
	05	Final Plans and Contract Documents	\$30,220.00		56	8	56	14				64	32
	06	Geotechnical Analysis and Report	\$1,100.00			4	4						

<b>Labor Totals:</b>	\$113,420.00	30	212	34	130	56	12	52	30	280	52
<b>Totals:</b>	\$113,420.00	\$3,000.00	\$30,740.00	\$4,080.00	\$20,150.00	\$9,520.00	\$1,920.00	\$5,720.00	\$2,550.00	\$30,800.00	\$4,940.00

**Subconsultants**

Geotech Sub	\$12,650.00
<b>Subconsultants Total:</b>	<b>\$12,650.00</b>

**Other Direct Expenses**

Mileage	\$60.00
Survey Equipment (\$140/Use)	\$700.00
<b>Other Direct Expenses Total:</b>	<b>\$760.00</b>

**Project Total** **\$126,830.00**



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject:</b> Review and Discussion of draft Request for Proposals for Website Design Professional Services		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>		<b>AB18-91</b>	
	<b>For Agenda of:</b>	CGA, 10/04/18	<b>10/17/18</b>	
	<b>Department:</b>	City Administrator		
	<b>Date Submitted:</b>	September 28, 2018		
<b>Cost of Item:</b>	_ \$			
<b>Amount Budgeted:</b>	_ \$20,000			
<b>Unexpended Balance:</b>	_ \$			
<b>Bars #:</b>				
<b>Timeline:</b>	Issue RFP to be ready to start the implementation in 2019			
<b>Submitted By:</b>	CGA/ City Clerk			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Draft Request for Proposal for Website Design, Software Maintenance and Updating				
<b>SUMMARY STATEMENT:</b> The City is seeking a re-design of its current website, so as to better serve the citizens of Orting and to improve the flow of information between the City and the citizens. To that end, staff prepared the attached draft RFP seeking proposals for Website Design, Software Maintenance and Updating from professional service providers in this field. Staff requests Council input as to Council's desired website features and services, so as to ensure the RFP includes all sought-after components. The IT department reviewed the RFP as well.				
<b>RECOMMENDED ACTION:</b> Review and Discussion of draft Request for Proposals for Website Design Professional Services, and provide comments to staff regarding draft language.				





**City of Orting, Washington**

**REQUEST FOR PROPOSAL  
Website Design, Software Maintenance & Updating**

The City of Orting (hereinafter “City”) is seeking proposals from an experienced website design firm to re-design, develop, and implement a new design for the City’s website.

An original and three (3) copies of each proposal shall be placed in a sealed envelope and identified as “Website Design, Software Maintenance & Updating”.

Proposals shall be delivered to:

City of Orting  
Attn: Jane Montgomery, City Clerk  
P.O. Box 489  
Orting, WA 98360

The deadline for submission of proposals is \_\_\_\_\_, \_\_\_\_\_, 2018 at 2:30 p.m.  
Proposals received after the specified time and date shall not be considered.

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**1. RFP SCHEDULE**

Request for Proposal: Website Design, Software Maintenance & Updating

EVENT	DATE
RFP Issue Date:	, 2018
Response Due Date	3:00 P.M., , 2018
Evaluations of Responses	, 2018 to , 2018
Anticipated Award Date:	, 2019.
Expected Period of Contract:	An annual contract beginning January 1, 2019

**2. INTRODUCTION & SCOPE OF PROJECT**

The City of Orting (“City”) is seeking the services of an experienced website design firm to re-design, develop, and implement a new design for the City’s website. This project will involve utilizing posted information on the existing website as well as the implementation of new information, products, and features as suggested by the organization and the firm selected. The City also seeks a company that has the capability of integrating additional features and functionality that may be identified in the future.

The City of Orting was incorporated April 22, 1889. We are a code city which operates under the Mayor-Council form of government. We have a seven member council. Over the past 5 years the City has experienced phenomenal growth. In 2010 Orting’s population was 6,746. The population estimate for 2018 is 8,105 residents. The City has many recreational opportunities. The Orting Valley is bordered by two rivers, the Carbon River to the east and the Puyallup River to the west, and hosts a breathtaking view of Mount Rainier. There are trails, hiking, fishing, shopping, dining and hunting adventures. Orting Park (3 city blocks long) is located in the middle of Orting's Town Center, with easy access to the Foothills Trail. The Foothills Trail is a 12-foot wide non-motorized asphalt trail suitable for bicycles, walking, in-line skates and wheel chairs. The trail comes right through the City.

The City’s existing internet website is <http://www.cityoforting.org>, which contains general information for the public including minutes, event information, video, and downloadable documents. The City is committed to building a website that designed for ease of use from the visitor’s viewpoint and is interactive where helpful. The organization is interested in an innovative design that aids citizens, businesses and visitors in navigating a municipality easily and with simplicity.

Respondents are encouraged to contact Jane Montgomery, City Clerk with any questions or concerns. Please submit Final proposals by email to [jmontgomery@cityoforting.org](mailto:jmontgomery@cityoforting.org) no later than \_\_\_\_\_, 2018.

### **3. WEBSITE OBJECTIVES**

The goal of the City is to provide simple electronic access to our services, and to streamline and facilitate our website. The current site structure and design was developed years ago and requires significant redesign to take advantage of new design elements and the growing demand for easy and accessible information. Specifically, the organization would like the redesigned site to support ease of access to city information, online forms and applications, City process and procedures, Council and board/commission meeting minutes and agendas, a calendar of events, photo hosting, and a variety of other activities. The redesigned site should have a theme promoting the City as a friendly place to live, a professional place to do business, and a City that incorporates a country feel but yet is close to City services.

The City's website should provide easy access to organization services, be adaptable to current and changing technology, provide content management capability for departments to easily update their own information, and be a successful communications tool. The website shall meet the following criteria:

1. Visually appealing – The site must have an attractive mix of text, photos and graphics.
2. Provide easy electronic access to public information for use by the target audience.
3. Easily updated, with a content management system (CMS). Respondent should list the software that would be used to create the site including all graphics software and recommend software and licenses that the City of Orting will need to purchase for the continued maintenance of the website.
4. Common Theme/Consistent Design. Each section of the site should have a common look/theme (brand). The Home page needs to be simple and graphically appealing. The appropriate logo should be on every page as well as a common header. All font types and basic layout should be used throughout the site.
5. Meet ADA Priority 1 requirements.
6. Be easily upgradeable and user friendly.

The information on the website should be directed towards the public, businesses, visitors, other government agencies, civic groups, associations, youth and senior citizen groups.

### **4. GENERAL AND DESIRED ENHANCEMENTS**

1. Re-create and greatly enhance the City's existing website to be resourceful, informative, and serve as a marketing asset that provides a friendly environment, which emphasizes access to the public.
2. Develop a highly beneficial, cost-effective, easy to use, interactive, and architecturally sound website that will remain viable for a minimum of ten years.
3. The City's preferred website model calls for authorized members to have the ability to perform routine content management tasks related to information such as the posting of meeting dates, agendas, minutes, calendar events, removing old and outdated information and general noticing. Therefore, a system needs to allow maintenance and updating capabilities by non-technical staff.
4. Create a consistent and standardized format and enhanced graphical look for all pages;

thereby establishing a unified theme (brand) throughout the City's website. However, the established theme should allow the flexibility for the seven operating departments and three target audiences (residents, businesses, and visitors).

5. For ease of use, the City's website must provide consistent orientation and navigational aids, such as hierarchical menus that tell users how deep they are into a topic or subtopic as well as a homepage link or icon on each page in the same position.
6. The City anticipates future expansion of its e-commerce use, and the re-design should facilitate future capability of online transactions.
7. Allow for interactivity. Include e-mail response, surveys, feedback, online forms, online payments, fillable forms, Pothole reporting, and access to various event calendars.
8. Graphic and/or image files should be relative to the site. Design with simplicity to allow for quickest loading. Web pages should be tested using multiple browsers (Firefox, Chrome, Internet Explorer, etc.). In addition, varying load speeds (dial up fiber optic) to ensure each webpage can be accessed in a timely manner.
9. Provide for transfer of videos for viewing of Council meetings or other on line video programing.
10. Use industry-standard techniques to ensure indexing and listing by all major search engines, including use of META tags, SEO-friendly URLs and site structure.
11. Provide detailed page-level analytics including traffic sources (use of free Google analytics is suggested). Maintenance software, which includes reporting functions, would be valuable.
12. Form Printing. A number of static forms will be available for printing. Website must have links or embedded plug-ins such as Java and Adobe for opening and viewing these documents.
13. Develop or be able to reference online training materials that permit content creation, loading, editing, deleting, and archiving by our web masters.
14. Transfer relevant content from the existing City site to the new site. Archive any remaining data.
15. Provide training to City staff so that the authorized members have the ability to perform routine content management tasks related to information such as the posting of meeting dates, agendas, minutes, calendar events, removing old and outdated information and general noticing. The training needs to be thorough and simple enough to allow maintenance and updating capabilities by non-technical staff.

Although the City has some specific requirements, we are also interested in your ideas for content, and more specifically, your approach in re-designing the style of the City website. We encourage respondents to consider and propose alternative solutions, recommendations and improvements.

## **5. REQUESTED INFORMATION & PROPOSAL FORMAT**

This section instructs respondents on procedures related to the submission of proposals:

1. The title page of the proposal must contain your firm's name, address, telephone number, principal contact, fax number and email address.
2. The proposal should contain a table of contents.
3. The proposal should include necessary software and hardware, any additional



communication requirements, integration needs and potential costs necessary to host and maintain the website (i.e. hardware, software, installation, licensing, training, etc.), including any annual licensing fees which will apply in the future after completion of the consultants work.

