

COUNCILMEMBERS

Position No.

1. Tod Gunther
2. John Kelly
3. Tony Belot
4. John Williams
5. Gregg Bradshaw
6. Greg Hogan
7. Scott Drennen



ORTING CITY COUNCIL
Study Session Meeting Agenda
Virtual Meeting, Orting, WA
February 17th, 2021
6PM.

Deputy Mayor Greg Hogan, Chair

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

***The City is utilizing remote attendance for Councilmembers and City employees. Please note: OPMA rules regarding provision for the public in a space have been suspended by proclamation of the Governor. The meeting is however, available for the public. To join the meeting on a computer or mobile phone: <https://bluejeans.com/957568056?src=calendarLink>**

Phone Dial-in +1.408.419.1715 OR +1.408.915.6290 -Global Numbers: -Meeting ID: 957 568 056

2. PRESENTATION

A. Legislative Update

✚ Mayor Penner / Joe DePinto

B. **AB21-18-** South Sound Housing Affordability Partners (SSHAP).

✚ Mayor Penner/ John Howell

3. COMMITTEE REPORTS – (February)

Public Works- CM Drennen / CM Bradshaw

Public Safety- CM Kelly / CM Belot

Community and Government Affairs- CM Gunther / CM Williams

4. STAFF REPORTS

5. AGENDA ITEMS

A. **AB21-04-** HB 1923 Grant Code Amendments- Ordinance No 2021-1071, An Ordinance Of The City of Orting, Washington, Relating to Housing and Regulatory Streamlining; Amending Orting Municipal Code Sections 12-2, 12-4, 13-2, 13-3, 13-5, 15-2, 15-4 And 15-6;

✚ Emily Adams

B. **AB21-19-** Home Occupation Code Amendments- Ordinance No 2021-1073- An Ordinance Of The City of Orting, Washington, Relating to Home Occupation and Administrative Decision Noticing Requirements; Amending Orting Municipal Code Sections 13-5-4, 15-4-1 And 15-7-2;

✚ Emily Adams

C. **AB21-21-** Tactical Response Team- Interlocal Agreement.

✚ CM Kelly / Cm Belot / Chief Gard

D. EXECUTIVE SESSION

E. **AB21-05-**South Correctional Entity- Inmate Housing (SCORE), 2021 Contract Amendment.

✚ CM Kelly / CM Belot/ Chief Gard

F. **AB21-22-**Police/Public Works Vehicle Purchases.

✚ Gretchen Russo

Upcoming Meeting: Next Regular Meeting: February 24th, 2021, 7pm, (VIRTUAL)

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

G. **AB21-23-** Naming City Hall Room 116 in Honor of Mark Bethune- Resolution No. 2021-03, A Resolution of The City of Orting, Washington, Authorizing the Dedication of City Hall Room 116 As The “Mark Bethune Commemorative Conference Room”.

✚ **Mayor Penner /Scott Larson**

H. Discussion- Lahar Signal.

✚ **Mayor Penner**

6. **ADJOURNMENT- Motion: To Adjourn.**



City Of Orting Council Agenda Summary Sheet

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: - South Sound Housing Affordability Partners (SSHAP)	AB21-18	N/A	2.17.21	
	Department:	Executive		
	Date Submitted:	2.8.21		
Cost of Item:		<u>\$ N/A</u>		
Amount Budgeted:		<u>\$ N/A</u>		
Unexpended Balance:		<u>\$ N/A</u>		
Bars #:		N/A		
Timeline:		Discussion item		
Submitted By:		Scott Larson		
Fiscal Note: N/A				
Attachments: Presentation				
<p>SUMMARY STATEMENT: Pierce County is growing faster than King County. The rise of virtual platforms like Zoom has prompted knowledge workers to flock to “Zoom towns.” Spanaway tops the list of toughest places in the US to buy a home.” The Pandemic has drawn renters away from central city neighborhoods and rents have risen in outlying areas like Puyallup, Federal Way, Auburn and Orting. Between 2020 and 2050 the region needs 810,000 additional housing units to accommodate future growth, and over one-third of future units will need to be affordable to moderate. SSHAP would like to collaborate to create a workplan with each City to create a path for affordable housing solutions.</p> <p>SSHAP staff will work with each participating government to create service and support plans designed around their unique needs and interests. Some workplan activities will be universally applicable for all members. Housing need while acute, varies from community to community in terms of the type of housing and income spectrum. For this reason, the workplan will encompass various approaches to creating affordable/attainable housing.</p> <p>Participation in SSHAP is voluntary and the Mayor would like to determine the City Council’s interest in entering into an Interlocal Agreement.</p>				
RECOMMENDED ACTION: TBD				
FUTURE MOTION: TBD				



SOUTH SOUND HOUSING AFFORDABILITY PARTNERS

Shaping the Future of Housing Opportunities in Our Pierce County

What We Will Cover Today:

How Did We Get Here?

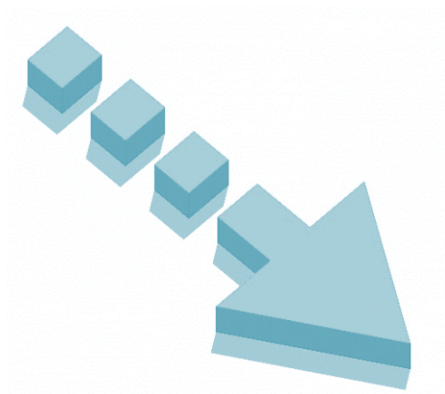
What Would SSHAP Do and What is its Value?

What Is The Current Status?

What Happens Next?

What Will We Need To Decide?

Discussion and Questions



How Did We Get Here?

The Pierce County Housing Reality



June 15, 2017

We're growing faster than King County — and our rents prove it

Oct 1, 2018

Tacoma's median rent for a two-bedroom apartment matches D.C.'s

The Pierce County Housing Reality (cont.)

Dec 8, 2020

Organizers of a recent forum for the Pacific NorthWest Economic Region (PNWER) said the rise of virtual platforms like Zoom has prompted knowledge workers to flock to “Zoom towns.”

Dec 28, 2020

“Spanaway tops list of toughest places in the US to buy a home.”

Seattle Times

Rent Changes in 2020

As the pandemic drew renters away from central city neighborhoods, rents fell across the Seattle area in 2020. But in some outlying areas, like Puyallup, Federal Way and Auburn, rents rose instead. The prices below are average asking rents for all sizes of apartments.

AREA	ASKING RENT PER UNIT	YEAR CHANGE
Lake Union	\$2,076	-14.2%
Downtown Seattle	\$2,175	-12.7%
Central Seattle	\$1,670	-6.8%
Ballard	\$1,709	-6.3%
West Seattle	\$1,555	-6.2%
Redmond	\$1,954	-6%
Bellevue	\$2,160	-5.5%
Queen Anne	\$1,728	-5%
Kirkland	\$1,921	-3.2%
South Seattle	\$1,510	-2.7%
Northeast Seattle	\$1,625	2.3%
North Seattle	\$1,449	-2.3%
Issaquah	\$2,100	0.2%
Bothell/Kenmore	\$1,833	0.3%
Lynnwood	\$1,550	0.3%

AREA	ASKING RENT PER UNIT	YEAR CHANGE
Renton/Tukwila	\$1,623	0.7%
Burien/Des Moines/SeaTac	\$1,395	1.0%
Shoreline	\$1,574	1.1%
Kent	\$1,543	1.3%
Everett	\$1,451	1.4%
Snohomish County	\$1,614	3.2%
Eastern King County	\$1,920	3.3%
Federal Way	\$1,447	3.5%
McChord	\$1,285	3.6%
Auburn	\$1,419	3.8%
Gig Harbor	\$1,655	3.9%
Tacoma	\$1,275	4.3%
Outlying Pierce County	\$1,611	4.9%
Puyallup	\$1,439	5.7%

Source: CoStar

MARK NOWLIN / THE SEATTLE TIMES

Housing Affordability in Pierce County

- Fair market rent for 2-bedroom apartment: \$1408
- 2-bedroom housing wage: \$27.08 (\$56,320 annually)
- Minimum wage work week to afford a 2-bedroom : 80 hours
- 30% Area Median Income (AMI) equals \$26,190 annually
- Affordable rent at 30% AMI: \$655
- 60% AMI is \$52,380.
- Affordable rent at 60% AMI is \$1,310

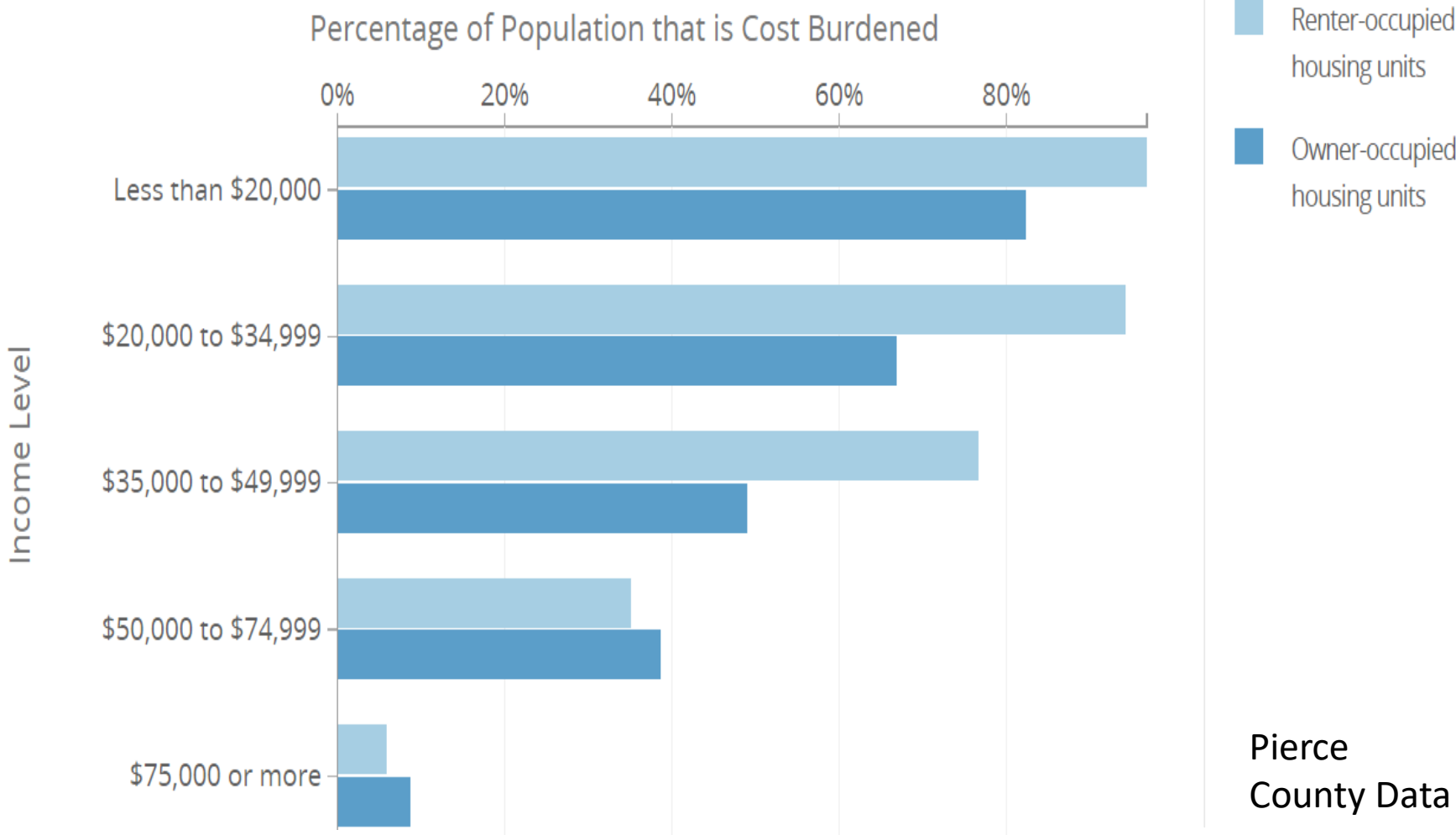
Source: *Out of Reach 2020* (National Low Income Housing Coalition)

Housing Affordability in Pierce County

- Median price of a home in Pierce County November 2020 \$427,938:
 - 14% increase since November 2019
 - 12% projected increase over the next year (Zillow)
- Estimated income need to purchase a median home **\$95,000.**
 - Hourly wage at \$95,000 = \$45.67 hour
- Median Household Income 2020 **\$77,375.**

❖ **Important Note: Incomes in Pierce County are 20% less than King County while construction costs are about 5% less than in King County**

Cost-Burdened Households



Between 2020 and 2050 the region needs 810,000 additional housing units to accommodate future growth and over one-third of future units will need to be affordable to moderate and low-income households

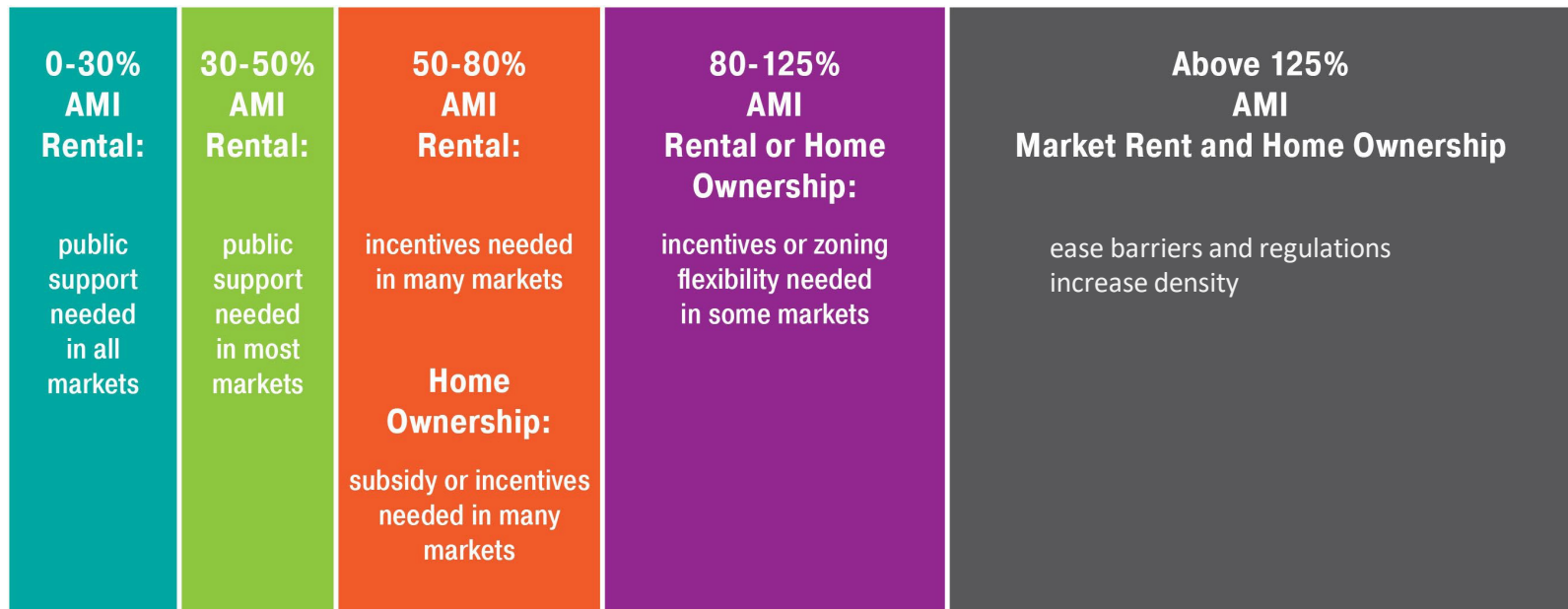
Does Not Reflect Current Need

Total Housing Units Needed by Income Segment, 2020-2050

	King County		Kitsap County		Pierce County		Snohomish County	
	# Units	% of Units	# Units	% of Units	# Units	% of Units	# Units	% of Units
0-80% AMI	148,000	35%	16,000	37%	60,000	37%	69,000	37%
Above 80% AMI	270,000	65%	27,000	63%	101,000	63%	117,000	63%
Total	418,000		43,000		161,000		186,000	



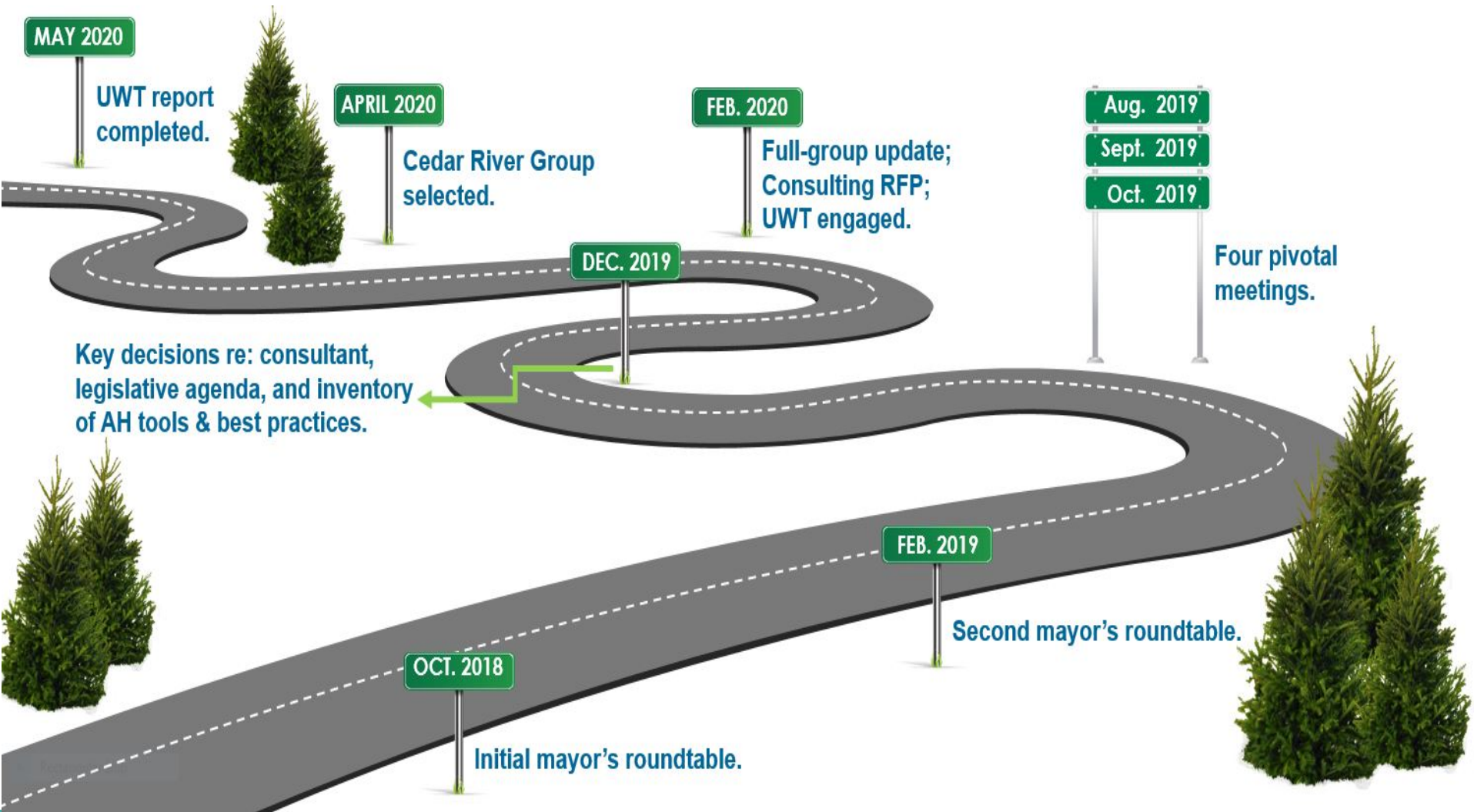
Different approaches needed for different household area median income



Lower housing costs require greater public intervention and other actions available to governments to address affordability/attainability



The SSHAP Journey





What Would SSHAP Do and What is its Value?

Models Exist to Benchmark

Within the Puget Sound region there are three regional entities in existence that focus on affordable housing:

- ❖ Alliance for Housing Affordability (AHA). A formal collaborative of 13 jurisdictions operating in Snohomish County since 2013
- ❖ A Regional Coalition for Housing (ARCH). A formal collaborative of 15 jurisdictions operating in east King County since 1992.
- ❖ South King Housing and Homelessness Partners (SKHHP). A formal collaborative of 10 jurisdictions operating in south King County since 2019

NOTE: See the document in your packet that outlines some of the accomplishments of these collaborations.

Options for What SSHAP Might Do

Customized Individual Support	TECHNICAL ASSISTANCE – Subject matter expert advice and consultation for members on comprehensive plans, code revisions, land use/zoning regulations, affordability incentives, etc.
	INNOVATIVE DEVELOPMENT CONSULTATION – Housing experts work alongside government staff and developers to find innovative solutions to make potential projects feasible and financially viable
	POLICY SUPPORT – Track housing policies, programs, and initiatives across the nation, offering best practices and how policies can be adapted to individual city needs
The Power of Collaboration	LEGISLATIVE ADVOCACY – Serve as a unified voice on state and federal policy: develop shared policy goals, track legislation, and advocate for additional funding options
	ATTRACT INVESTMENT – Formal collaboration, a committed work plan, and refined messaging make a strong case for attracting outside funding
	INCREASE SUPPLY OF HOUSING – With identified funding sources, some coalitions pool funds to add housing options through member-approved capital projects in the region
Community Coalition Building	COMMUNITY EDUCATION & ADVOCACY – Fact sheets and presentations for Community and Policymaker education; Building of community support/political will
	CENTRALIZED ADMINISTRATION & TRANSPARENCY – While generally operating with very lean staffing, coalitions provide accounting/administration of individual contributions and ensure that coalition budgets/work plans are understood and approved by all member jurisdictions

What SSHAP Might Do (cont.)

- The workplan will be shaped by the member governments. The Executive Board will approve a prioritized annual workplan with key performance indicators to measure progress.
- SSHAP staff will work with each participating government to create service and support plans designed around their unique needs and interests. Some workplan activities will be universally applicable for all members.

How Will SSHAP Help Our Community?

- Housing need while acute, varies from community to community in terms of the type of housing and income spectrum. For this reason, the workplan will encompass various approaches to creating affordable/attainable housing.

Important Note: Workplan will honor and overlay the work already being done by various governmental or nonprofit organizations to avoid any duplication of efforts.



Why Participate? Three Key Points

A SSHAP steering committee member recently summarized one perspective as to the value SSHAP's work will offer members:

- *Provide universal support for policy and program development across participating member governments*
- *Make unique staffing support available for each participating government seeking assistance related to housing affordability/attainability work*
- *Design and support demonstration projects that yield additional affordable/attainable housing that might also be replicated*

Each
Government
Is Welcome
To Join

Participation in SSHAP is
totally voluntary



Process and expectations to
be part of SSHAP will
reviewed in subsequent
slides



What Is The Current Status?

Work Completed So Far

- ✓ Stakeholder interviews with governments and 3 focus groups
- ✓ Review of other similar regional and national collaborations
- ✓ Drafted potential focus areas for workplan consideration
- ✓ Drafted budget scenarios to provide range of contribution that will be needed by each government
- ✓ Drafted a potential capital fund strategy for SSHAP
- ✓ Drafted administrative agency options
- ✓ Drafted FAQ document to provide answers to most common questions

Where We Are Today

- The Steering Committee has recommended that SSHAP evolve from its current informal approach to a formal structure with staff support
- As of January 1, 2021, leaders of other governments have indicated their desire to see a draft Intergovernmental agreement (IGA) that would formalize SSHAP
- Steering committee has provided guidance on several key elements of the IGA
- Steering committee is recommending that Pierce County serve as the Administrative Agency for both hosting SSHAP staff and fiscal management

Governments Considering IGA

*Logos indicate governments supportive of proceeding to review IGA. Those **without logos** are undecided.*