4. Proposal should be all encompassing, with a single vendor identified as the “responsible lead vendor.” Please indicate any needed subcontracted services required to meet the needs of the proposal or clearly indicate what portion of the services are not included as part of your proposal.
5. The proposal should include an estimated summary timeline for completion of each phase of the project, as well as a list of deliverables for each phase of the project. This should be as realistic as possible since this will be part of the contractual agreement.
6. A detailed work plan describing your approach to designing, managing and coordinating this project. The description should include all tasks listed in the scope of work for all phases of the project and a tentative schedule
7. Collection of information. Please state how you intend to gather all the required information, format preferred, and assistance expected from the City in order to complete this project.
8. Years of experience related to website design. Provide a list of comparable websites, including public sector, governmental agencies, and non-profit organizations designed by your firm. Include the website address, company/agency contact person, address, telephone number, and hard copies of the Home Pages. These companies/agencies may be contacted for references.
9. Enclose a section on relevant website development experience and information on the extent of your firm’s abilities to meet the needs of this project. Please provide a sample of what you envision as the home page for all three levels for the site.
10. The proposal should contain the total project cost, as well as detailed “line item” costs for components/phases of the project. All hourly rates and fees, charges, costs and anticipated reimbursable costs, must be clearly stated.
11. The original Proposal must be sent via regular mail, but the City would also like an electronic version of the proposal via email to [jmontgomery@cityoforting.org](mailto:jmontgomery@cityoforting.org).
12. All Proposals must be submitted on or before 4:00 p.m. on \_\_\_\_\_, 2018

## **6. PROPOSAL EVALUATION AND SELECTION PROCESS**

### **A. Evaluation and Selection Criteria.**

Selection of a qualified contractor will be made at the discretion of the City of Orting, which reserves the right to accept or reject any and all proposals. All proposals shall be submitted in the format outlined herein. In preparing submissions, respondents should describe in detail the services proposed to be provided and how service delivery will be accomplished. Respondents should also identify equipment requirements and the cost of providing website design for each category identified. The minimum levels of services to be provided are described in this RFP.

The City of Orting will receive competitive proposals from firms having specific experience and qualifications in the areas identified in this solicitation. Under competitive negotiation procedures, the terms of the service contract, the price of the service, the method of service delivery, and the



conditions of performance are all negotiable. A negotiated contract will be awarded to the agency that best meets the proposed needs at a reasonable price, not necessarily at the lowest price.

The following items will be considered in making a selection of the contractor, though they may not be equally weighed in the review process:

Item	Maximum Points
Experience, skills and qualifications	20 points
Merits of the Proposal including scope of work and approach to addressing tasks	20 points
Timeline and proposed schedule	15 points
Customer support, responsiveness, and timeliness	15 points
References and prior experience with similar work	15 points

City’s Staff shall review and evaluate all proposals and, if appropriate, request a preliminary concept for the design and navigation of Orting’s Web site. Evaluation of responses will be based, in part, on the criteria listed above, as well as the following:

1. Demonstrated competence and professional qualifications necessary for successfully performing the work required by City of Orting as stated in the RFP.
2. Recent experience in successfully performing similar services, and the backgrounds and experience of the specific individuals to be assigned to this project.
3. Standard hourly billing rates for the assigned staff, including any sub consultants; sub-contracts; project rate; or module design rate.
4. Experience in making a website interactive, user friendly, informative, and attractive to the website user.
5. Experience in content management website construction. Preference will be given to respondents who have developed successful websites for other non-profits, municipalities and/or government agencies. Please list the URL of any website you have developed or are developing for said agencies.
6. Demonstrated creativity in website development.
7. References.
8. Cost estimate, including:
  - First Year development fees including: Days/hours of training, number of employees to be trained, on-site or webinar; amount of content migration (entire website or a specific number of pages); additional products/functionality
  - Ongoing fees for hosting, maintenance and support for Year 2 and beyond
9. Extent to which the design concept reflects the objectives noted in this RFP.

B. Final Selection.

Following the review of the proposals, and possible presentation and interviews, the City may further invite a firm(s) to formally meet with Orting's Web Site Team prior to making a final determination to address additional inquiries and to discuss and/or negotiate terms and conditions for a final contract. Factors that will determine the final selection will include the finalization of terms in regards to service agreements, costs, website security, and ease of use. However, the City reserves the right to reject any or all quotations, waive any informality in RFP's, and to accept or reject any items thereon.

**7. CONTRACT COMMENCEMENT AND COMPLETION**

The selected firm will be required to enter into an Agreement for the project with the City, and obtain a City business license. Any contract resulting from this RFP shall not be effective unless, and until, approved by the City of Orting. Upon approval, the contract shall start within 30 days after the award of the contract. The estimated completion date shall be defined in the proposal submitted by the selected firm, but shall be no later than 120 days from the award of the contract.

**8. MISCELLANEOUS RELEVANT INSTRUCTIONS**

1. The City of Orting Council reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in the City Council's sole judgment, best meets the requirements of the project.
2. The RFP creates no obligation on the part of the City to award a contract or to compensate the proposer for any costs incurred during proposal presentation, response, submission, presentation, or oral interviews (if held). The City reserves the right to award a contract based upon proposals received without further discussion or negotiation.
3. The City further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the City may request.
4. Proposers must specifically identify any portions of their submittals deemed to contain confidential or proprietary information, or trade secrets. Such designations will not necessarily be conclusive, and proposers may be required to justify why the City Council should not, upon written request, disclose such materials.
5. The vendor awarded said contract will be subject to City of Orting business license as required in the City of Orting municipal code.
6. Incorporation of Proposal into Contract. This and the vendor's response, including all promises, warranties, commitments, and representations made in the successful proposal, shall be binding and incorporated by reference in the City's contract with the vendor.

7. A vendor may not submit the vendor's own contract terms and conditions in a response to this. If a proposal contains such terms and conditions, City, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
8. In submitting a response to this RFP, the Proposer agrees that in the event litigation concerning or arising out of the above-referenced agreement or this RFP, Proposals submitted in response to this RFP or related process, the sole venue of any legal action shall be Pierce County Superior Court, and the laws governing the interpretation of the agreement, this RFP or related process shall be Washington Law.
9. In submitting a Proposal, the Proposer agrees to indemnify and hold the City harmless of all liability, risks, costs, claims, actions, suits, demands, losses expenses, injuries and damages of any kind arising directly or indirectly out of, or in connection with, the City's handling of the RFP process, including, but not limited to, the rejection of any or all Proposals.

## CERTIFICATION

I have read the Request for Proposal (RFP) for **Website Design, Software Maintenance & Updating** and fully understand its intent. I understand that our ability to meet the criteria and provide the required services shall be reviewed by the City, which will develop a recommendation for City Council consideration regarding the selection of the most advantageous Website Design, Software Maintenance & Updating Services. It is understood that all information included in, attached to, or required by this RFP shall become public record upon delivery to the City.

With my signature, I certify the following:

1. I am authorized to commit my firm to this Proposal and that the information herein is valid for 90 days from this date.
2. That all information presented herein is accurate and complete and that the services and equipment can be delivered as presented in this Proposal upon the City's request.
3. That I have had an opportunity to ask questions regarding this RFP and that those questions have been answered.
4. That I understand that any material omission of required forms or information may result in rejection of this Proposal as non-responsive.
5. That this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal, and is in all respects fair and without collusion or fraud.
6. That the completion of the Proposal is a binding commitment to provide Website Design, Software Maintenance & Updating Services as proposed therein.

Proposer Signature _____	Date _____
Name (printed) _____	Title _____
Address _____	
Phone _____	Fax _____
Email Address _____	

## [TEMPLATE] CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into by and between the City of Orting, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and \_\_\_\_\_, a Washington corporation, hereinafter referred to as "the Contractor," whose principal office is located at \_\_\_\_\_.

**WHEREAS**, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

**WHEREAS**, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

**IN CONSIDERATION OF** the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

- 1. Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth, inclusive of Contractor's "General Terms and Conditions for Professional Services," however, if any terms of Exhibit A conflict with this Agreement, the terms of the Agreement shall bind. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- 2. Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$\_\_\_\_\_.
- 3. Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
- 4. Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon mutual execution of this Agreement, and ending \_\_\_\_\_, unless sooner terminated under the provisions hereinafter specified.
- 5. Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.



6. **Indemnification.** The Contractor shall defend, indemnify and hold the City, its officers, agents, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
7. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  2. Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.



3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

D. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

E. **Subcontractors.** The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

F. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

## 8. Record Keeping and Reporting.

A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. **Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
11. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.
13. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.
14. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
15. **Notices.** Notices to the City of Orting shall be sent to the following address:  
  
City Clerk, City of Orting  
110 Train Street SE - PO Box 489  
Orting, WA 98360  
  
Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.
16. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF ORTING

CONTRACTOR

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

By: \_\_\_\_\_  
(Print Name)

ATTEST/AUTHENTICATED:

ADDRESS

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

## **EXHIBIT B**

### **PAYMENT SCHEDULE**

The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:

1. Payment for the work provided by the Consultant shall not exceed \$ \_\_\_\_\_ without express written modification of the Agreement, signed by the City.
2. The Consultant may submit invoices and/or vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such invoices/vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
3. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
4. Payment as provided herein shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
5. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of seven (7) years after final payments. Copies shall be made available upon request.