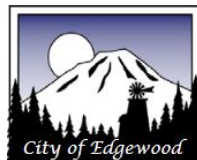


Buckley

Carbonado

Dupont

Eatonville



Fircrest



Milton



Pacific



Roy

Ruston

South Prairie

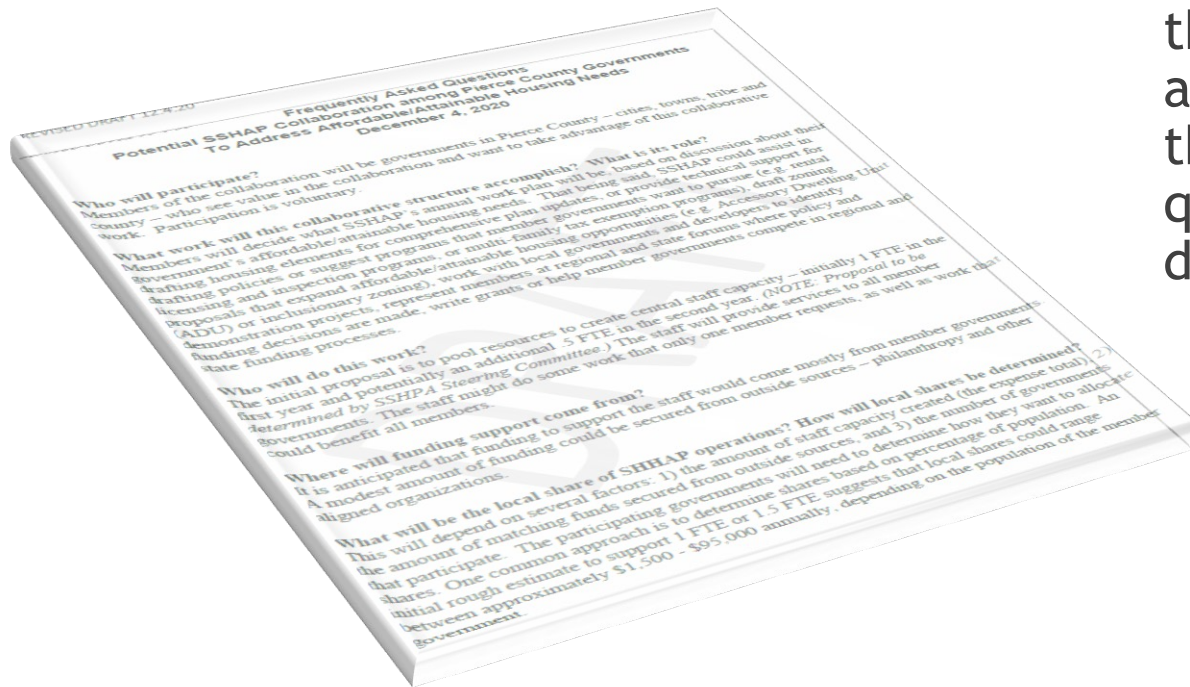
Steilacoom



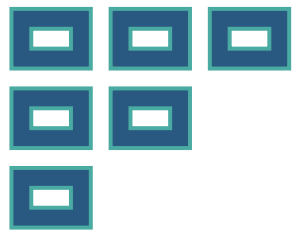
University
Place

Wilkeson

FAQs

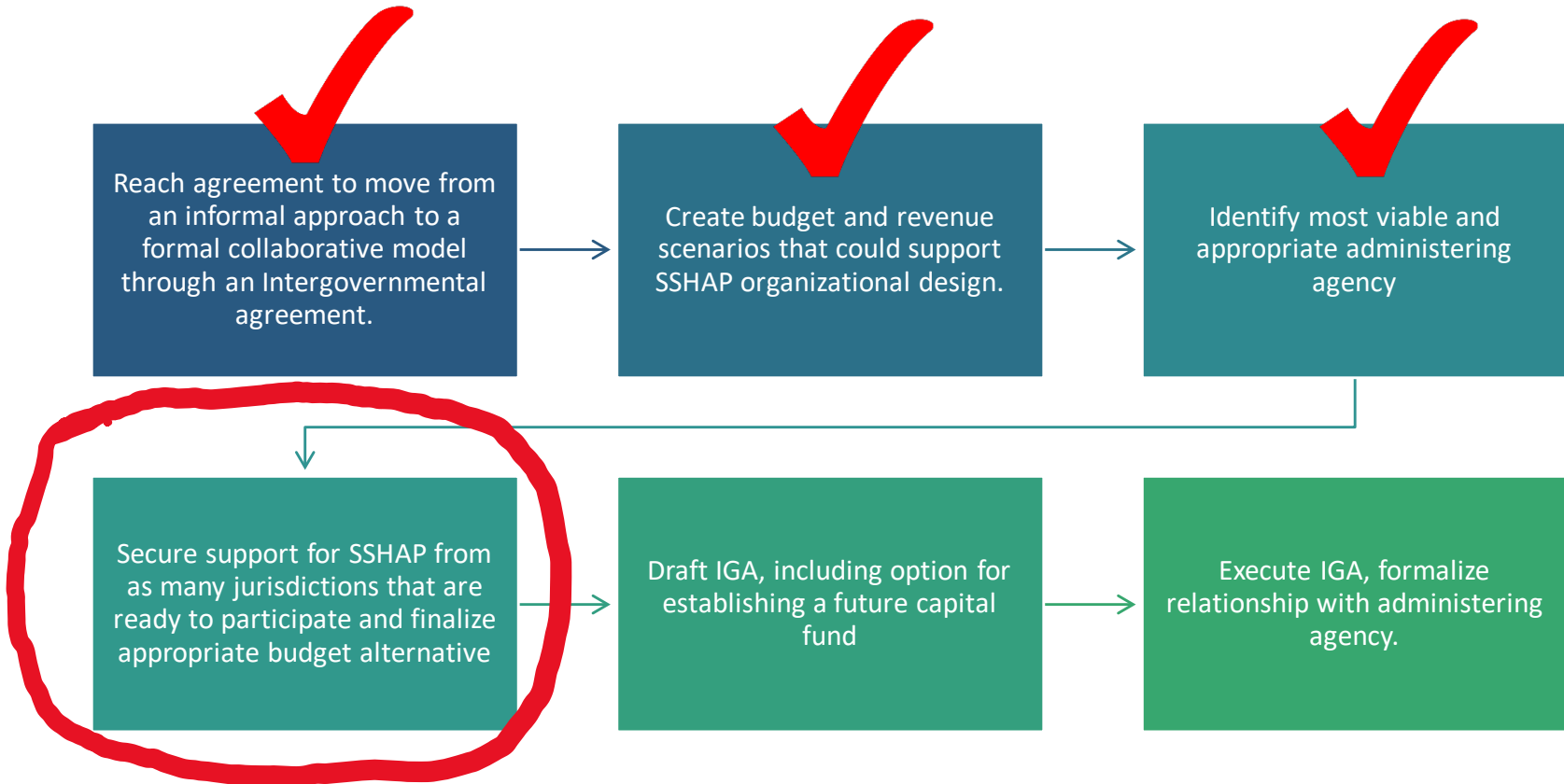


A document is available in your information packets that provide detailed answers to many of the most common questions raised to date

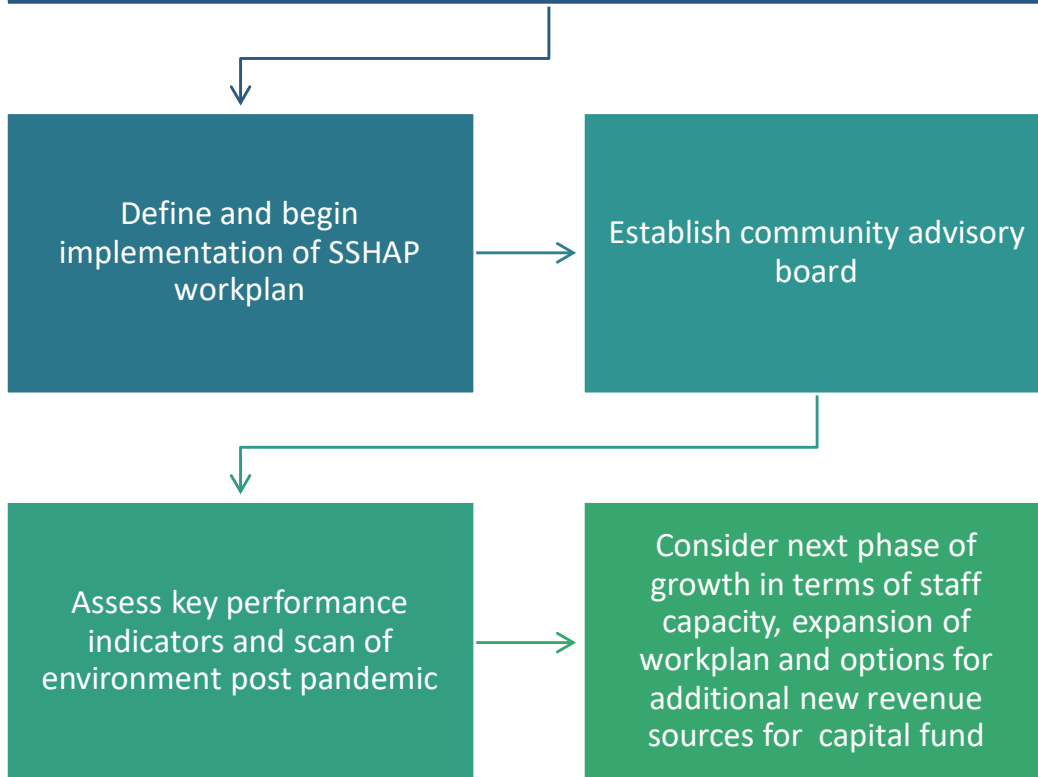


What Happens Next?

The Roadmap Forward

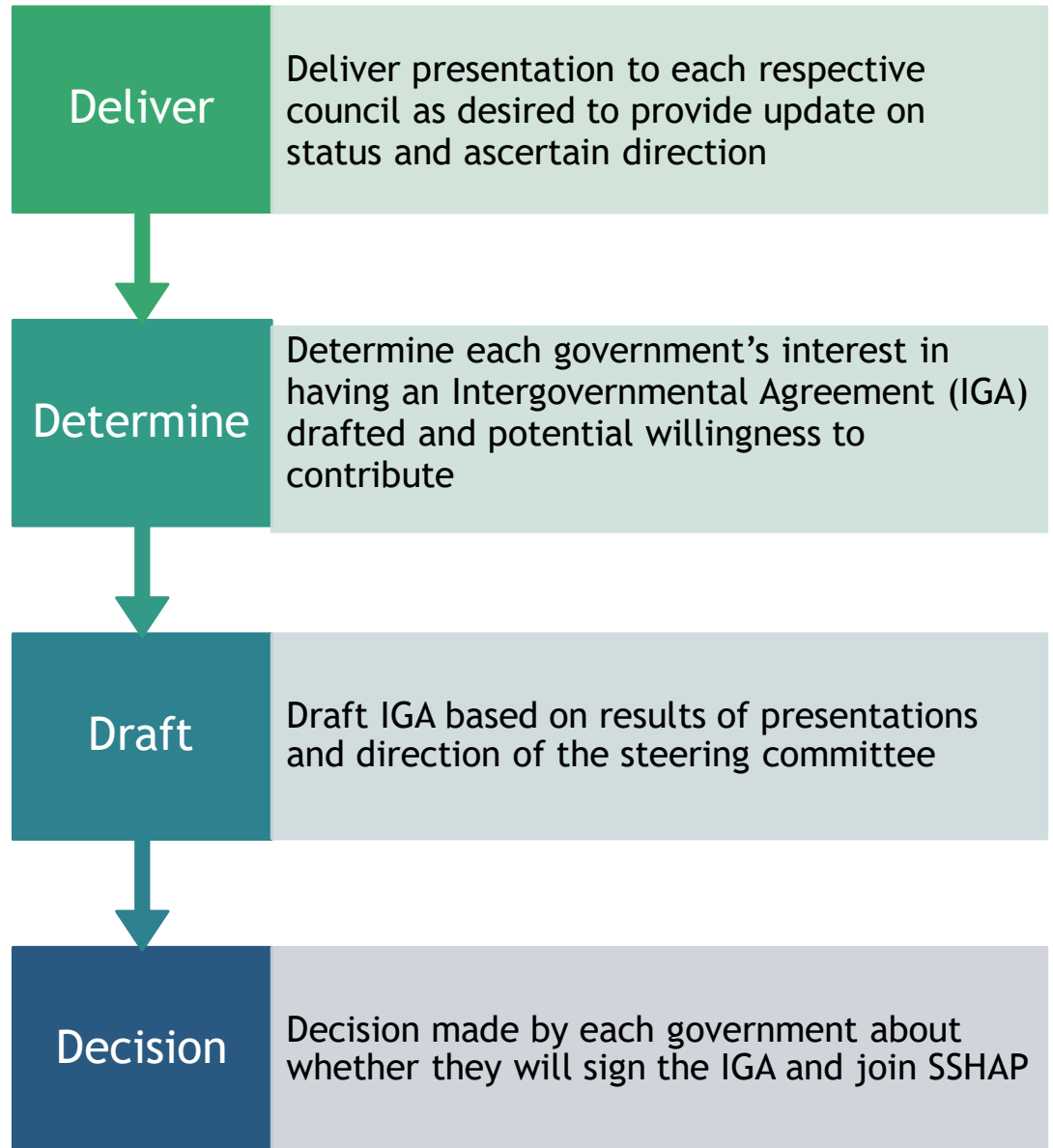


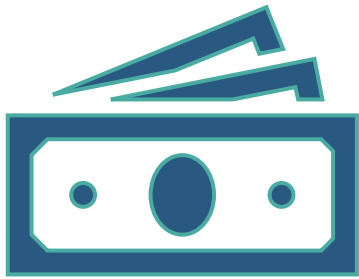
Name and launch Executive Board and hire Executive Manager
JUNE 2021 GOAL



2021-22 Roadmap Forward (cont.)

Priority Next Steps



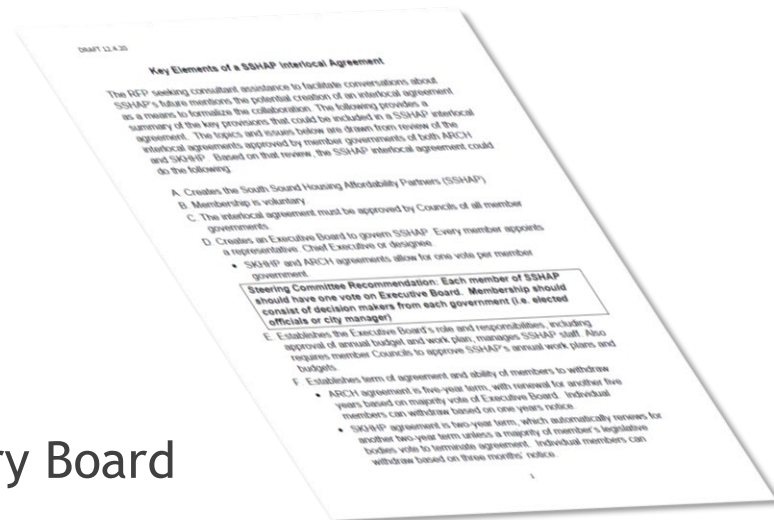


What Will We Need To Decide?

1) Specifics of Intergovernmental Agreement

Details such as:

- Governance
- Voting Rights
- Term of agreement
- Creation of operating fund
- Administrative Agency Role
- Creation of Community Advisory Board
- Potential for a capital fund



**Each government will have to review the final draft of the IGA and make a decision about whether to sign it.*

2) Financial Commitment

Based on the budget scenarios document the range of financial commitment from _____ is:

\$ _____ to

\$ _____

depending on how many governments participate.

DRAFT STRAW PROPOSAL OPTION 1 (11.04.20)
YEAR 1
1 FTE w/ Gov'ts Providing 2020 Funding
6 months of Operations 1 FTE

Shares for participating cities:	Population (OFM 2020 est)	% of Population	Option A: Strict Population	Option B: Grouped by size**
Auburn	9,980	1%	1,057	1,750
Elle	10,200	1%	1,151	1,750
Gig Harbor	11,240	1%	1,361	1,750
Lakewood	60,090	6%	6,525	6,000
Playalup	42,700	4%	4,596	4,000
Playalup Tribe	6,000	0%	638	1,000
Steilacoom	10,360	1%	1,098	1,750
Sumner	213,300	21%	22,692	20,000
Tacoma	426,200	42%	45,165	42,000
Unincorporated Pierce Co	796,513	79%	84,828	80,000
TOTAL			174,722	175,000

YEAR 2
Gov'ts Providing 2020 Funding, Full Year of Operations 1 FTE

Shares for participating cities:	Population (OFM 2020 est)	% of Population	Option A: Strict Population	Option B: Grouped by size**
Auburn	9,980	1%	2,180	3,500
Elle	10,200	1%	2,238	3,500
Gig Harbor	11,240	1%	2,466	3,500
Lakewood	60,090	6%	13,169	14,000
Playalup	42,700	4%	9,367	10,000
Playalup Tribe	6,000	0%	1,316	2,000
Steilacoom	10,360	1%	1,827	3,500
Sumner	213,300	21%	2,212	3,500
Tacoma	426,200	42%	46,751	40,000
Unincorporated Pierce Co	796,513	79%	93,894	90,000
TOTAL			174,722	175,000

We Want More of This...

MLK Senior Housing:
Hilltop neighborhood, Tacoma
(Mercy Housing NW)



The Woods at Golden Given:
Midland, unincorporated Pierce Co.
(Tacoma/Pierce Co. Habitat for Humanity)



Gateway by Vintage:
Spanaway
(Vintage Housing)



Windom Oaks:
Lakewood
(Sager Family Homes)





Discussion and Questions



City Of Orting Council Agenda Summary Sheet

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: HB 1923 Grant Code Amendments	AB21-04	N/A	1.20.21 2.17.21	3.10.21
	Department: Planning			
	Date Submitted: 2.9.2021			
Cost of Item:	<u>\$NA</u>			
Amount Budgeted:	<u>\$NA</u>			
Unexpended Balance:	<u>\$NA</u>			
Bars #:				
Timeline:	Hearing on 3.10.21			
Submitted By:	Emily Adams (Planner)			
Fiscal Note:				
Attachments: Supplemental Memo Following January Meeting, Staff Report and Exhibits				
SUMMARY STATEMENT: Orting received a \$50,000 grant from the Department of Commerce through state legislation (HB 1923). The City Council passed Resolution 2020-01 outlining the five selected actions in January 2020. Those selected amendments included authorizing duplexes on each parcel in one zoning district that permits single-family homes; authorizing lot size averaging; authorizing ADUs as outlined in the grant; authorizing a duplex on each corner lot within all zoning districts that permit single-family residences; allow for the division or redivision of land into the 9 lots through the short subdivision process. The attached supplemental memo addresses the main questions/ comments and amendment revisions following the study session discussions on 1/20/2021				
NEXT STEP: Move forward for a public hearing on 3/10/2021.				
FUTURE MOTION: <i>To Adopt Ordinance No. 2021-1071 Relating to Housing and Regulatory Streamlining; Amending Orting Municipal Code Sections 12-2, 12-4, 13-2, 13-3, 13-5, 15-2, 15-4 And 15-6; Providing for Severability; And Establishing an Effective Date</i>				



FOR:	Mayor and City Councilmembers	DATE:	February 9, 2021
PREPARED BY:	Emily Adams, AICP Contract City Planner	PROJECT NAME:	HB 1923 Grant Code Amendments
SUBJECT:	Supplemental information regarding January study session discussion		

January Study Session

The study session on January 20, 2021 introduced the HB 1923 code amendments for duplexes, ADUs, lot size averaging, and short plats. Following a staff presentation there was a discussion regarding the amendments. This memo serves to provide more information about questions and topics that were raised by Councilmembers during the study session.

Duplex Minimum Lot Size

One of the main discussions was around the duplex minimum lot size. The staff recommendation is as follows:

- Residential Conservation (RC):
 - Duplex minimum lot size: Two (2) acres
- Residential Urban (RU):
 - Duplex minimum lot size: 7,260 square feet
- Residential Multi- Family (RMF):
 - Duplex minimum lot size: 7,000 square feet

The RC and RU zone recommendations reflect the same minimum lot size currently in place for single family homes. The RMF is the existing code, no change is recommended. These amendments can help provide for more building capacity, housing diversity, and home availability in the City in a context-sensitive manner that ensures existing neighborhoods are not disrupted. The smaller unit size typically associated with duplexes can help create more affordable housing compared to the predominant single-family homes in Orting.

Duplexes often have a footprint that is similar to a single-family home. The bulk standards including setbacks, height, building coverage, and hard coverage are not proposed to be amended. The parking requirement would remain at two off-street spaces per unit, so a total of four would be needed for a duplex.

The included map gives an idea of where duplexes are most likely to develop in the City within the RU zone (as RMF standards have not changed and the RC zone is very limited) under the staff proposed code amendments. This is based on single-family residential parcels (developed or undeveloped) that have an improvement value equal or less than the land value (often a small single-family home on a large lot) and meet the minimum lot size of 7,260 SF. A total of 70 lots meeting these criteria were identified.

Potential Minimum Lot Sizes

There was interest from some Councilmembers to increase the duplex minimum lot size from the staff recommended minimum lot size, but amending it below where it is now. Discussion was centered around the RU zone, as it is the most prominent, and thus impacted, in the City. Below is a comparison of potential increases and the potential number of lots that would be redeveloped.

There are total of 3,096 parcels in the City of Orting. The numbers below are derived from GIS calculations from Pierce County GIS and City of Orting data.

Minimum lot size increase	Minimum lot size	Number of parcels greater than or equal to lot size in the RU zone	Number of parcels greater than or equal to lot size in the RU zone and with an improvement value of 1 or greater (<i>most likely to redevelop</i>)
None (<i>staff's recommendation</i>)	7,260 SF	1,944	70
10%	7,986 SF	1,254	61
15%	8,349 SF	1,145	61
20%	8,712 SF	928	60
25%	9,075 SF	791	57
33%	10,890 SF	387	51

ADU Separate Sale

One of the grant requirements for ADUs is that the code must not prohibit the separate sale of accessory dwelling units and the primary residence. There were concerns about how this worked, what it looked like, and the impact it could have on neighborhoods. As noted in the meeting, this is not a common practice, I could only find two documented examples of it happening in Portland, Oregon.

How it Works

The separate sale of an ADU and primary residence does not allow for the lot to be subdivided. As with any other lot, the only way it could be subdivided is if the lot meets minimum lot size standards. The separate sale works like a condo with the property being legally structured as a condominium. This is largely a legal and surveyor practice. Condo unit owners each own their unit plus an undivided interest in the shared elements of the condominium property (called "General Common Elements") as drawn on the Plat and defined in the Declaration. These typically include the underlying land and any structures or parts of structures that need to be maintained by the association rather than by individual unit owners. The condo process yields separate legal descriptions and tax ID numbers for the two homes, allowing them to each serve as collateral for a different buyer's mortgage financing. They are taxes based on an assessment just like single family homes that considers the property value, size, location etc.

Code

How a building is owned or financed is typically completely outside of the purview of the city that does the zoning review and issues building permits. For instance, the decision of a developer to either retain ownership of a multi-family building and rent each unit out, or separate each unit to be owned as condominiums is not known during the review process as it does not impact the zoning and building codes. The state condominium act does impose its own complex and rigorous requirements, including the preparation and recording of a declaration of condominium (with appropriate survey maps),

creation of a condominium association, giving rights of first refusal to existing tenants, and creating of a “public offering statement” that must be given to all prospective purchasers of a unit (RCW 64.34).

The code could include stipulations that an ADU that has been made part of a condominium unit must remain an ADU (i.e., the ADU unit is subject to all of the restrictions of the ADU Ordinance, including the requirement that the ADU unit may never contain more than 1,200 square feet of living area). This portion of the code would be added to the proposed ADU code amendments in OMC 13-5-6.

ADU Parking

Parking requirements for ADUs have been revised as per Council’s request to match the Planning Commission recommendation. OMC 13-5-6-C.5 now reads: One (1) additional on-site parking space is required for an ADU up to 700 square feet in size. For ADUs greater than 700 square feet in size two (2) off street parking spaces are required. See attached ordinance.

Grant

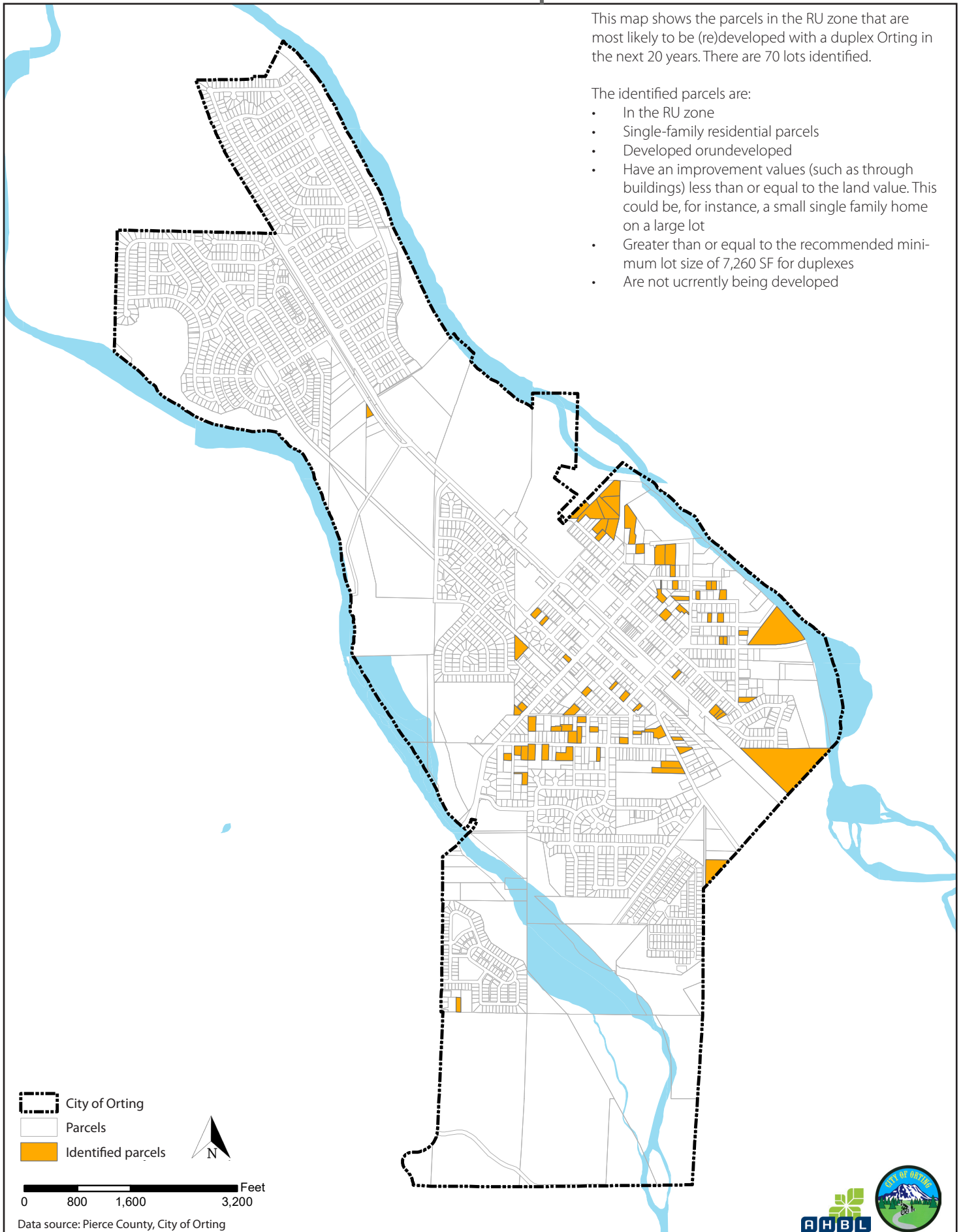
There was discussion around the grant itself and the funds to be received. As a point of clarification, following the Planning Commission recommendation of approval the City received 70% of the funds, \$35,000. The remaining \$15,000 will be received following City Council approval. The funds are not all or nothing. Partial amounts can be received dependent on which amendments are passed.

Potential Duplexes in the RU Zone

This map shows the parcels in the RU zone that are most likely to be (re)developed with a duplex in the next 20 years. There are 70 lots identified.

The identified parcels are:

- In the RU zone
- Single-family residential parcels
- Developed or undeveloped
- Have an improvement values (such as through buildings) less than or equal to the land value. This could be, for instance, a small single family home on a large lot
- Greater than or equal to the recommended minimum lot size of 7,260 SF for duplexes
- Are not currently being developed





City Council Staff Report

Project Name:	HB 1923 Grant – Housing and Subdivision Code Amendments
Applicant:	City of Orting
Date of Staff Report:	January 6, 2020
Staff Recommendation:	Approve as proposed
City Staff Contact:	Emily Adams, AICP - City Planner
Public Comment Period:	September 8 – September 22 following SEPA DNS and November 27 – December 7 and February 12 – 24 following notice of public hearing.
Public Notice:	Type 5 applications do not require notice of application per OMC 15-4-1. Notice of a public hearing was published and posted 10 days prior to the hearing per OMC 15-7-3.