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject: 2019 Budget</b>		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>	N/A	<b>AB18-92</b>	
	<b>For Agenda of:</b>	N/A	<b>10/17/18</b>	
	<b>Department:</b>	Finance		
	<b>Date Submitted:</b>	October 11, 2018		
<b>Cost of Item:</b>	<u>Approximately \$21 million</u>			
<b>Amount Budgeted:</b>	<u>N/A</u>			
<b>Unexpended Balance:</b>	<u>N/A</u>			
<b>Bars #:</b>	<u>N/A</u>			
<b>Timeline:</b>	<u>N/A</u>			
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Budget Document				
<b>SUMMARY STATEMENT:</b> This item will consist of a general discussion on the 2019 budget as well as updates from the budget retreat.				
<b>RECOMMENDED ACTION:</b> None				



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject: Discussion Pertaining To Proposed Institution Of Term Limits For Councilmembers</b>		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>		<b>AB18-93</b>	
	<b>For Agenda of:</b>	CGA, 10/ 04/18	<b>10/17/18</b>	
	<b>Department:</b>	<b>Council (CGA)</b>		
<b>Date Submitted:</b>	<b>10/04/18</b>			
<b>Cost of Item:</b>	_ \$			
<b>Amount Budgeted:</b>	_ \$			
<b>Unexpended Balance:</b>	_ \$			
<b>Bars #:</b>				
<b>Timeline:</b>	<b>Unknown</b>			
<b>Submitted By:</b>	<b>CGA Chair Nicola McDonald</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Confidential Memorandum of City Attorney, dated 10/11/18				
<b>SUMMARY STATEMENT:</b>				
<p>In approximately June, the Community and Government Affairs (CGA) Committee began discussions pertaining to the institution of term limits for Councilmembers. The CGA Committee discussed the benefits and disadvantages posed by term limits, and desires to continue that conversation with the full City Council at a study session.</p> <p>Jurisdictions in Washington with term limits for elected officials include Edgewood (two consecutive terms); Port Angeles (three consecutive terms); Tacoma (ten consecutive years); and Spokane (two consecutive terms).</p>				
<b>RECOMMENDED ACTION:</b> TBD-As a result of the discussion at study session, the City Council may take no action, or may direct staff to prepare an Ordinance adopting term limits for City Councilmembers.				





**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject: Tourism Promotion Video</b>		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>	N/A	AB18-94	
	<b>For Agenda of:</b>		10.17.18	
	<b>Department:</b>			
<b>Date Submitted:</b>	10/11/18			
<b>Cost of Item:</b>	<u>\$5,000</u>			
<b>Amount Budgeted:</b>	<u>\$5,000</u>			
<b>Unexpended Balance:</b>	<u>\$ 5,000</u>			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	Bethune			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Video Presentation				
<b>SUMMARY STATEMENT:</b>				
<p>The Lodging Tax committee recommended to the Council in 2017 to have a video product made to promote tourism The City awarded RCC/RMC (PCTV) the contract to put together a tourism video of the city in 2017 for \$5,000. RCC provided a video example. The Lodging Tax Committee could not reach consensus on the product. The CGA Committee inherited some of the function of the Lodging Tax committee but in its most recent meeting could also not reach consensus on the video product and agreed to send it on to Study Session for Council to debate. The fund currently has \$6,168 in reserve for a tourism product.</p>				
<b>RECOMMENDED ACTION: TBD</b>				



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject: Review and Discussion of Proposed Amendments to City Council's Rules of Procedure</b>		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>		AB18-96	
	<b>For Agenda of:</b>		10/17/18	
	<b>Department:</b>	Council/Deputy Mayor Harmon		
	<b>Date Submitted:</b>	September 28, 2018		
<b>Cost of Item:</b>	_ \$			
<b>Amount Budgeted:</b>	_ \$			
<b>Unexpended Balance:</b>	_ \$			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	Deputy Mayor Harman			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Draft Amendments to City Council Rules of Procedure				
<b>SUMMARY STATEMENT:</b> Deputy Mayor Harmon proposed amendments to the City Council's Rules of Procedure in an effort to:				
<ul style="list-style-type: none"> <li>(1) Memorialize the process by which legislation flows from Council Committee, to Council Study Session, and finally to regular Council Meetings;</li> <li>(2) Memorialize the job duties of the Deputy Mayor as Chair of the Council Study Session and related duties; and</li> <li>(3) Establish Chair and Vice-Chair positions for each Council Committee, and clarify the procedures for selection of those positions.</li> </ul>				
Attached are draft amendments to the City Council's Rules of Procedure to effectuate the goals stated by Deputy Mayor Harman, for the Council's consideration. These amendments are shown in both "clean" (i.e., in final proposed form, without tracking), and "tracked" (i.e., identifying the proposed amendments in underline/strikethrough) formats.				
<b>RECOMMENDED ACTION:</b> Review and discuss the proposed amendments to the City Council's Rules of Procedure, take no action, or direct staff to prepare an Ordinance/Resolution Amending the City Council's Rules of Procedure in part or in whole.				



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject: Adoption of Revised City Fee Schedule, By Resolution No. 2018-17</b>		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>		<b>AB18-98</b>	
	<b>For Agenda of:</b>	N/A	<b>10/17/18</b>	10/31/18
	<b>Department:</b>	Finance/Administration		
	<b>Date Submitted:</b>	10/10/18		
<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>	None			
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b> N/A				
<b>Attachments:</b> 2018 Updated Fee Schedule				
<b>SUMMARY STATEMENT:</b> The City hired a new contract planner earlier in the year, and one of the first things they were tasked with was reviewing the City's planning fees. This fee schedule represents the revisions and additions as recommended by the new planner. The goal of all city fees is to recoup the City's cost when the work is being done to benefit a private purpose.				
<b>RECOMMENDED ACTION: Advance To Consent Agenda For The Council Meeting Of October 31, 2018.</b>				

**CITY OF ORTING**  
**WASHINGTON**  
**RESOLUTION NO. 2018-17**

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**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, ADOPTING AMENDED FEE SCHEDULE  
FOR 2018; AND ESTABLISHING AN EFFECTIVE DATE**

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**WHEREAS**, the City of Orting is authorized under RCW 35A.11.020, 35A.63.100(2) and RCW 19.27.040 to require licenses for the conduct of business, permits for the construction of structures and improvements, and to impose fees to recoup the costs of processing and/or providing services; and

**WHEREAS**, the Orting Municipal Code (OMC), at various places, establishes the bases for the assessment and/or collection of such license, permit fees and service charges; and

**WHEREAS**, the City Council finds that the fee schedule attached hereto as Exhibit A sets forth fees and charges that are reasonable and necessary for the year 2018; and

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

**Section 1. Adoption of Fee Schedule.** The City of Orting hereby adopts the “2018 Amended Fee Schedule” as attached hereto, identified as Exhibit A and hereby incorporated in full by this reference, for fees associated with the various licenses, permit processes, and other business activities of the City.

**Section 2. Severability.** If any section, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

**Section 3. Corrections Authorized.** The City Clerk is authorized to make necessary corrections to this resolution, including but not limited to correction of clerical errors.

**Section 4. Effective Date.** The fee schedule adopted by this resolution shall be effective upon its passage. An act consistent with the authority and prior to the effective date of this resolution is hereby ratified and affirmed.

**RESOLVED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 31<sup>ST</sup> DAY OF OCTOBER, 2018.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Jane Montgomery, City Clerk, CMC

Approved as to form:

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Charlotte A. Archer  
Kenyon Disend PLLC  
City Attorney

EXHIBIT A  
2018 AMENDED FEE SCHEDULE

BUSINESS LICENSE			
Category	Fees	BARS #	Citation
<b>Annual</b>			
1 - 2 Employees	\$40	001.321.99.00.00	Ord 729
3 - 5 Employees	\$55	001.321.99.00.00	Ord 729
6 & Over Employees	\$75	001.321.99.00.00	Ord 729
<b>Other</b>			
Change of Location	\$25	001.321.99.00.00	
Itinerant food vendor - 1 year	\$250	001.321.99.00.00	
One Day License	\$25	001.321.99.00.01	Ord 729
<b>ADMINISTRATIVE &amp; PERSONNEL FEES</b>			
Category	Fees	BARS#	Citation
<b>Public Records Request/Duplication (8.5 x 11 &amp; 8.5 x 17)</b>			
Single Sided	\$.15/ page	001.341.62.00.05	
Double Sided	\$.30/ page	001.341.62.00.05	
Document Scan - Single sided	\$.10/page		
Document Scan - Double sided	\$0.20/page		
Deposit	10% of estimated cost		
IT Expertise Required (quoted)	cost		
Mailing Container & Postage	cost		
Verbatim Transcript (vendor service)	cost		
Electronic Record: email, cloud storage, or other electronic delivery system	\$.05/ every 4 electronic files & \$.10/gigabyte		
Electronic Storage Device: thumb drive, flash drive, DVD, CD, or other electronic device	cost		
Certified Copy	\$1/document		
Sizes beyond 8.5 x 17	cost		
<b>Card Usage Fees (\$300 max sale)</b>			
Debit Card	\$1	001.341.43.00.00	Res 2010-13
Credit Card	\$2	001.341.43.00.00	Res 2010-13
<b>Passport fee</b>			
Passport Processing	\$35	001.322.10.07.00	Res 2010-7
<b>Golf Carts (Electric)</b>			
Golf Carts - Annual Fee	\$15	001.322.90.11.00	Ord 903
<b>Rejected Payments</b>			
Utilities	\$40	401.369.90.04.00	Res 2005-03
Parks & Rec	\$40	001.347.90.00.00	Res 2005-03
Municipal Court	\$40		