Exhibits:

1. Staff Report
2. Proposed ordinance for Council approval
3. Open House #1 Flyer
4. Open House #2 Flyer
5. SEPA environmental checklist
6. SEPA determination of nonsignificance
7. Published notice of SEPA DNS issuance
8. Posted notice of Planning Commission public hearing
9. Published notice of Planning Commission public hearing
10. Comment from JC Stewart dated June 4, 2020
11. Comment from JC Stewart dated September 26, 2020
12. Submitted written comment for December 7, 2020 planning commission public hearing

I. Background Information

In 2019 the Washington Legislature passed bill 1923 (HB 1923) to provide funds to Washington communities to support actions related to residential building capacity, production of a greater variety of housing types, and/or increase regulatory streamlining. This financial assistance comes through a grant from the Department of Commerce and has been widely used throughout the state for the funding of housing action plans or targeted code amendments. In the 2020 round of funding up to \$50,000 was available to cities with a population of less than 20,000 people.

The grant required applicants to choose at least two actions from a provided list of 12 eligible activities. The City of Orting elected to prepare code amendments that will address five different topics.

II. Findings of Fact:

City Council passed Resolution 2020-01 outlining the five selected actions in January 2020.

Those selected amendments include:

- Authorize at least one duplex, triplex, or courtyard apartment on each parcel in one or more zoning districts that permit single-family residences unless a city documents a specific infrastructure or physical constraint that would make this requirement unfeasible for a particular parcel.
- Authorize cluster zoning or lot size averaging in all zoning districts that permit single-family residences.
- Authorize attached accessory dwelling units (ADUs) on all parcels containing single-family homes where the lot is at least 3,200 square feet in size, and permit both attached and detached ADUs on all parcels containing single-family homes, provided lots are at least 4,356 square feet in size. Qualifying city ordinances or regulations may not provide for on-site parking requirements, owner occupancy requirements, or square footage limitations below 1,000 square feet for the accessory dwelling unit and must not prohibit the separate rental or sale of accessory dwelling units and the primary residence. Cities must set applicable impact fees at no more than the projected impact of the accessory dwelling unit. To allow local flexibility, other than these factors, accessory dwelling units may be subject to such regulations, conditions, procedures, and limitations as determined by the local legislative authority, and must follow all applicable state and federal laws and local ordinances.
- Authorize a duplex on each corner lot within all zoning districts that permit single-family residences.
- Allow for the division or redivision of land into the maximum number of lots through the short subdivision process provided in chapter 58.17 RCW¹.

The five selected actions will allow Orting's municipal code to be updated responding to citizen needs and streamline regulations. The City applied for the maximum amount allowed under the legislation, \$50,000. In March the City was notified that it would receive the grant at the requested amount, to be received upon passing the code amendments. A contract was executed with Department of Commerce in May 2020 and work began on the code amendments.

a. Lot Size Averaging Amendments

Lot size averaging policies allow for individual lots located within a development to be smaller than typically permitted. The average lot size in the development as a whole would still be required to meet the district's minimum lot size and the density of the whole development must not exceed the district's maximum density standards. Lot size averaging is used by communities throughout the region (e.g. Sultan, Bellevue,

¹ RCW 58.17.020(6) "Short subdivision" is the division or redivision of land into four or fewer lots, tracts, parcels, sites, or divisions for the purpose of sale, lease, or transfer of ownership. However, the legislative authority of any city or town may by local ordinance increase the number of lots, tracts, or parcels to be regulated as short subdivisions to a maximum of nine.

Snohomish County). Those codes were reviewed to help craft a lot size averaging code that fits in with Orting’s context and existing code.



Orting currently does not have prescriptive code for lot size averaging. It is currently only allowed to be used as part of a planned unit development (PUD). A PUD is a long process that requires approval by City Council and is typically only used for large subdivisions.

As the City of Orting becomes more and more built out available land will become (and is becoming) limited. Land that is available for (re)development is often encumbered by critical areas, shoreline restrictions or are unusually shaped parcels, making development difficult, and often expensive. Lot size averaging can allow for the available land to be developed with more flexibility while still protecting critical areas and maintaining the required density of the zone.

b. Accessory Dwelling Unit Amendments

An accessory dwelling unit (ADU) is a small, self-contained residential unit located on the same lot as an existing single-family home. An ADU has all the basic facilities needed for day-to-day living independent of the main home, such as a kitchen, sleeping area, and a bathroom. There are two types of ADUs:

- Attached ADUs are within the single-family dwelling unit and may be attached to the main unit or internal e.g. a basement unit.
- Detached ADUs are on the same property as the single-family dwelling unit but are a separate unit e.g. backyard cottage.

ADUs are intended to increase the supply of affordable and independent housing for a variety of households, provide supplemental earnings for people with limited incomes, and increase residential densities with minimal cost and disruption to existing neighborhoods.

Orting’s code permits ADUs in all single-family zones and outlines the purpose, procedures, and general requirements for an ADU. Currently, there are no provisions for lot size standards and parking requirements in the City’s code and there are restrictions in place that discourage the building of ADUs. Further the code does not always differentiate between ADUs and accessory structures making the application of some standards unclear. The current code exempts ADUs from all impact fees. It is anticipated an increase in the development of ADUs will have impacts on traffic but will have nominal impacts to parks and schools. The proposed code amendments will require traffic impact fees for ADUs. ADUs will continue to remain exempt from park and school fees.

Staff has received interest in multiple of these topics over the past year. Prior to applying for the grant staff had been in contact with multiple citizens who wanted to develop a duplex or accessory dwelling unit (ADU) but who were unable to or discouraged from doing so due to restraints in the current code.

Following meeting with the planning commission, staff recommended parking requirements for ADUs as “no additional on-site parking spaces are required for an ADU up to 700 square feet in size. For ADUs greater than 700 square feet in size one (1) off street parking space is required.” This is of note as it varies from the grant language which states no parking be required for ADUs.

c. Duplex Amendments

Duplexes can add additional housing units to an area without big density increases. This can provide for more building capacity and home availability in the City in a context-sensitive manner that ensures existing neighborhoods are not disrupted. Further, the smaller unit size typically associated with duplexes can help create more affordable housing compared to the predominant single-family homes in Orting. Currently, duplexes in Orting must go through the Architectural Design Review process. Through these amendments, additional design standards can be included depending on the duplex type. For instance, the design of duplexes on corner lots can be made to more closely resemble a single-family home as each unit's front door can be required to face different streets.

Currently in Orting, duplexes are not permitted in every zone that permits single-family homes. In residential zones where they are permitted, there are onerous standards that make them hard to build. Under current development regulations a lot double the size of that needed to build a single-family home is required to build a duplex, leaving many citizens unable to develop or redevelop a duplex on their property. Despite the building footprint often not being much larger than a single-family home, duplexes must adhere to the development standards as two units, making them difficult to build due to density and lot size standards. For example, in the RU zone, with a density of 6 du/acre a lot would need to be 14,520 SF for a duplex to be built (7,260 SF per unit – the minimum lot size). Orting's code needs to be updated to provide a clear, appropriate process for duplex development as well as include specific design guidelines for duplexes to ensure they blend in with the character of the community.

d. Short Plat Amendments

Short plat code amendments were chosen as it provides an opportunity to encourage new residential development by streamlining the permitting process for plats of up to nine lots. A plat is a scale drawing of a subdivision showing lots, blocks, streets or tracts or other divisions or dedications of land to be subdivided. A short plat, also referred to as a subdivision, is defined in the current code as the division or redivision of land into four (4) or fewer lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership, except as provided in this title.

The Orting Municipal Code (OMC) classifies short plats/subdivisions as a “Type 2” decision and thus follows the Type 2 procedure for permit applications (Figure 1).

Division or redivision of land into more than four lots, tracts, parcels, sites or divisions is classified as a “Type 4” decision and thus follows the Type 4 procedure for permit applications which includes a number of additional steps including a City Council meeting and decisions.

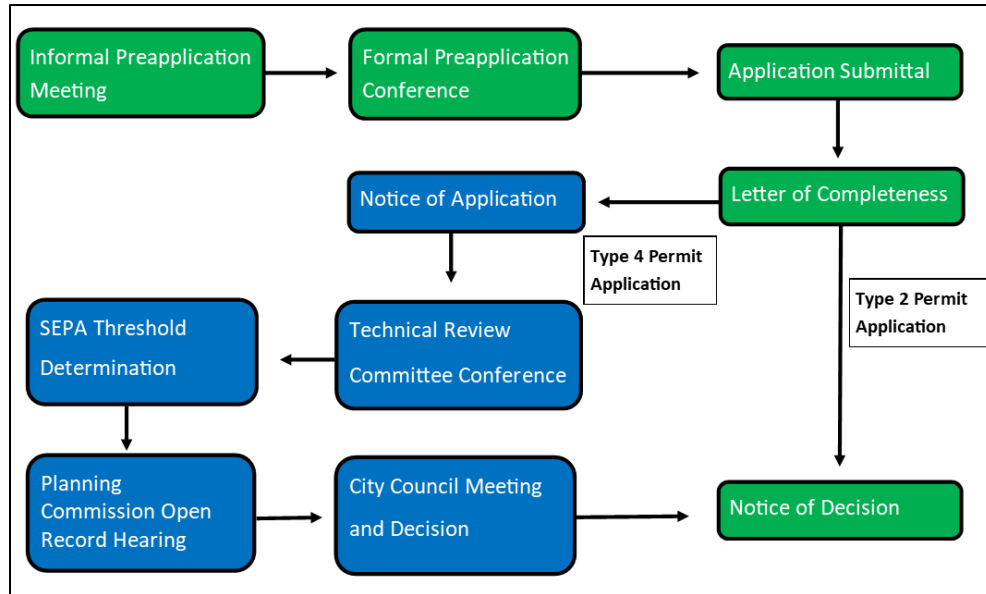


Figure 1.0: Type 2 and Type 4 Application Process

For the City to meet the requirements of the grant action the number of divisions or redivisions of land for a short plat/subdivision in the OMC will need to be increased from four to nine. This would allow divisions or redivisions of up to nine lots to be considered a ‘Type 2’ decision. As divisions or redivisions of land in to 5-9 lots is likely to create more public interest and impact the surrounding area the proposed code amendment includes a note in the ‘Procedures for Permit Applications’ table to specify separate notice requirements for short plats of five or more lots.

III. Consistency with Comprehensive Plan and Development Code

The proposed code amendments are intended to harmonize with the City’s Comprehensive Plan and its Municipal Code by removing impediments to the construction of duplexes, ADUs and the design of subdivisions through the use of lot averaging. The code amendments do not change any zoning or land use designations. Land use impacts resulting from extending the allowance of duplexes in the RC zone and ADUs on lots meeting minimum lot size standards will be mitigated through development regulations found in OMC Title 13 to alleviate effects on adjacent land uses. Specifically, the proposal is consistent with the following goals and policies of the comprehensive plan:

Goal LU 4 Provide a variety of housing choices for new residents;

Pol. LU 4.1 Promote residential areas that offer a variety of housing densities, types, sizes, costs, and locations to meet future demand;

Goal H 1 Ensure adequate housing for all current and future residents of Orting by achieving and maintaining high quality housing and neighborhoods;

Pol. H 1.1 Provide for a variety of housing types and densities in appropriate areas; Goal H 2 Encourage the availability of a wide range of affordable housing to meet the needs of households with varying economic status;

Pol. H 2.1 Ensure that development regulations provide opportunity for a variety of housing densities and types, including mixed use in the downtown;

Pol. H 2.2 Encourage creative design and development of denser, urban housing in and near the downtown;

Pol. H 2.3 Guide sensitive development of accessory dwelling units in all residential zoning classifications;

Goal ED 7 Encourage a variety of affordable housing choices so that people who work in Orting can live here.

IV. Public Involvement

Virtual Open House #1: The first open house was held virtually over Zoom on July 22, 2020 at 6:00 pm. The AHBL planning team gave a presentation and discussed the grants purpose, initiation, and funds, and provided information on the five selected actions the City would be pursuing code amendments for. There were 11 people in attendance. Following the presentation, a question and answer portion was held, there were discussions on density, traffic, impact fees, and utility concurrency.

Virtual Open House #2: The second virtual open house was held over zoom on October 8, 2020 at 6:00pm. The AHBL planning team gave a presentation that briefly talked about the actions and went into more detail on the proposed amendments themselves. There were five people in attendance. During the presentation polls were taken about each topic, the questions and responses are as follows:

- Topic: ADU Size
 - Should the maximum size of an ADU be 1,200 SF? (Single Choice)
 - Yes, the maximum ADU size should be 1,200 SF as proposed → 100%
 - No, the maximum ADU size should be greater than 1,200 SF → 0%
- Topic: Lot Size Averaging
 - When using lot size averaging, should lots be able to be reduced by more than 25% of the minimum lot size? Example: A lot in the RU zone reduced by 25% from the minimum lot size (7,260 SF) would be 5,445 SF (Single Choice)
 - Yes, lot sizes should be allowed to be reduced by more than 25% from the minimum lot size. → 100%
 - No, lot sizes should only be allowed to be reduced by 25% from the minimum lot size. → 0%
 - No, lot sizes should be allowed to be reduced by less than 25% from the minimum lot size. → 0%
- Topic: Duplex lot size
 - Are you satisfied that the City's development and design criteria (height, setbacks, coverage, lot size etc.) will ensure that duplexes can be blended into residential areas in a manner consistent with the City's residential character? (Single Choice)

- Yes → 25%
 - No → 25%
 - Unsure → 50%
- Topic: Short Plat Noticing
 - Should a notice of application be required for short plats of 5-9 lots? Notice of application requirements includes posting on site, publishing in the paper and includes a 14-day comment period. (Single Choice)
 - Yes, require a notice of application for short plats of 5-9 lots → 100%
 - No, do not require notice of application for short plats of 5-9 lots. Keep requirements as they currently are for short plats of 1-4 lots. → 0%

V. Comments Received

No comments were received from city departments or other agencies with jurisdiction. Citizen comments are attached to this staff report as an exhibit.

VI. SEPA Determination

After review of the environmental checklist a SEPA Determination of Nonsignificance was issued September 8, 2020 with a 14-day comment period ending on 5:00 pm September 22, 2020. The notice of determination was published in the Tacoma News Tribune. No comments were received.

VII. Staff Recommendation

Staff recommends approval of the code amendments as proposed.

VIII. Planning Commission Hearing and Recommendation

On December 7, 2020 at 7:00 pm the Planning Commission held an open public hearing regarding the proposed amendments. One public comment was read into the record in support of the proposed amendments.

The planning commission recommends **approval with an amendment** to the staff proposal. The planning commission recommends increasing the required parking by modifying OMC 13-5-6-C.5 to read "Parking: One parking space is required for an ADU up to 700 square feet in size. For ADUs greater than 700 square feet in size one off street parking space is required."

IX. Reconsideration and Appeal

A party to a public hearing may seek reconsideration only of a final decision by filing a written request for reconsideration with the administrator within five (5) days of the oral announcement of the final decision. The request shall comply with OMC 15-10-4B.

Appeals from the final decision of the city council shall be made to Pierce County superior court within 21 days of the date the decision or action became final per OMC 15-10-6.

CITY OF ORTING

WASHINGTON

ORDINANCE NO. 2021-1071

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO HOUSING AND
REGULATORY STREAMLINING; AMENDING ORTING
MUNICIPAL CODE SECTIONS 12-2, 12-4, 13-2, 13-3, 13-5,
15-2, 15-4 AND 15-6; PROVIDING FOR SEVERABILITY;
AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, grants of up to \$50,000 were available for cities with a population of less than 20,000 that are fully planning under the Growth Management Act through the 2020 round of HB 1923 funding; and

WHEREAS, the City Council desired to pursue Washington State Department of Commerce grant funding authorized under the HB 1923; and

WHEREAS, on May 5, 2020 the contract was executed between the City of Orting and the Washington State Department of Commerce for the selected actions under the E2SHB 1923 Grant Program; and

WHEREAS, on July 22, 2020 and October 8, 2020 city staff held virtual public meetings to inform the public about the grant and its purpose and to solicit public feedback on the proposed code amendments; and

WHEREAS, the City's Planning Commission held a public hearing on the proposed amendments on December 7, 2020 and proposed a recommendation of approval with conditions of the amendments and forwarded the recommendation to the City Council; and

WHEREAS, the proposed code amendments were sent to the Department of Commerce on December 8, 2020 for the 60-day intent to adopt review; and

WHEREAS, the City Council held a public hearing on the proposed OMC amendments on March 10, 2021, considered the proposed code amendments and the entire record, including recommendations from the Planning Commission; and

WHEREAS, the City Council held a meeting on March 24, 2021 and made a closed record final decision on the proposed amendments; and

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

Section 1. Recitals. The Recitals set forth above are hereby adopted and incorporated as Findings of Fact and/or Conclusion of Law of the City Council. The City Council bases its findings and conclusions on the entire record of testimony and exhibits, including all written and oral testimony before the Planning Commission and the City Council.

Section 2. OMC Section 12-2, Amended. Orting Municipal Code Section 12-2 is hereby amended as follows:

12-2-13: L:

LOT, CORNER: A lot situated at the junction of and bordered by two (2) intersecting city streets, alleys and driveways are not considered public streets for the purposes of determining corner lots.

LOT LINE, FRONT: The line separating any lot or parcel of land from a street right of way~~The lot line adjacent to any public street.~~ On a through lot, the line abutting the street providing primary access to the lot. In the case of a corner lot, the front line shall be considered to be along both street lot lines.

12-2-20: S:

SHORT PLAT: See definition of ~~Plat~~Subdivision, Short in this chapter.

SUBDIVISION: The division or redivision of land into ~~five-ten~~ (510) or more lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership, including resubdivision of previously subdivided land, except as provided in this title.

SUBDIVISION, SHORT: The division or redivision of land into ~~nine-four~~ (49) or fewer lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership, except as provided in this title.

Section 3. OMC Section 12-4, Amended. Orting Municipal Code Section 12-4 is hereby amended as follows:

- A. Number Of Copies: One original Mylar and ~~three (3)~~fifteen (15) copies. Standard drawing size is eighteen inches by twenty four inches (18" x 24"). Applicants are also encouraged to provide one digital copy ~~on a CD~~ in a CAD program compatible with AutoCad or ArcView.
- B. Pertinent Data: A proposed short plat must include pertinent survey data compiled as a result of a survey made by or under the supervision of a land surveyor registered in the state and engaged in land surveying.
- C. Application Contents: In addition to the requirements for a completed application set forth in ~~title~~ Title 15 of this code, an applicant for a short plat shall submit the following:

12-4-2: TYPE OF APPLICATION:

A short plat is a Type 2 (Administrator) ~~an administrative~~ decision, with the final decision being made by the administrator. The application shall be processed with procedures for such applications as set forth in ~~title~~Title 15, ~~chapter~~Chapter 9 of this code.

12-4-3: CRITERIA FOR APPROVAL:

The administrator shall approve the short subdivision and short plat after making a determination of:

- A. Compliance: Whether the application complies with ~~chapter~~ Chapter 8 of this ~~title~~ Title and Title 15 of this code;
- B. Specific Provisions: If appropriate provisions are made for, but not limited to, the public health, safety and general welfare, for open spaces, drainageways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and shall consider all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school;
- C. Extension Agreement: A developer extension agreement, in accordance with ~~title~~ Title 9, ~~chapter~~ Chapter 4 of this code, has been executed; and
- D. Public Interest: Whether the public interest will be served by the subdivision and dedication.
- E. Development Agreement: As part of the approval, the city and the applicant may enter into a development agreement in accordance with Title 15, Chapter 15 of this code.

~~12-4-4: FINDINGS AND CONCLUSIONS:~~

~~The city shall not approve a short plat and short subdivision unless written findings are made that:~~

~~A.—Compliance: The application complies with chapter 8 of this title and title 15 of this code;~~

~~B.—Specific Provisions: Appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainageways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for those who walk to and from school;~~

~~C.—Public Use And Interest: The public use and interest will be served by the platting of such subdivision and dedication; and~~

~~D.—Development Agreement: As part of the approval, the city and the applicant may enter into a development agreement in accordance with title 15, chapter 15 of this code. (Ord. 792, 7-29-2004)~~

12-4-6: PROHIBITION ON FURTHER DIVISION:

Property in short subdivisions may not be further divided in any manner within a period of five (5) years without the filing of a final subdivision, except that when the short plat contains less than ~~four~~ nine (9) parcels, nothing in this section shall prevent the owner who filed the short plat from filing an alteration within the five (5) year period to create up to a total of ~~four~~ nine (9) lots within the original short plat boundaries. This requirement shall be stated on the face of the short plat.

Section 4. OMC Section 13-2, Amended. Orting Municipal Code Section 13-2 is hereby amended as follows:

13-2-2: A:

ACCESSORY DWELLING UNIT (ADU): A separate, subordinate, complete self-contained dwelling unit attached to or contained within ~~the structure of the primary~~ a single-family dwelling; or contained within a separate structure that is accessory to the primary dwelling unit on the premises.

ACCESSORY STRUCTURE: A building or other structure that is subordinate to the principal building and is incidental to the use of the principal building on the same lot. Accessory dwelling units are not included in this definition.

13-2-5: D:

DUPLEX: A building with two (2) attached dwelling units with a common separation walls-wall or floor. ~~joining the units, neither of which overlaps the other vertically.~~

13-2-13: L:

LOT, CORNER: A lot situated at the junction of and bordered by two (2) intersecting city streets, alleys and driveways are not considered public streets for the purposes of determining corner lots. ~~A lot which has frontage on two (2) or more streets where the streets meet.~~

LOT LINE, FRONT: The line separating any lot or parcel of land from a street right of way. On a through lot, the line abutting the street providing primary access to the lot. In the case of a corner lot, the front line shall be considered to be along both street lot lines.

LOT LINE, REAR: The lot line opposite and most distant from the front lot line, and in the case of a triangular, irregular or other odd shaped lot, the line bordering the lot, generally parallel to, and at the maximum distance from the front lot line. ~~A lot line or lines which are opposite and most distant from the front lot line.~~

LOT SIZE AVERAGING: Lot size averaging is an approach to dividing land that allows a parcel to be divided such that some of the resulting lots are smaller than the minimum lot size required in the applicable zone, in order to preserve critical areas or other topographical adversities and provide greater flexibility, provided that the average lot size in the development as a whole meets that minimum lot size.

13-2-20: S:

SUBDIVISION: A division of land into ~~five-ten~~ (510) or more lots, tracts-, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership, including resubdivision of previously subdivided land, except as provided in this title. ~~or other divisions. Subdivision includes resubdivisions of previously subdivided land.~~

SUBDIVISION, SHORT: A division of land into ~~ninefour~~ (94) or fewer lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership, except as provided in this title.

13-2-26: Y:

YARD, FRONT: The area between the front lot line and the building line extending the full width of the lot. The front yard shall be the area between the front line which primary access is taken and the building setback line. On a corner lot there shall be two (2) front yards.

Section 5. OMC Section 13-3-2, Amended. Orting Municipal Code Section 13-3-2 is hereby amended as follows:

- A. RC Residential-Conservation Zone:

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

B. RU Residential-Urban Zone:

1. Purpose And Intent: The Residential-Urban Zone is intended to provide for high density urban single-family, townhouse, cottage, and duplex residential uses which benefit from the full array of services and amenities available in the Town core.
- ~~2.—Residential Urban Low Zoning Designation On Figure LU-1 In The Orting Municipal Comprehensive Plan: For the purposes of this title, the Residential Urban Low Zone is subject to the regulations for Residential Urban Zone.~~

Section 6. OMC Section 13-3-3, Amended. Orting Municipal Code Section 13-3-3 is hereby amended as follows:

**TABLE 1
CITY OF ORTING LAND USE**

	Zones							
	RC	RU	RMF	MUTC	MUTCN ²	LM	OS	PF
Residential Uses ¹								
Cottage	P	P	P		P			
Cottage Development		p ^{3,4}	p ^{3,4}		P			
Duplex	<u>P</u>	p ¹⁰	P	P	p ²⁵			
Group Residences:		C	C ³	C ³				C ²²

Notes:

1. Residential planned unit developments (PUD) may allow increases in underlying density except in the MUTCN.
2. All development subject to Master Development Plan and MUTCN Bulk and Dimensional Requirements. See sections 13-3-2 E2 and E5 of this code.
3. Subject to architectural design review.
4. As a binding site plan.
- ...
10. ~~Duplexes and T~~ownhouses are not allowed on flag lots (pipestem) in the RU zone.
- ...
22. Redevelopment of the Orting Soldiers' Home subject to site plan and architectural design review approval.
- ...
25. For Senior Housing (aged 55+) only.

TABLE 2 ACCESSORY USES

To view Table 2: Accessory Use in PDF, click [HERE](#)

		Zones
Conditional accessory uses:		
	Cargo container	RU (CUP)
Permitted accessory uses:		
	Accessory buildings <u>structures</u> such as garages, carports, and sheds	All residential zones
	Accessory dwellings <u>units</u> ¹	All residential zones
	Barns and agricultural structures	RC
	Caretaker residences	LM, OS
	Cargo container	LM, PF
	Collective gardens ²	All residential zones
	Maintenance and storage facilities and yards	OS
	Off street parking for 1 commercial truck or van used for commuting	All residential zones
	Parking lots	OS
	Private outdoor storage of small noncommercial trucks, boats and recreational vehicles in required setbacks	All residential zones
	Recreation facilities in conjunction with planned residential developments	All residential zones
	Required automobile parking for permitted principal and conditional uses	All zones
	Required truck loading facilities	All zones
	Restrooms and bathing facilities	OS
	Retail sales associated with the principal manufacturing or processing use and not occupying more than 10 percent of the site area	LM
	Stationary food vending	MUTC
	Uses customarily incidental to the principal uses ³	MUTC
	Utility installations except solid waste disposal facilities	All zones

Notes:

1. Accessory dwelling units are subject to section 13-5-6 of this title.
2. Collective gardens must conform to chapter 8 of this title.
3. Such as seasonal displays, sidewalk sales, etc.