<b>ADMINISTRATIVE &amp; PERSONNEL FEES</b>			
<b>Parking Fee</b>			
Seasonal Parking (fisherman parking Sep-Nov)	\$10	001.369.90.05.00	Res 2011-3
<b>Gravel (2 yard max)</b>			
Gravel	\$15/yard	001.344.20.01.00	
<b>Other Charges</b>			
Lien Fees	Filing fee cost		
Telephone Utility Tax	6% of Gross Sales	001.316.47.00.00	
Franchise Fee	Per Contract	Per Contract	
Peg Fees	Per Contract	Per Contract	
Gambling Tax - Nonprofit	10% of net	Per Type	
Gambling Tax - For Profit	4% of gross	Per Type	
Stop Payment Fee	\$32		
<b>Staff Hourly Rates</b>			
City Administrator	\$80	Varies	
City Treasurer	\$70	Varies	
City Clerk	\$70	Varies	
Finance Staff	\$50	Varies	
Public Works Director	\$70	Varies	
Public Works Maintenance Staff	\$40	Varies	
Public Works Utility Staff	\$50	Varies	
Police Chief	\$80	Varies	
Police Clerk	\$40	Varies	
Police Officer	\$70	Varies	
Court Administrator	\$70	Varies	
Court Staff	\$50	Varies	
Building Official	\$75	Varies	
Building Staff	\$50	Varies	
Third Party Reviewers	Per Contract + 15% Administrative Fee		
<b>PARKS &amp; FACILITY RENTALS</b>			
Category	Fees	BARS #	Citation
<b>Gazebo and/or Barbeque Pit Rental</b>			
Resident	\$30	105.362.40.01.00	Res 2016-17
Non-Resident	\$60	105.362.40.01.00	Res 2016-17
Non-Profit	\$20	105.362.40.01.00	
<b>MPC Facility - Rental</b>			
Resident: M-F	\$150	001.362.40.00.00	Res 2016-17
Resident: Weekend	\$200	001.362.40.00.00	Res 2016-17
Resident: Weekend 1/2 day (max 4 hrs)	\$100	001.362.40.00.00	Res 2016-17
Non-Resident: M-F	\$200	001.362.40.00.00	Res 2016-17
Non-Resident: Weekend	\$250	001.362.40.00.00	Res 2016-17
Non-Resident: Weekend 1/2 day (max 4 hrs)	\$125	001.362.40.00.00	Res 2016-17
Non-Profit: M-F	\$20	001.362.40.00.00	Res 2016-17
Non-Profit: Weekend	\$100	001.362.40.00.00	Res 2016-17
Non-Profit: Weekend 1/2 day (max 4hrs)	\$50	001.362.40.00.00	Res 2016-17

**PARKS & FACILITY RENTALS**

<b>Orting Station - Rental</b>			
Residents	\$100	105.362.40.02.00	Res 2016-17
Non-Residents	\$200	105.362.40.02.00	Res 2016-17
Non-Profit	\$20	105.362.40.02.00	Res 2016-17
<b>Deposits</b>			
Gazebo, BBQ, Orting Station	\$50	105.362.40.02.00	Res 2016-17
MPC w/Alcohol Served: Banquet Permit Required	\$300	105.362.40.02.00	Res 2016-17
MPC Resident	\$150	001.386.00.03.00	Res 2016-17
MPC Non-Resident	\$150	001.386.00.03.00	Res 2016-17
MPC Non-Profit	\$150	001.386.00.03.00	Res 2016-17
<b>Gratzer Park - Hourly Rental</b>		<b>2 hour minimum charge for all rentals</b>	
Youth Resident	\$20	105.362.40.03.00	Res 2016-17
Youth Non-Resident	\$24	105.362.40.03.00	Res 2016-17
Youth Non-Profit	\$10	105.362.40.03.00	Res 2016-17
Adult Resident	\$28	105.362.40.03.00	Res 2016-17
Adult Non-Resident	\$34	105.362.40.03.00	Res 2016-17
Adult Non-Profit	\$14	105.362.40.03.00	Res 2016-17
<b>Gratzer Park - Tournament Rates</b>			
2-Day Resident	\$600	105.362.40.03.00	Res 2016-17
2-Day Non-Resident	\$720	105.362.40.03.00	Res 2016-17
2-Day Non-Profit	\$300	105.362.40.03.00	Res 2016-17
2-Day Holiday Resident	\$725	105.362.40.03.00	Res 2016-17
2-Day Holiday Non-Resident	\$875	105.362.40.03.00	Res 2016-17
2-Day Holiday Non-Profit	\$375	105.362.40.03.00	Res 2016-17
1-Day Resident	\$300	105.362.40.03.00	Res 2016-17
1-Day Non-Resident	\$375	105.362.40.03.00	Res 2016-17
1-Day Non-Profit	\$200	105.362.40.03.00	Res 2016-17
1-Day Resident	\$500	105.362.40.03.00	Res 2016-17
1-Day Non-Resident	\$585	105.362.40.03.00	Res 2016-17
1-Day Non-Profit	\$250	105.362.40.03.00	Res 2016-17
<b>Gratzer Park - Additional Items</b>			
Game Prep: Dragging, Lining & Bases	\$25/Prep	105.362.40.03.00	Res 2016-17
Portable Mounds	\$25/Day	105.362.40.03.00	Res 2016-17
<b>Special Events</b>			
Special Event Permit	\$200	001.362.40.04.00	Res 2016-17
Vendor Blanket Permit	\$100	001.362.40.04.00	Res 2016-17
Vendor 1-Day Event Permit	\$25	001.321.99.01.00	Res 2016-17
City Service: 1 Public Works Emp	\$50/hour	001.362.40.04.00	Res 2016-17
City Service: 1 Police Officer	\$75/hour	001.362.40.04.00	Res 2016-17
City Service: 1 Dumpster	\$20	001.362.40.04.00	Res 2016-17
City Service: 2 Porta Potties	\$150	001.362.40.04.00	Res 2016-17
City Service: Elec/Spider Boxes	\$50	001.362.40.04.00	Res 2016-17
City Service: Barricades/Cones/Signs	\$50	001.362.40.04.00	Res 2016-17
City Service: Street Sweep	\$95/hour	001.362.40.04.00	Res 2016-17
City Service: Portable Trailer Sign	\$50/per trailer, per day	001.362.40.04.00	Res 2016-17
City Service: Banner at Leber	\$35	001.362.40.04.00	Res 2016-17
City Service: Banner at Key Bank Sign	\$35	001.362.40.04.00	Res 2016-17

<b>CEMETERY</b>			
<b>Category</b>	<b>Fees</b>	<b>BARS #</b>	<b>Citation</b>
<b>Lots</b>			
Full Sized Resident	\$1,440	104.343.60.01.00	Res 2015-14
Full Sized Non-Resident	\$1,580	104.343.60.01.00	Res 2015-14
Cremaains Resident	\$525	104.343.60.01.00	Res 2015-14
Cremaains Non-Resident	\$575	104.343.60.01.00	Res 2015-14
Child Sized Lot	\$254	104.343.60.01.00	Res 2015-14
<b>Columbaria</b>			
Resident	\$500	104.343.60.09.00	Res 2015-14
Non-Resident	\$500	104.343.60.09.00	Res 2015-14
<b>Concrete Liners</b>			
Adult Grave Liner	\$500 (plus sales tax)	104.343.60.02.00	Res 2015-14
Child Grave Liner	\$400 (plus sales tax)	104.343.60.02.00	Res 2015-14
Cremaains Grave Liner	\$200 (plus sales tax)	104.343.60.02.00	Res 2015-14
<b>Opening &amp; Closing Costs</b>			
Adult Liner	\$700	104.343.60.03.00	Res 2015-14
Adult Vault	\$850	104.343.60.03.00	Res 2015-14
Cremaains	\$400	104.343.60.03.00	Res 2015-14
Child Liner	\$232	104.343.60.03.00	Res 2015-14
Child Vault	\$232	104.343.60.03.00	Res 2015-14
<b>Disinterment</b>			
Adult	\$3,500	104.343.60.03.00	Res 2015-14
Child	\$1,232	104.343.60.03.00	Res 2015-14
<b>Marker Setting Fees</b>			
Flat Marker	\$300	104.343.60.05.00	Res 2015-14
Resetting Fee	\$185	104.343.60.05.00	Res 2015-14
<b>Other Charges</b>			
Set Up Fee	\$75	104.343.60.08.00	Res 2015-14
Saturday Service	\$500	104.343.60.04.00	Res 2015-14
Vase Setting	\$84	104.343.60.06.00	Res 2015-14
Weekday Overtime	\$125/hr	104.343.60.01.00	Res 2015-14
<b>BUILDING PLAN REVIEW AND PERMIT FEES</b>			
<b>Category</b>	<b>Fees</b>	<b>BARS #</b>	<b>Citation</b>
<b>Architectural Design Review</b>			
Exterior Paint	\$50	001.345.83.03.00	Res #2008-24
Exterior Lighting	\$50	001.345.83.03.00	Res #2008-24
Exterior Remodel w/in Business Zone	\$250	001.345.83.03.00	Res #2008-24
Exterior Signage	\$50	001.345.83.03.00	Res #2008-24
New Construction w/in Business Zone	\$250	001.345.83.03.00	Res #2008-24



**BUILDING PLAN REVIEW AND PERMIT FEES**

**Buildings and Construction**

Building Permits & Fees are due at the time of building permit issuance.

<b>Building Permit Fees</b>	001.322.10.01.01	Res #2008-23
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If Valuation is Between:	
\$1 to \$500	Base Fee of \$141.00
\$5.01 to \$2,000	Base Fee of \$141.00
\$2,001 to \$25,000	\$141.00 minimum or \$69.25 for the first \$2,000 plus \$14.00 for each
\$25,001 to \$50,000	\$391.25 for the first \$25,000 plus \$10.10 for each additional
\$50,0001 to \$100,000	\$643.75 for the first \$50,000 plus \$7.00 for each additional \$1,000.00,
\$101,000 to \$500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional
\$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional
\$1,000,000 and up	\$5,608.75 for the first \$1,000,000 plus \$3.15 for each additional

**Residential (and Accessory) Building Valuation**

1. New construction, and remodels greater than 50%, of "R" occupancies (including finished basements and
  2. Private garages, storage buildings, green houses and similar structure shall be valued as Utility,
  3. Remodels less than 50% shall be valued at 50% of the table value from the ICC Building Valuation for the
- Note: all footnotes from the Building Valuation Data as published by the ICC shall apply.

**Commercial Structures and Improvements Valuation**

1. New construction, and remodels greater than 50%, of all occupancies are valued per the most current August
2. Written Contractor's Bid or Engineer's Estimate of cost if not specified in the published Building Valuation
3. Remodels less than 50%, permit and plan review fees shall be based upon 50% of the valuation for the

**Miscellaneous Valuations**

Covered Decks/Carport	\$20.38 per sf		
Decks	\$14.34 per sf		
Retaining Walls	\$21.61 per sf		

**Single Family and Duplex Combination Building Permit Fees**

Combination Building Fees are required for each new single-family residential structure and duplex, and are

Plumbing up to 3,000sf	\$150		
Plumbing over 3,000sf	\$300		
Mechanical up to 3,000sf	\$150		
Mechanical over 3,000sf	\$300		
Electrical up to 3,000sf	\$75		
Electrical over 3,000sf	\$150		

**Building Plan Check Fee**

In addition to the building permit fees, a plan check fee equal to 65% of the permit fee or a rate of \$70/hour with a one-hour minimum will be charged on all building permits. Payable at the time of building permit application submittal. Includes up to three (3) review cycles.

**Stock Plan Fees**

A full plan review fee based upon square footage, occupancy, and use of the building will be collected when the initial stock plan is submitted along with a one hour charge for the initial stock plan set-up. The plan review fee for the subsequent submittals is the greater of 20% of the building permit fee, or one hour charged at the current Building Official rate. The reduced plan check fee will cover review of site specific conditions and is intended to cover processing costs. If additional reviews are needed because of a geo-technical report or similar issues, hourly fees will be assessed based upon the current adopted fee schedule in effect at the time the building permit application was received. Stock plan use and limitations will be per current City of Orting stock plan policy at the time of submittal.

<b>BUILDING PLAN REVIEW AND PERMIT FEES</b>			
<b>Manufactured Housing</b>			
Manufactured Homes (w/o perimeter "concrete" foundation system)	\$528.50	001.322.10.02.00	Res #2008-24
Modular Home or Manufactured Home (w/perimeter "concrete" foundation system)	\$679.50	001.322.10.02.00	Res #2008-24
MH Title Elimination	\$33.50		
MH Runners/Tie downs	\$151.50		
<b>State Building Code Fee</b>			
All Projects	\$4.50		
Multi-family Projects	\$4.50		
MFR Projects - each additional card	\$2		
<b>Flood Elevation Certificate</b>			
	\$250		
<b>FEMA Letter of Map Amendment</b>			
	\$250		
<b>Miscellaneous Residential Permit Fees</b>			
Foundation Only	\$151.50		
Window Replacement in Existing Openings	\$117.50		
Roofing Only	\$117.50		
Below Ground Tank Removal/Abandonment	\$117.50		
Addressing Fee	\$173.50		
Large Scale Copies (Plans)	\$4.50 per page		
Structures or work requiring permits for which no fee is specifically indicated, <b>signs, pools</b> , etc., will be valued			
<b>Miscellaneous Commercial Permit Fees</b>			
Plan review fees for compliance to the Non-Residential Energy		001.345.83.02.00	Res #2008-24
Tank installation, or removal, permit fees will be valued per the			
Re-roof permit for commercial structures will be based upon the			
Change in Tenant Applications will be assessed \$141.00.			
Commercial Coaches will be assessed \$528.50. A separate plan			
Modular structures placed on permanent foundation system will			
Fence Permit	\$11.24 per sf		
<b>International Fire Code/Associated Fees</b>			
Plan review for fire code compliance of building plan review shall be established at 50% of the IBC plan review			
Fire related reviews and site visits for large lot short plat/subdivisions are based on the hourly rate of \$75/hour			
Automatic Fire Alarms - Fees assessed based upon submitted Contractor Bid and the Building Valuation			
Fixed Fire Suppression - Fees assessed based upon submitted Contractor Bid and the Building Valuation			
Automatic Sprinklers - Fees assessed based upon Building Permit Valuation schedule or upon submitted			
Fire Apparatus Road Review	\$75 per site		
Burn Permit:	\$160.50 per site		
<b>Fireworks Related Fees - Local Permit and License Fees (Limits pursuant to RCW 70.77.555.)</b>			
Retail Fireworks Stand Permit: \$100.00 for one retail sales permit for one selling season in a year. Cost includes			
Public Fireworks Display Permit: \$250.00 minimum permit fee and minimum 1/2 hour plan review or the total			



<b>BUILDING PLAN REVIEW AND PERMIT FEES</b>			
<b>Inspections and Plan Review Revisions Beyond Three Review Cycles</b>			
Site Inspection/Investigation	\$75 per trip	001.345.83.06.00	
Final Inspection/Expired Permit	\$75 per trip		
Plan Review Revisions	\$75 per hour		
Re-inspect Fee	\$75 per trip	001.345.83.06.00	
<b>Third Party Review</b>			
Geotechnical/Stormwater Review	Per 3rd Party Contract + 15% Administration Fee - Requires Minimum \$1,000 Deposit	001.345.83.01.00	
Appeals of Administrative Decisions			
Land Use Prosecutor/Deputy Prosecutor and or Legal Consultation Fee			
Any other Expedited or Third Party Review Fees		001.345.83.01.00	
<b>Mechanical Permits &amp; Fees - Multi-Family (3 or more units) and Commercial</b>			
		001.322.10.04.00	Res #2008-24
Basic permit fee plus itemized fees below:	\$45		
Heating and AC System or Air Handling Unit including ducts and vents	\$17		
Boiler or Compressor - Residential	\$17		
Boiler or Compressor - Non-Residential	\$60		
Commercial Refrigeration	\$60		
Ventilation/Exhaust Fan - Residential	\$8		
Ventilation/Exhaust Fan - Non- Residential, except as covered above in Heating or AC System above	\$17		
Commercial Hood, per mechanical exhaust and including ducts	\$5 each		
Incinerator - installation or relocation	\$75 each		
Appliance not otherwise covered	\$17		
Fuel Gas Piping			
- Each system of 1-4 outlets	\$12		
- Each additional outlet over 4 outlets	\$2.50 each		
<b>Plumbing Permits &amp; Fees - Multi-Family (3 or more units) and Commercial</b>			
		001.322.10.02.00	Res #2008-24
Basic permit fee plus itemized fees below:	\$45		
Per plumbing fixture or set of fixtures on one trap	\$8 each		
For meter to house service	\$8		
Fuel Gas Piping			
- Each system of 1-4 outlets	\$12		
- Each additional outlet over 4 outlets	\$2.50 each		
Per Drain for rainwater systems	\$8 each		
Per Lawn Sprinkler System, includes backflow prevention	\$8 each		
Per fixture for repair or alteration of drainage vent or piping	\$8 each		

**BUILDING PLAN REVIEW AND PERMIT FEES**

**Plumbing Permits & Fees - Multi-Family (3 or more units) and Commercial**

Per vacuum breaker or backflow protection device on tanks, vats, etc.	\$8 each		
Per interceptor for industrial waste pretreatment	\$8 each		
Medical Gas Piping			
- Each gas piping system of 1-5 outlets	\$60		
- Each additional outlet over 5 outlets	\$5 each		

**Demolition Permit**

Demolition Permit - Single Family Residential and Duplex	\$150	001.322.10.01.00	
Demolition Permit - Commercial and Multi-family	\$325	001.322.10.01.01	

**Grade and Fill License Fees**

Fees shall be based on the volume of the excavation and fill.	001.343.19.01.01	Res #2008-25	
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**Grading License**

50 cubic yards or less	\$15		
51-100 cubic yards	\$20		
101-1,000 cubic yards			
- For the first 100 cubic yards	\$20		
- For each additional 100 cubic yards or fraction	\$9		
1,001-10,000 cubic yards			
- For the first 1,000 cubic yards	\$101		
- For each additional 1,000 cubic yards or fraction	\$8		
10,001-100,000 cubic yards			
- For the first 10,000 cubic yards	\$173		
- For each additional 10,000 cubic yards or fraction	\$36		
100,001 or more cubic yards			
- For the first 100,000 cubic yards	\$497		
- For each additional 100,000 cubic yards or fraction	\$20		

In addition to the license fees, a grading plan check fee and a drainage plan check fee is charged for all grading licenses requiring plan review. Before accepting a set of plans and specifications for checking, the Building Official or City Engineer shall collect a plan checking fee.