Section 7. OMC Section 13-5-1, Amended. Orting Municipal Code Section 13-5-1 is hereby amended as follows:

**TABLE 1
DEVELOPMENT STANDARDS**

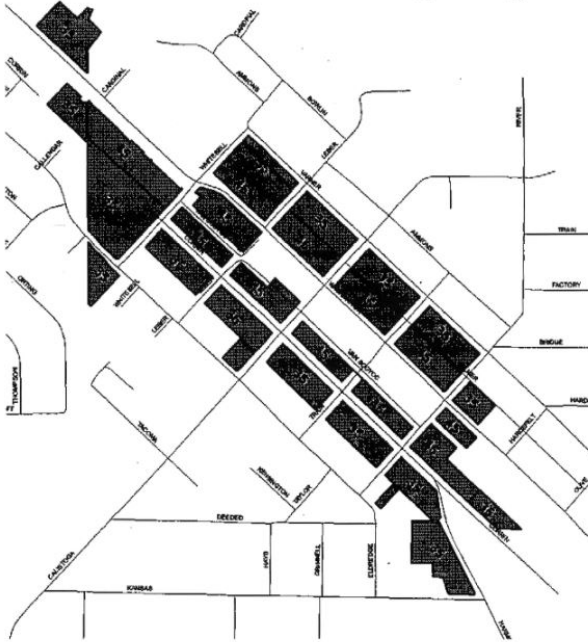
Zones	Minimum Lot Requirements			Setbacks			Maximum Heights	Maximum Building Coverage	Maximum Hard Surface Coverage	Maximum Density ²
	Width	Depth	Area ³	Front	Rear	Side				
RC			2 acres	25' ¹²	25'	8'	35'	20%	50%	1 DU/2A
RU			7,260 sq. ft.	25' ¹²	25'	8'	35'	40%	65%	6 DU/A
RMF	40'	100'	5,450 sq. ft. ⁴⁵ 7,000 sq. ft. ⁵⁶ 4,000 plus 2,000 sq. ft. ⁶⁷ None (nonresidential) ⁷⁸	25' ¹²	25'	8'	35'	50%	75%	8 DU/A
MUTC	None	None	None	None	None	None	45' ¹⁴¹⁵	100%	100%	None
MUTC N	None	None	None ¹⁰⁹	None ¹¹⁰	None ¹¹⁰	None ¹¹⁰	35' ¹⁴¹² 50' ¹²¹³	100% ¹³¹⁴	100%	n/a
LM	None	None	None	None	None	None	35'	100%	100%	n/a
OS	None	None	None	None	None	None	25'	None	None	n/a
PF	None	None	None	⁸⁹	⁸⁹	⁸⁹	⁸⁹	None	None	n/a

Notes:

- Heights specified are for principal structures; maximum height for accessory structures in all zones is 20 feet. [Maximum height for accessory dwelling units is specified in 13-5-6.](#)
- ~~Minimum setback for the nonfront yard of a corner lot is 20 feet.~~ [Duplex density may be increased in accordance with the minimum lot area found in 13-5-1-H of this title.](#)
- [Lot size averaging is permitted pursuant to 13-5-1-I of this title.](#)
- Except as modified in this chapter.
- Minimum lot area for single-family detached dwellings.
- Minimum lot area for ~~duplexes and~~ townhouses.
- Minimum lot area for multi-family dwellings: 4,000 square feet for the first unit and 2,000 for each additional unit.
- No minimum lot area for nonresidential uses.
- Minimum setbacks and building heights consistent with the most intensive adjacent zone.
- Minimum area for master plans is 5 acres.
- Setbacks to be determined during site plan review.
- In sectors 1 and 3.
- In sector 2.
- Minimum open space requirement is 1,000 square feet for every 10,000 square feet of building area.
- Or 3 stories subject to architectural design review. Height limit applies to those portions of the MUTC Zone shown in figure A of this section.

FIGURE A

Building Heights



1. Setback Measurement: A setback is measured from the edge of a street right of way, access easement or private road. Where there is no street right of way, access easement or private road, a setback is measured from the property line.
2. Designation Of Required Setbacks: All lots except pipestem lots must contain at least one front yard setback. A front yard setback shall be required abutting each right of way on corner lots and through lots. All lots must contain one rear yard setback except for corner, through, and pipestem lots. All other setbacks will be considered interior-side yard setbacks.
Corner Lots: If a lot abuts the intersection of two (2) or more street rights of way, a front yard setback is required abutting one right of way as described in table 1 of this section
3. Through Lots: In the case of a through lot, a front yard setback is required abutting each street right of way.
4. Front Yard Setback Averaging: Averaging may be used to reduce a front yard setback requirement when a principal building has been established on an adjacent lot within the required yard. This provision shall not apply if the adjacent lot has received a reduced setback based upon a discretionary land use approval. This exception shall be calculated as follows:
 - a. Averaging shall be calculated by adding the existing front yard setbacks of the adjacent lots together and dividing that figure by two (2).
 - b. When an adjacent lot is vacant, averaging shall be calculated by adding the front yard setback of the adjacent developed lot with the minimum front yard setback of the zone in which the construction is proposed and dividing that figure by two (2).
5. Slopes: If the topography of a lot is such that the minimum front yard setback line is eight feet (8') or more above the street grade, and there is no reasonable way to construct a driveway up to the

dwelling unit level, a garage/carport may be built into the bank and set at least five feet (5') back from the right of way.

6. Accessory Structures, Interior Yard Exception: Detached one-story accessory structures may occupy twenty five percent (25%) of the total area of a side yard and shall maintain a minimum five (5) foot setback, except in the MUTC zone.~~(that portion of the yard exclusive of required setbacks)~~ This does not apply to Accessory Dwelling Units.
7. Accessory Structures, Rear Yard Exception: Detached one-story accessory structures may occupy fifty percent (50%) of the total area of a rear yard and shall maintain a minimum ~~three foot (3')~~five (5) feet setback, except in the MUTC zone. This does not apply to Accessory Dwelling Units.

...

A. Heights Standards:

...

B. General Development Standards:

...

C. RU Zone Pipestem (Flag) Lot Development Standards

...

D. Cottage Housing Development Standards

...

E. Duplex Development Standards

1. Duplexes shall be designed to blend in with the single-family character of the neighborhood.
2. If located on a corner lot, each unit of the duplex shall face onto an adjacent street, and no two units' front doors and garages are permitted to face the same street frontage.
3. Lot size requirements for duplexes in residential zones are as follows:
 - i. Residential Conservation (RC):
 1. Duplex minimum lot size: Two (2) acres
 - ii. Residential Urban (RU):
 1. Duplex minimum lot size: 7,260 square feet
 - iii. Residential Multi-Family (RMF):
 1. Duplex minimum lot size: 7,000 square feet

F. LOT SIZE AVERAGING

1. Purpose: To allow flexibility in the creation of new subdivisions to accommodate development barriers including, but not limited to, shorelines, wetlands, and critical areas, provided that the average lot size in the development as a whole meets the district's minimum lot size and the density as a whole does not exceed the districts maximum density standards.
2. Applicability: Lot size averaging provisions of this chapter apply to and may be used by developers of land who are dividing land in conformance with the provisions of this title, and in which the land is located in the following zones:
 - i. RC Residential-Conservation Zone (OMC 13-3-2-A)
 - ii. RU Residential-Urban Zone (OMC 13-3-2-B)
 - iii. RMF Residential-Multi-Family Zone (OMC 13-3-2-C)
3. Standards

- i. Lot size averaging cannot result in a parcel being divided into a greater number of lots than would result from development at the normal minimum lot size required in the applicable zone.
- ii. In approved short plats and subdivisions, the individual lots shall be considered in compliance with minimum area requirements if the average of the areas of all the lots in the short plat or subdivision meets the minimum requirement for the zone in which the short plat or subdivision is located.
- iii. Lot size averaging only applies to creation of lots for detached single-family residences.
- iv. Lot size averaging shall not be used to create lots for duplexes or multifamily dwellings as defined by OMC 13-2-14.
- v. No individual single-family lot shall be reduced more than 25% from the district minimum required area.
- vi. No single-family lot shall be reduced in width to less than 40 feet (regardless of lot depth).
- vii. No single-family lot shall be reduced in depth to less than 70 feet (regardless of lot width).
- viii. All of the following are to be subtracted from the net square footage of a lot for the purpose of determining the area of a lot proposed for lot averaging:
 - 1. Public right-of-way;
 - 2. Private roads, private primary access easement; and
 - 3. Minor portion (pipestem) of pipestem lots.
- ix. The area of easements other than that of the primary access (public right-of-way or private easement) shall not be subtracted from the net square footage of a lot.
- x. Surface detention/retention facilities may count toward calculations for lot size averaging only if the detention/retention facility:
 - 1. is designed so as to appear as a natural wetland system, or
 - 2. provides active or passive recreational benefits in a natural landscaped setting.
- xi. Developments utilizing lot size averaging shall not receive preliminary or final approval as phased developments unless each phase meets the lot size averaging standards for the total land area included in that phase.

Section 8. OMC Section 13-5-3, Amended. Orting Municipal Code Section 13-5-3 is hereby amended as follows:

I. Parking Spaces Required For Particular Uses: The minimum number of off street parking spaces required for nonresidential uses shall be as set forth in the following: (Ord. 943, 5-14-2014)

	Use	Parking Spaces Required

1.	All dwellings (RC, RU, RMF, MUTC)	2 off street spaces per unit ¹
2.	Daycare centers; home based	1 for each employee, plus 1 additional, not including required residential spaces
	Nonresidential	1 for each employee, plus 1 for every 10 children or adults
3.	Banks, savings and loan associations, business or professional offices	1 for each 400 square feet of gross floor area
4.	Bowling alleys	4 for each alley
5.	Churches	1 for each 5 seats in the principal place of assembly for worship, including balconies and choir loft
6.	Dance halls, skating rinks, youth cabarets	1 for each 25 square feet of skating or dancing area, plus 1 per 40 square feet of all other building area
7.	Establishments for the sale and consumption on the premises of food and beverages, including fraternal and social clubs ^{1,2}	1 for each 200 square feet of gross floor area
8.	Fraternity, sorority or group student house	1 for each 3 sleeping rooms or 1 for each 6 beds, whichever is greater
9.	Hospitals	2 for each bed
10.	Large group home, institution	1 for each 2 beds
11.	Libraries and museums	1 for each 250 square feet of floor area open to the public
12.	Lodging and rooming house	1 for each sleeping room
13.	Manufacturing uses, research and testing laboratories, creameries, bottling establishments, bakeries, canneries, printing and engraving shops	1 for each employee on a maximum shift
14.	Medical or dental clinics	5 for each physician or dentist
15.	Motels, hotels	1 for each unit
16.	Motor vehicle or machinery sales, wholesale stores, furniture stores	1 for each 400 square feet of gross floor area
17.	Retail stores	1 for each 300 square feet
18.	Schools; high schools	1 for each 8 students, plus 1 for each faculty member (exclusive of loading and unloading area)
	Elementary and junior high	1 for each faculty member
19.	Stadiums, auditoriums, community clubs, community centers, and other places of assembly	1 for each 4 seats
20.	Theaters	1 for each 3 seats

21.	Warehouses and storage buildings	1 for each 2,000 square feet of gross floor area, except that office space shall provide parking as required for offices
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Notes:

1. See 13-5-6 for accessory dwelling unit off street parking requirements.

~~12.~~ Stationary vendor units used to provide food vending services are exempt from off street parking requirements; provided that, the principal use meets the established parking requirements for such principal use

Section 9. OMC Section 13-5-6, Amended. Orting Municipal Code Section 13-5-6 is hereby amended as follows:

- A. Purpose: Accessory dwelling units (ADUs) are intended to increase the supply of affordable and independent housing for a variety of households, ~~increase home and personal security~~, provide supplemental earnings for people with limited incomes, and increase residential densities with minimal cost and disruption to existing neighborhoods. This should occur by utilizing the existing infrastructure and community resources while protecting the existing character of single-family neighborhoods.
- B. Procedures: Any owner/occupant seeking to establish an ADU shall apply for approval in accordance with the following:
 - 1. Application: The owner/occupant shall apply for a building permit for an ADU. A complete application form must demonstrate that all size thresholds and design standards are met.
 - ~~2. Affidavit: An affidavit affirming that the owner will occupy the principal dwelling or the ADU and agreeing to all the general requirements as provided in this title is required.

 - ~~a. An ADU shall be converted to another permitted use or shall be removed if one of the two (2) dwelling units is not owner occupied.~~~~
 - 3. Notice Of Title: Prior to occupancy of the ADU, the owner shall record a notice on the property title acknowledging the existence of the ADU with the Pierce County auditor. Such notice shall be in a form as specified by the city and shall include as a minimum:
 - a. The legal description of the property which has been approved for an ADU;
 - b. The applicability of the restrictions and limitations contained in this section;
 - c. A copy of the city approved floor/site plan; and
 - d. The property owner's signature on the notice. The signature shall be notarized prior to recording the notice.
- C. General Requirements: The creation of an ADU shall be subject to the following general requirements:
 - 1. Number: ~~A maximum of One (1)~~ A maximum of one (1) ADU shall be allowed per lot of record as an accessory use in conjunction with any detached single-family ~~structuredwelling~~.
 - 2. Lot Standards:
 - a. An attached ADU shall be permitted on all parcels containing single-family homes where the lot is at least three thousand two hundred (3,200) square feet in size

- b. Both attached and detached ADUs shall be permitted on all parcels containing single-family homes, provided lots are at least four thousand three hundred fifty six (4,356) square feet in size.
- 3. Type Of Unit:
 - a. An ADU shall be permitted as a second, subordinate dwelling unit attached to, or detached from the principal dwelling.
 - b. A detached ADU may be any dwelling permitted in the applicable land use classification.
- 4. Size: An ADU shall be no greater than one thousand, two hundred (1,~~000~~200) square feet.
- 5. Parking: One (1) additional on-site parking space is required for an ADU up to 700 square feet in size. For ADUs greater than 700 square feet in size two (2) off street parking spaces are required.
- 6. Design: An ADU shall be designed to maintain the appearance of the principal dwelling as a single-family residence.
 - a. The entrance to an attached ADU shall not be directed towards any front yard unless utilizing an existing doorway.
 - b. Detached ADUs shall be no closer to the front lot line than the front face of the principal dwelling. This provision shall not apply to waterfront lots regulated pursuant to the city shoreline management program.
 - c. New construction of a detached ADU or conversion of an existing detached structure to an ADU shall not be permitted within the required front, side or rear yard setback as outlined in OMC 13-5-1.C, table 1. An exception to the required rear yard setback may be allowed if the rear yard abuts an alley.
 - d. If an ADU is created by constructing a new detached structure, the building height of the ADU shall not be greater than the principal dwelling's building height or 30 feet, whichever is less.
 - e. An ADU shall have similar facade, roof pitch and siding to the principal dwelling unit.