<b>BUILDING PLAN REVIEW AND PERMIT FEES</b>			
<b>Grade and Fill Plan Check Fees</b>			
<b>Grading Plan Check Fees</b>			
50 cubic yards or less	\$50		
51-100 cubic yards	\$100		
101-1,000 cubic yards	\$250		
1,001-10,000 cubic yards	\$500		
For each additional 10,000 cubic yards or fraction	\$100		
For the first 100,000 cubic yards	\$1,000		
For each additional 10,000 cubic yards or fraction	\$100		
For the first 200,000 cubic yards	\$2,000		
For each additional 10,000 cubic yards or fraction	\$100		
Drainage Plan Check Fees Associated with a Grading License: fee plus \$1.00 for every 10,000sf of land area	\$100		
<b>Work Performed Prior to Permit Approval</b>		<b>Double Permit Fee</b>	
<b>LAND USE</b>			
The City may charge and collect fees from any applicant to cover costs incurred by the City in the review of plans, studies, monitoring reports and other documents to ensure code compliance, to mitigate impacts to critical areas and for all code-required monitoring.			
The applicant shall pay the following Land Use Review Deposit to cover third party review and administrative expenses. These fees are billed at cost for time and materials from third party reviewers plus a 15% administrative fee.			
Fees and deposits are charged per permit type needed and are cumulative.			
If the initial deposit is expended prior to the completion of project approval, the City will collect either an additional deposit in the amounts below, or an amount as estimated by the staff as needed to complete project review. Any fees not expended will be returned to the applicant.			
<b>Category</b>	<b>Deposit</b>	<b>BARS #</b>	<b>Citation</b>
<b>Annexation, Comprehensive Plan Amendments &amp; Rezones</b>			
Annexation	\$2,000		
Code Text Amendment	\$300		
Comprehensive Plan Map or Text Amendment - including rezones (Each)	\$2,000	001.322.90.07.00	
<b>Conditional Use Permits, Development Agreements, Site Plans &amp; Special Use Permits</b>			
Conditional Use Permit	\$1,500	001.322.90.07.00	
Development Agreement	\$1,500		
Site Plan Review (Minor/Major)	\$500/\$1,500		
Special Use Permit	2000	001.322.90.08.00	
<b>Hearings and Appeals</b>			
Appeal of Hearing Examiner's Decision, Administrative Decision or Environmental Decision	\$750		
Hearing Examiner Review	\$1,000		OMC 15-10-4



LAND USE			
<b>Environmental Review</b>			
Critical Areas Review - for those projects that propose impacts to critical areas, billed at the cost of contract biologist's review	100% of Contract costs plus 15% administrative fee		
SEPA Environmental Checklist Review and Determination	\$1,000	001.345.83.04.00	
Environmental Impact Statement - includes coordination, review and appeal of draft and final EIS	100% of Contract costs plus 15% administrative fee	001.345.83.00.00	
<b>Home Occupation Permits</b>	\$500		
<b>Plats</b>			
Developer's Extension Agreement for all Binding Site Plans, Short Plats, Preliminary Plats, Cottage Housing, Developers Agreements and Planned Unit Developments	\$3,000		
Binding Site Plan	\$1,800	001.322.90.10.00	
Boundary Line Adjustment	\$500	001.322.90.04.00	
Short Plat	\$1,400	001.322.90.03.00	
Preliminary Plat	\$4,000	001.322.90.10.00	
Final Plat, PUD or Binding Site Plan	\$500	001.322.90.05.01	
Cottage Housing Development	\$1,500	001.322.90.03.00	
Plat Alteration (Minor/Major)	\$500/\$1,000	001.345.83.07.00	
Plat Vacation	\$300	001.345.83.07.00	
Planned Unit Development	\$4,000	001.322.90.05.01	
<b>Shorelines</b>			
Shoreline Substantial Development Permit	\$1,000	001.345.83.08.00	
Shoreline Conditional Use Permit	\$1,500	001.345.83.08.00	
Shoreline Variance	\$1,500	001.345.83.08.00	
<b>Variances (except Shoreline)</b>			
Variances (Titles 11-14)	\$1,200	001.322.90.02.00	
Variances Noise	\$100		
Variances Sign Code	\$250	001.322.90.06.00	
<b>Zoning Compliance Letter</b>	\$400		
<b>Preapplication Meeting</b>	\$300		
<b>UTILITIES &amp; STREETS</b>			
<b>Category</b>	<b>Fees</b>	<b>BARS #</b>	<b>Citation</b>
<b>Water Disconnect/Meter Removal</b>			
Residential - Inside City Limits	\$100	401.369.90.03.00	Ord 904
Commercial - Inside City Limits	\$200	401.369.90.03.00	Ord 904
Residential - Outside City Limits	\$200	401.369.90.03.00	Ord 904
Commercial - Outside City Limits	\$300	401.369.90.03.00	Ord 904

UTILITIES & STREETS			
<b>Sewer Connect Fee</b>			
Residential - Inside City Limits	\$100	408.369.90.00.00	Ord 904
Commercial - Inside City Limits	\$200	408.369.90.00.00	Ord 904
Residential - Outside City Limits	\$200	408.369.90.00.00	Ord 904
Commercial - Outside City Limits	\$300	408.369.90.00.00	Ord 904
<b>Sewer Disconnect Fee</b>			
Residential - Inside City Limits	\$100	408.369.90.00.00	Ord 904
Commercial - Inside City Limits	\$200	408.369.90.00.00	Ord 904
Residential - Outside City Limits	\$200	408.369.90.00.00	Ord 904
Commercial - Outside City Limits	\$300	408.369.90.00.00	Ord 904
<b>Bulk Water Use (Hydrant Permit)</b>			
Application Fee	\$100	401.369.90.01.00	Res 1994-03
Hydrant Damage Deposit	\$1,500	401.368.10.00.00.	Res 1994-03
Fee for Opening Hydrant w/o permit	\$200 + cost of water		
<b>Water Hookup Fees</b>			
Inside City Limits	\$475	401.343.40.02.00	Res 2004-06
Outside City Limits	\$515	401.343.40.02.00	Res 2004-06
<b>Wastewater Hookup Fees</b>			
Inside City Limits	\$460	408.343.50.02.00	Res 2004-06
Outside City Limits	\$506	408.343.50.02.00	Res 2004-06
<b>Water Rates - Monthly</b>			
In City Base Rate: Meter Size 0.75 - Res/Comm	\$23.00	401.343.40.01.00	
In City Base Rate: Meter Size 1.0-1.5 - Res/Comm	\$37.55	401.343.40.01.00	
In City Base Rate: Meter Size 2.0-4.0 - Res/Comm	\$53.33	401.343.40.01.00	
In City Base Rate: Senior/Disable Rate - Res.	\$17.25	401.343.40.01.00	
Consumption: Commercial	\$3.47 per 100cf	401.343.40.01.00	
Residential Consumption: 100-600 cf	\$2.50 per 100cf	401.343.40.01.00	
Residential Consumption: 601-1700 cf	\$3.35 per 100cf	401.343.40.01.00	
Residential Consumption: 1701 + cf	\$5.04 per 100cf	401.343.40.01.00	
Qualified Low Inc. Consumption: 0-600 cf	\$1.87 per 100cf	401.343.40.01.00	
Qualified Low Inc. Consumption: 601-1700 cf	\$2.51 per 100cf	401.343.40.01.00	
Qualified Low Inc. Consumption: 1701+ cf	\$3.78 per 100cf	401.343.40.01.00	
Out of City Base Rate & Consumption	10% above in city	401.343.40.01.00	

UTILITIES & STREETS			
<b>Sewer Rates - Monthly</b>			
Residential	\$47.18	408.343.50.01.00	
Residential - Snowbird	\$34.31	408.343.50.01.00	
Residential - Qualified Low Income	\$35.38	408.343.50.01.00	
High Cedars - Residential	\$59.91	408.343.50.01.00	
Commercial - Domestic <sup>1</sup> Churches, Lodges, Businesss, Library, Commercial Residence, Daycare, Schools	Water Base Rate + Water Consumption @ \$4.86 per 100cf	408.343.50.01.00	
Commercial - Domestic <sup>2</sup> Restaurant, Grocery with Deli, Other Food Related Businesses	Water Base Rate + Water Consumption @ \$8.61 per 100cf	408.343.50.01.00	
<b>Stormwater Rate - Monthly</b>			
Residential - Per Connection	\$23.21	410.343.10.00.00	
Commercial - Per Connection	\$23.21	410.343.10.00.00	
<b>Deposit &amp; Penalties</b>			
Customer Utility Deposit	\$150	634.386.00.04.00	Res 2004-13
Late Fee	\$10	401.343.40.03.00	
Shut Off	\$50	401.359.90.00.00	
<b>Misc. Fees</b>			
Meter Padlock Removal (cut lock)	\$35		
Side Sewer 2nd Reinspection	\$75		
Final Sewer 2nd Reinspection	\$75		
Water Meter Drop 2nd Reinspection	\$75		
After Hours Emergency Water Shut Off	\$80		
Property Inspection (water on/off) - Beyond 1st request for same property	\$25		
<b>Streets</b>			
Street Opening Permit	\$50 + 5% project cost	001.322.40.01.00	Res #2008-24
<b>GENERAL FACILITY CHARGES &amp; IMPACT FEES</b>			
Category	Fees	BARS #	Citation
<b>General Facility Charges</b>			
<b>Water</b>			
General Facility Charges - Inside/ Outside City Limits	\$4,037.98 per ERU*	401.343.40.04.00	Ord 907
1% Water Facility Enhancement Surcharge	\$40.38 per ERU*	401.343.40.05.00	Ord 907
<b>Sewer</b>			
General Facility Charges - Inside/ Outside City Limits	\$8680.76 per ERU*	408.343.50.04.00	Ord 907
1% Wastewater Facility Enhancement Surcharge	\$86.81 per ERU*	408.343.50.05.00	Ord 907



<b>GENERAL FACILITY CHARGES &amp; IMPACT FEES</b>			
<b>Storm</b>			
General Facility Charges - Inside City Limits Only	\$968.14 per ERU*	410.343.10.01.00	Ord 907
1% Stormwater Surcharge	\$9.68 per ERU*	410.343.10.02.01	Ord 907
<b>Impact Fees</b>			
<b>Parks</b>			
Park Impact Fee	\$830	105.345.85.00.00	Res 2003-11
<b>Transportation</b>			
Transportation Impact Fee	2149 per PM Peak Hour Trip	320.345.85.00.00	Ord 844
<b>School Impact Fees</b>		<b>Set by Orting School District</b>	
Single Family Residence and Duplex	\$3,577 per unit		
Multi-family Residence (3 or more units)	\$1,886 per unit		
*ERU - Equivalent Residential Unit, One single family home			



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject:</b> Orting Library & MPC Re-Roof And R & R Of Siding		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>	N/A	AB18-99	
	<b>For Agenda of:</b>		10.17.18	
	<b>Department:</b>			
	<b>Date Submitted:</b>			
<b>Cost of Item:</b>		One half of \$52,332.86 or \$26,166.43		
<b>Amount Budgeted:</b>		\$ \$20,000 for 2018 and \$25,000 for 2019		
<b>Unexpended Balance:</b>		\$ 0		
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>		Mark Bethune		
<b>Fiscal Note:</b>				
<b>Attachments:</b> Bid document and low bidder response				
<b>SUMMARY STATEMENT:</b>				
<p>The library/MPC roof is at life end. The City and Pierce County Library are in a partnership to share the cost of a re-roof. The city went out for bids to 14 roofing contractors but only received one bid from D&amp;D Construction of Orting. The overall cost for a 50 year heavy laminated shingle and hardiplank shingle siding is \$52,332.86. Orting's share is \$26,166.53.</p> <p>The city budgeted for HVAC and roof replacement for 2018 at an overall cost of \$40,000. The city's share of the HVAC was about \$19,500. This leaves about \$20,500 for the re-roof. Staff is recommending we go ahead and get the roof replaced in 2018 and expend and additional \$5,666.</p>				
<b>RECOMMENDED ACTION: Move Forward to Council meeting of 10/31 Consent Agenda.</b>				

110 Train St SE  
lhinds@cityoforting.org  
Orting, WA 98360

(360) 893-2219 x139

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**BID REQUEST, SPECIFICATIONS AND CONTRACT DOCUMENTS**

**Project No.: PW2018-02**

**Budget Item: 001.575.50.48.00**

**Project Name: Orting Library & MPC Re-Roof and R&R Shake Siding**

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**Bidders Checklist**

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**Instructions to Bidders**

**Section 2**

**Specifications / Scope of Work**

**Section 3**

**Bid Price Sheet**

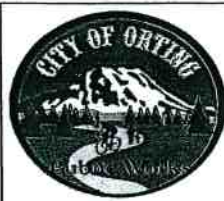
**Section 4**

**Contract**

# CITY OF ORTING

110 Train St SE  
lhinds@cityoforting.org  
Orting, WA 98360

(360) 893-2219 x139



## BIDDER RESPONSIBILITY CHECKLIST

The following checklist is used in documenting that a bidder meets the mandatory Bidder Responsibility Criteria. Please print a copy of documentation from the appropriate website to be included with the submittal.

### GENERAL INFORMATION

Project Name: <i>Orting Library &amp; MPC Re-Roof and B&amp;R Snake Siding</i>	Project Number: <i>PW2018-02</i>
Bidder's Business Name: <i>D&amp;D Construction Inc.</i>	Bid Submittal Deadline: <i>Oct. 17, 2018 10 a.m.</i>

### CONTRACTOR REGISTRATION

License Number: <i>DDCONTI 96308</i>	Status: Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline): <i>11/2/2004</i>	Expiration Date: <i>5/15/2020</i>

### CONTRACTOR INFRACTION LIST

Is Bidder on Infraction List:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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### CURRENT UBI NUMBER

UBI Number: <i>601 618 199</i>	Account Closed: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
--------------------------------	--

### INDUSTRIAL INSURANCE COVERAGE

Account Number: <i>601 618 199</i>	Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
------------------------------------	--

### EMPLOYMENT SECURITY DEPARTMENT NUMBER

Employment Security Department Number: <i>836390-00-3</i>	
---	--

Please Provide a copy of your latest correspondence, containing your account number, with Employment Security Department. Please do not provide document containing personal information such as social security numbers.

### STATE EXCISE TAX REGISTRATION NUMBER

Tax Registration Number: <i>91 168 3251</i>	Account Closed: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
---	--

### NOT DISQUALIFIED FROM BIDDING

Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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### INFORMATION SUPPLIED BY:

Print Name of Bidder Representative: <i>Cindy Schrader</i>	Date: <i>10/11/18</i>
--	-----------------------

### VERIFIED BY:

Signature of District Employee	Date
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# CITY OF ORTING

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110 Train St SE  
lhinds@cityoforting.org  
Orting, WA 98360

(360) 893-2219 x139

## INVITATION TO BID

Notice is hereby given that the City of Orting will receive bids for the public works project described herein.

### **General Project Description:**

This project includes removing and replacing existing roofing and shake siding of the City of Orting Library/MPC, pursuant to the Scope of Work in this bid packet.

### **Proposal Submittal Deadline & Location:**

October 11, 2018 / 10 a.m.  
City of Orting  
110 Train St Se  
Orting, WA 98360

### **Email Technical Questions or call to:**

[greed@cityoforting.org](mailto:greed@cityoforting.org) (360) 893-2219 x138

### **Mail Proposals To:**

City of Orting  
PO Box 489  
Orting, WA 98360

### **Hand Carry Proposals To:**

City of Orting  
110 Train St SE  
Orting, WA 98360

### **Mark Envelope:**

Orting Library & MPC Re-Roof and R&R Shake Siding  
PW 2018-02  
Attn: Laura Hinds



# CITY OF ORTING

110 Train St SE  
lhinds@cityoforting.org  
Orting, WA 98360

(360) 893-2219 x139

## SECTION 1 Orting Library & MPC Re-Roof and R&R Shake Siding BID INSTRUCTIONS:

Bids shall be prepared, submitted and received in accordance with the following:

### 1. CONTRACT DESCRIPTION

This project consists of the work described at Section 2 of this packet, *Specifications*. Work will commence 15-days after Council Approval of the bid award and contract, provided all terms and conditions are met in the agreement, and shall terminate upon completion of the work (*see Standard Specifications*). The City reserves the right to re-bid at any time if the conditions are not met prior to the designated start date.

Before submitting a bid, each bidder will, at the bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, overhead and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the work in which the bidder deems necessary to determine its bid for performing the work in accordance with the time, price, and other terms and conditions of the Specifications, Proposal and Contract Documents. The bidder shall be responsible for all costs associated with these additional examinations including all restoration work and damages which may be a result of such investigation.

### 2. CONTRACT DOCUMENTS

The contract includes the Bidders Checklist, Instructions to Bidders, Specifications & Scope of work, Bid Price Sheet and Contract, attached hereto. Only bids submitted on forms furnished by the City will be considered. Bids on company letterhead or quotation sheets will be judged non-responsive. Telephone or Facsimile bids will not be accepted. Paper bids shall be sealed in an envelope. No bid received after closing time shall be considered. Bid opening will be at Orting City Hall at time specified.

The intent of these documents is to include all labor, materials, appliances, and services of every kind necessary for the proper execution of work, and the terms and conditions of payment therefor.

The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

The Contractor agrees to verify all measurements set forth in the above documents and to report all differences in measurements before commencing to perform any work hereunder.

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### 3. CONTRACT AWARD

A contract or contracts, if awarded, will be based upon the lowest responsive and responsible bid or bids per RCW 39.04.350, based on unit prices per estimated quantities as defined in more detail in the bid documents. The City reserves the right to reject any and all bids, to delete portions or all of the work, to substitute alternative bid item prices for base bid item prices, to waive any informality in bidding, and to make the award deemed to be in the best interest of the City. Proposals received after the deadline stated herein will not be considered. Final quantities are not known and are subject to Owners approval. The right is reserved by the City to waive any immaterial bid errors or irregularities in the bidding and reserves the right to correct arithmetical errors or discrepancies between unit prices and extended amounts if the intended bid is ascertainable from the face of the bid.

### 4. INSURANCE

The CONTRACTOR shall submit to the City of Orting, within 15-days of the contract effective date, a Certificate of Insurance, which outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

### 5. BID SUBMITTALS

Submitted bids shall include a completed Bidders Checklist, bid price sheet (included in this package), materials & equipment list, and a list of three references prior to start of work. Any bid without this information will not be considered.

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## SECTION 2 Orting Library & MPC Re-Roof and R&R Shake Siding SPECIFICATIONS / SCOPE OF WORK

### GENERAL: PART 1

1. The Contractor shall certify that the roofing work included in this contract will be installed in strict accordance with all requirements of the plans and specifications and in accordance with approved roofing manufacturer's recommendations.
2. The Contractor shall guarantee the workmanship for the roofing and associated work including but not limited to all flashing and counter flashing both composition and metals, roof decking and /or sheathing; all materials used as a roof substrate or insulation over which roof is applied; promenade decks or any other work on the surface of the roof; metal work; gravel stops and roof expansion joints to be absolutely watertight and free from all leaks, due to faulty or defective materials and workmanship for a period of 5 years, starting on the date of substantial completion of the project. This guarantee does not include liability for damage to interior contents of building due to roof leaks, nor does it extend to any deficiency which was caused by the failure of work which the Contractor did not damage or did not accomplish or was not charged to accomplish.
3. Subject to terms and conditions listed below, the Contractor also guarantees that during the Guarantee Period he/she will, at his own cost and expense, make or cause to be made such repairs to, or replacements of said work, in accordance with the roofing manufacturers standards as are necessary to correct faulty and defective work and/or materials which may develop in the work including, but not limited to: blisters, delamination, exposed felts, ridges, wrinkles, splits, warped insulation and/or loose flashings, etc. in a manner pursuant to the total anticipated life of the roofing system and the best standards applicable to the particular roof type in value and in accordance with construction documents as are necessary to maintain said work in satisfactory condition, and further, to respond on or within three (3) calendar days upon proper notification or leaks or defects by the Owner or Architect.

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## **Regulations, Codes and Permits:**

1. To the extent applicable, all work, equipment or materials shall comply with Washington State vehicle regulations, Federal regulations, OSHA and WISHA requirements, to include EPA Standards and City safety codes.
2. Compliance with but not limited to all State and Local building codes, Pierce County Clean Air Authority regulations, Washington State Department of Labor and Industries & current International Building Code (IBC). In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.
3. The Contractor must obtain, schedule and purchase all required permits, licenses and inspections required for all phases of this work unless otherwise directed by the City. All required inspections shall be the responsibility of the Contractor, and as such scheduled by the Contractor. Final acceptance and payment will not be made until all required approvals are obtained.
4. The Contractor must obtain and maintain a City of Orting Business license.

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## SCOPE OF WORK PART 2

### Roof Top

1. Remove all existing roofing material, (with exception to the high tech flat roof material)
2. Haul away debris
3. HVAC Units disconnect and reset
4. Replace damaged sheeting
5. Install 30 lb synthetic vapor barrier to manufacturer's specifications.
6. Install new starter metal and rake edge on all perimeters per manufacturer's specifications.
7. Install Limited Lifetime architectural laminate shingle across roof per manufacturer's specifications.
8. Install all necessary flashings as to make water tight. **i.e.:** metal flashing, pipe-boots, and vents
9. Clear job site of all debris.

### Side of Building

10. Remove all existing composition siding (not the brick siding) and haul away.
11. If required, install vapor barrier to manufacturer's specifications.
12. Install Hardi shake siding or approved equal to manufacture's specifications.

13. Bids must include sales tax.
14. Bidder must be listed on the MRSC small works roster. (see [mrscrosters.org](http://mrscrosters.org))
15. Minimum five (5) year workmanship warranty on installation.
16. 50 Year Roofing Material Warranty (with moss protection)

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## Technical Specification Checklist

Item No.	Specification	Yes	No	Comments
<b>A</b>	<b>General</b>			
<b>A1</b>	It is mandatory that all work shall be done in compliance with the current federal, state and local building codes	X		
<b>A2</b>	The Contractor shall be responsible to maintain a clean and safe worksite at all times. All work provided under this Contract are to be performed safely & in accordance with all applicable federal, state, & local laws & regulations.	X		
<b>A3</b>	Manufacturer's instructions: All materials & equipment shall be applied, installed, connected, erected, used, cleaned, & conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise specifically provided in the contract documents.	X		
<b>A4</b>	The Contractor will conduct operations as to offer the least possible obstruction & inconvenience to employees and the public, & shall have under construction no greater length or amount of work than can be performed with due regard to employees and the rights of the public.	X		
<b>A5</b>	Execute all operations and provide a safe work environment in accordance to OSHA and Labor & Industries standards and regulations. The requirement applies to all Contractor personnel, associated subcontractors, working in other trades, jobsite visitors and City staff working at the site. Contractor shall obey all applicable and current OSHA/WISHA, Labor and Industries Construction, General Health and Safety and General Occupational Health Standards (WAC 296-24, 296-62 and 296-155).	X		
<b>A6</b>	Owner/Operators: While it is understood that owner/operators are not required to follow the same safety rules administered by the Department of Labor & Industries, by submission of a bid, it shall be expressly understood that due care shall be exercised at all times to maintain a safe environment. Anytime an owner/operator hires an employee, the employee shall be required to follow all pertinent safety rules. Owner/operators are still required to maintain the proper certificates of insurance in full force & effect & the City shall be held harmless of any liability whatsoever that could result from injuries, property damage, etc.	X		
<b>A7</b>	The contractor must take whatever steps, procedures or means as are required to prevent abnormal dust & debris conditions being caused by the operation in connection with the work. Dust control must be incidental to this project and in accordance with Clean Air Laws.	X		



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<b>A8</b>	All areas where personnel are, or will be present during the course of work, shall be thoroughly cleaned of debris & garbage daily. Specific areas are adjacent buildings, walkways & parking areas. Project waste shall be disposed of at a Contractor furnished waste site.	X		
<b>A9</b>	The Contractor shall call/notify the City of Orting regarding any conflict or concern with existing site improvements. The Contractor is to proceed with the intent of maintaining existing structures, fences, curbs, and other improvements. Any damage to existing improvements must be replaced to original condition and per Code standards as part of this project and shall be the responsibility of the Contractor.	Y		
<b>B</b>	<b>Contractor's Use of Premises</b>			
	This section applies to situations in which the Contractor or his representatives including, but not limited to. Suppliers, subcontractor's, employees & field engineers, enter upon the Owner's property			
<b>B1</b>	Truck & equipment access: Provide adequate protection for curbs & sidewalks over which trucks & equipment pass to reach the job site.	X		
<b>B2</b>	Contractor's Vehicles: Contractor shall use signing, barricades and cones to show work or intrusion into the sidewalk or roadway and is required to follow proper traffic control set-up as shown in the 2009 MUTCD and City of Orting standard specification details in section 7.	X		
<b>B3</b>	The Contractor and staff shall follow all established safety procedures and shall take special care not to endanger the public in any way.	X		
<b>C</b>	<b>Equipment &amp; Labor</b>			
	Contractor shall provide all labor, equipment, materials, & other supplies necessary to safely & effectively accomplish all services required under this Agreement. Such labor & equipment shall include, but not be limited to, the following:			

**Site Locations:**

Orting Library & Multi-Purpose Center (MPC), 202 Washington Av SW, Orting, WA 98360  
For a site visit please call (360) 893-2219 x137 for appointment.

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## PART 3 VENDOR INFORMATION

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

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

83690-00-3

Contractor's License Registration Number is:

DDCONIE963QB

Contractor's State Revenue Tax Number is:

91 168 3251


Contractor's UBI Number is:

601 618 199

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

Contracting Firm D&D Construction I, Inc.  
Phone # 253-538-9331

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

By  / Cindy Schrader Date 10/11/18  
Signature and Printed Name

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## VENDOR QUESTIONNAIRE

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

### VENDOR INFORMATION

Bidder's Legal Name: D&D Construction I. Inc.  
Company's dba: (if applicable) D&D Construction Inc.  
CEO/President Name: Cindy Schwader  
Federal EIN No. 91 168 3251

Phone: (253) 538-9331

Fax: (253) 538-9313

E-Mail Address: info@dndconstructioninc.com

Mailing Address: PO Box 1133

City Orting State WA Zip 98360

Physical Address: 120 Carrin Ave NW

City: Orting State WA Zip 98360

### COMPLIANCE

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

YES: \_\_\_\_\_ NO: X

If YES, Please explain: \_\_\_\_\_

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

YES: \_\_\_\_\_ NO: X

If YES, Please explain: \_\_\_\_\_

The Bidder as a contractor has never failed to satisfactorily perform a contract awarded to him expect as follows:

(Name of any and all exceptions and reason thereof)

YES: \_\_\_\_\_ NO: X

Please explain: We have never failed a contract

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## EXPERIENCE

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

1. Location and for whom performed:

CSTC High School Roof Replacement WA State Department of Social & Health Services  
Phone: 360-902-8156 Contact Person: Penny Koal

2. Location and for whom performed:

Eagles Nest Roof Replacement Kitsap County Fairgrounds Kitsap County Parks  
Phone: 360-337-5371 Contact Person: Billie Schmidt

3. Location and for whom performed:

Hutchinson Community Center Seattle, WA City of Seattle (Roof Replacement)  
Phone: 206-684-0586 Contact Person: Kelly Gould

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

Mike Schwader - Owner/VP, Has replaced roofs & siding for 23+ years  
Ramiro Jacuino - Foreman, Worked for D&O roofing for 5+ years

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## SECTION 3 PRICE SHEET

### MPC/LIBRARY

DESCRIPTION	UNIT	PRICE	TOTAL
<b>ROOF TOP</b>			
Tear off Existing Roof & haul away	LS	\$8,000	\$8,000.00
Replace damaged sheeting	Per sheet	65.00	\$650.00
Install vapor barrier	SF	3.18	\$2,000.00
Install new starter metal and rake edge	LF	\$5.77	\$3,478.00
Install Limited Lifetime architectural laminate shingle	SF	\$3.43	\$21,560.00
Install all necessary flashings	LF	\$4.55	\$500.00
Clear site of all debris	LS	\$100	\$100.00
<b>SIDE OF BUILDING</b>			
Tear off existing siding and haul away	LS	\$2,500.00	\$2,500.00
Install vapor barrier (if required)	SF	\$675.00	\$675.00
Hardi shake siding or approved equal	SF	\$2.50	\$3,000.00
<b>MECHANICAL</b>			
HVAC Units disconnect and reset	EA	\$400	\$400
<b>FINISH ITEMS</b>			
Remove and Replace Gutters	LF	\$17.75	\$4,800.00
Seal and protect around skylights	LF	\$20.00	400.00
New Edging material (if any)	LF		N/A
New Flashing material (if any)	LF		N/A
Seal and Paint flashings (if any)	LF		N/A
Warranty	EA		N/A
<b>SUBTOTAL</b>			<b>\$48,063.00</b>
9.3 % Sales Tax			\$4,499.86
<b>TOTAL FOR CITY HALL</b>			<b>\$52,532.86</b>

### Additional Charges for Hidden Defects

DESCRIPTION	UNIT	PRICE	TOTAL
Plywood	SF	\$2.04	\$65.00
Dry Rot boards for Roof deck	LF	\$5.00	\$1,000.00
Bead Board soffit	LF	N/A	
Additional layers of roofing if found	Roofing Sq	\$200	\$12,600.00

LS=Lump Sum / SF=Square Feet / LF=Linear Feet

**Total Price \$ 52,332.86**

Note: Above prices are as estimated per this contract. Unit prices shall remain firm for the contract period.