Section 10. OMC Section 15-2-20, Amended. Orting Municipal Code Section 15-2-20 is hereby amended as follows:

SUBDIVISION: A division of land into ~~five~~ ten (10~~5~~) or more lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership, including resubdivision of previously subdivided land, except as provided in this title. ~~or other divisions. Subdivision includes resubdivisions of previously subdivided land.~~

SUBDIVISION, SHORT: A division of land into ~~four~~ nine (4~~9~~) or fewer lots, ~~or~~ tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership, except as provided in this title.

Section 10. OMC Section 15-4, Amended. Orting Municipal Code Section 15-4 is hereby amended as follows:

TABLE 15-4-1

	Procedure For Permit Applications					Legislative	
	Type 1	Type 2	Type 2a	Type 3	Type 3a	Type 4	Type 5
Recommendation by	n/a	n/a	Administrator	n/a	n/a	Planning commission	Planning commission
Final decision by	Administrator	Administrator	Planning commission	Hearing examiner	Planning commission	City council	City council
Notice of application	No	No ¹	No	Yes	Yes	Yes	No
Open record public hearing or open record appeal of final decision	No	Only if appealed. Open record hearing with hearing examiner	Only if appealed. Open record hearing with hearing examiner; recommendation made by hearing examiner to the city council	Yes, before hearing examiner	Yes, before planning commission	Yes, before planning commission	Yes, before planning commission
Closed record appeal/final decision	No	No, unless appealed to council	City council	No, unless appealed to council	No, unless appealed to council	Yes, before council	Yes, or council may hold another public hearing
Judicial appeal	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Note:

1. Notice of application is required for short plats of five (5) or more lots.

Section 10. OMC Section 15-6-2, Amended. Orting Municipal Code Section 15-6-2 is hereby amended as follows:

15-6-2: APPLICABILITY:

- C. The following are exempted from impact fees:
 1. Alteration, expansion, reconstruction, or replacement of existing single-family or multi-family dwelling units that does not result in additional dwelling units.
 2. As for school impact fees only, any new dwelling unit subject to restrictions that may be legally enforced by a private party or governmental entity limiting occupants to a minimum adult age or to populations that do not include children under the age of eighteen (18), including nursing homes and retirement centers; provided that this exclusion ceases if the exempted dwelling unit(s) is later converted to permanent use as a dwelling not subject to the restrictions.

3. As for school impact fees only, hotels, motels, and other transient accommodations provided that this exclusion ceases if the exempted development is later converted to permanent use as a dwelling not subject to these restrictions.
4. Accessory dwelling units ([exemption applies to school and park impact fees only](#)).
5. Development which has impact mitigation provided through environmental review under the state environmental policy act.

Section 11. OMC Section 15-6A-7, Amended. Orting Municipal Code Section 15-6A-8 is hereby amended as follows:

15-6A-7: CALCULATION OF IMPACT FEES:

- A. The city shall calculate the transportation impact fees as set forth in attachment A as referenced in section 15-6A-2 of this article subject to the provisions of this article.
- B. In determining the proportionate share, the method of calculating impact fees [shall use trip generation methodology consistent with the latest edition of the Institute of Transportation Engineers Trip Generation Manual. Accessory dwelling units shall be calculated using ITE Use Number 220, Apartment customer type. The calculation](#) shall incorporate, among other things, the following:

Section 12. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 13. Codification. The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the above, and publish the amended code.

Section 14. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF _____, 2021.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk, CMC

Approved as to form:

Charlotte A. Archer
Inslee, Best, Doezie & Ryder, P.S.
City Attorney

Filed with the City Clerk: 2.9.21

Passed by the City Council:

Date of Publication:

Effective Date:

HOUSING

code amendments

The City of Orting received a grant from the Department of Commerce to fund housing code updates. The purpose of the grant and associated code updates is to improve the City's residential building capacity and streamline its regulatory code.



VIRTUAL OPEN HOUSE

July 22, 2020 6:00 pm - 7:00 pm

This meeting will initiate the public process for these housing and subdivision code amendments. We invite you to attend the first open house to learn about the project, the types of potential code amendments that may be coming, the project timeline, and how you can stay involved throughout the process.

The City is utilizing remote attendance for this meeting. To join the meeting on a computer use the following link: <https://zoom.us/j/97853891287>

To join via a mobile phone: Dial (for higher quality, dial a number based on your current location): +1 253-215-8782 or +1 669-900-6833 or +1 346-248-7799 or +1 929-205-6099 or +1 301-715-8592 or +1 312-626-6799

Webinar ID: 978 5389 1287



For more information contact us:

Emily Adams | 253-284-0263 | eadams@cityoforting.org

HOUSING

code amendments

The City of Orting received a grant from the Dept. of Commerce to fund housing and subdivision code updates. The purpose of the grant and associated code updates is to improve the City's residential building capacity and streamline its regulatory code.



VIRTUAL OPEN HOUSE #2

Sept. 28, 2020 6:00 pm - 7:00 pm

This meeting is the second open house in the public process for the housing and subdivision code amendments. We invite you to attend the open house to learn about the project, proposed code amendments, timeline, and how you can stay involved throughout the process. Find more information on the amendments including a video of the previous presentation at this website:

<https://ortingplanning.wixsite.com/codeamendments>

The City is utilizing remote attendance for this meeting. To join the meeting on a computer use the following link: <https://zoom.us/j/99198212671>

To join via a mobile phone: Dial (for higher quality, dial a number based on your current location): +1 253-215-8782 or +1 669-900-6833 or +1 346-248-7799 or +1 929-205-6099 or +1 301-715-8592 or +1 312-626-6799 *(note: these numbers are not toll-free).*

Webinar ID: 978 5389 1287



For more information contact:

Emily Adams | 253-284-0263 | eadams@cityoforting.org

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background

1. Name of proposed project, if applicable:

HB 1923 Grant - Housing Code Amendments

2. Name of applicant:

**Emily Adams, AICP
City Planner, City of Orting**

3. Address and phone number of applicant and contact person:

**Mailing Address: PO Box 489, Orting, WA 98360
Phone: 253-284-0263**

4. Date checklist prepared:

August 27, 2020

5. Agency requesting checklist:

City of Orting

6. Proposed timing or schedule (including phasing, if applicable):

The Housing Code Amendments are a nonproject action undergoing public review. Action on the amendments by the Orting City Council is anticipated in March 2021.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

The number of potential lots that may support accessory dwelling units (ADUs) and/or duplexes has been analyzed using Pierce County Assessor and GIS information. The number of potential 5-9 lot short plats has also been analyzed using Pierce County GIS data.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

The City of Orting currently has projects in the various stages of development review prior to issuance of preliminary and final plat.

10. List any government approvals or permits that will be needed for your proposal, if known.

The proposed amendments would require approval by the Orting City Council.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

In 2019 the Washington Legislature passed bill 1923 (HB 1923) to provide funds to Washington communities to support a housing action plan or code amendments related to residential building capacity, production of a greater variety of housing types, and/or increase regulatory streamlining. The City of Orting applied for and received a \$50,000 grant and selected five of the 12 eligible actions related to code amendments to pursue. These actions include (per RCW 36.70A.600):

- **Authorize at least one duplex on each parcel in one or more zoning districts that permit single-family residences unless a city documents a specific infrastructure or physical constraint that would make this requirement unfeasible for a particular parcel.**
- **Authorize cluster zoning or lot size averaging in all zoning districts that permit single-family residences.**
- **Authorize ADUs on all parcels containing single-family homes where the lot is at least 3,200 square feet in size, and permit both attached and detached ADUs on all parcels containing single-family homes, provided lots are at least 4,356 square feet in size. Qualifying city ordinances or regulations may not provide for on-site parking requirements, owner occupancy requirements, or square footage limitations below 1,000 square feet for the ADU, and must not prohibit the separate rental or sale of ADUs and the primary residence. Cities must set applicable impact fees at no more than the projected impact of the ADU. To allow local flexibility, other than these factors, ADUs may be subject to such regulations, conditions, procedures, and limitations as determined by the local legislative authority, and must follow all applicable state and federal laws and local ordinances.**
- **Authorize a duplex on each corner lot within all zoning districts that permit single-family residences.**
- **Allow for the division or redivision of land into the maximum number of lots through the short subdivision process provided in chapter 58.17 RCW**

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The City of Orting is located between the Puyallup and Carbon Rivers in Pierce County, generally within Township 18N and 19N, Range 5E. This is a non-project action that would affect multiple parcels in the City of Orting.

B. Environmental Elements

No discussion of the individual Environmental Elements is required for GMA actions per WAC 197-11-235.3.b.

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 

Name of signee: Emily Adams, AICP

Position and Agency/Organization: City Planner, City of Orting

Date Submitted: September 3, 2020

D. Supplemental sheet for nonproject actions

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The amendments would not change the maximum coverage limits, or limit the use of required LID BMPs and is therefore not likely to increase discharge to water. The proposal is not expected to have any impact on air emissions, the production, storage, or release of toxic or hazardous substances or noise.

Proposed measures to avoid or reduce such increases are:

Any future development will be subject to the City of Orting requirements for drainage; air emissions; production, storage, or release of toxic or hazardous substances; and noise. Stormwater will be managed with designs that meet the standards of the 2012 Ecology Stormwater Management Manual for Western Washington, as amended in 2014. The 2012 Low Impact Development Technical Guidance Manual for the Puget Sound; and the 2013 Rain Garden Handbook for Western Washington are other design tools to ensure that stormwater is managed appropriately.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The City of Orting Municipal Code Title 11 governs the protection and uses allowed within critical areas and their buffers. These standards include management practices deemed by the Washington State Department of Ecology and the Washington State Department of Commerce to incorporate best available science. The lot size averaging code amendment will further aid in protecting critical areas by permitting flexibility in developments by allowing lots to vary in size in a manner that minimizes disturbance to critical areas.

The City's Critical Areas Code (Title 11) requires applicants proposing to develop sites containing or adjacent to critical areas have a qualified professional submit a critical areas special study for City review and approval. The proposed amendments will not influence the manner by which the City's Critical Areas Code is applied to development projects.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Development proposals will be required to comply with the standards found in Title 11 – Critical Areas, Title 14 – Flood Control, and Title 13-5-2-C – Preservation of Significant Trees and Vegetation, in order to protect or conserve plants, animals, and fish. The City will require landscape plans (including significant trees) and critical areas reports during project-level SEPA environmental review for proposals as required under OMC 11-2-1 and OMC 13-5-2, respectively. There will be no change in the application of these existing codes to development proposals.

3. How would the proposal be likely to deplete energy or natural resources?

The proposal could result in duplexes being developed on lots that previously would have only permitted single family homes, and the construction of additional ADUs being built. This increase in density and units on a site would result in an increase in energy use. The development of ADUs and duplexes could result in depletion of on-site natural resources such as vegetation and trees due an increase the amount of the lot covered by structures.

Proposed measures to protect or conserve energy and natural resources are:

The retention of native vegetation and significant trees is a required stormwater management technique within the City of Orting which has the dual benefit of aiding in the conservation of natural resources. The City of Orting also has adopted a suite of building codes adopted by the Washington State Building Code Council WAC Title 15 to aid in the conservation of energy and resources.

These include:

- 1. The International Building Code, published by the International Code Council, Inc.;**
- 2. The International Residential Code, published by the International Code Council, Inc.;**

3. **The International Mechanical Code, published by the International Code Council, Inc., including the International Fuel Gas Code and the National Fuel Gas Code, published by the International Code Council, Inc., except that the standards for liquified petroleum gas installations shall be NFPA 58 (storage and handling of liquified petroleum gases) and ANSI Z223.1/NFPA 54 (National Fuel Gas Code);**
 4. **The International Fire Code, published by the International Code Council, Inc., including those standards of the National Fire Protection Association specifically referenced in the International Fire Code; provided that, notwithstanding any wording in this code, participants in religious ceremonies shall not be precluded from carrying hand held candles;**
 5. **Except as provided in Revised Code Of Washington 19.27.170, the Uniform Plumbing Code and Uniform Plumbing Code standards, published by the International Association of Plumbing and Mechanical Officials; provided that, any provisions of the Uniform Plumbing Code and Uniform Plumbing Code standards affecting sewers or fuel gas piping are not adopted; and**
 6. **The rules adopted by the City Council establishing standards for making buildings and facilities accessible to and usable by the physically disabled or elderly persons as provided in Revised Code of Washington 70.92.100 through 70.92.160, as now or hereafter amended.**
4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The proposal would not directly affect environmentally sensitive areas or areas designated (or eligible or under study) for government protection. The City's Critical Areas Code (Title 11) has the purpose of limiting development and alteration of critical areas and requires applicants proposed to develop sites containing or adjacent to critical areas have a qualified professional submit a critical areas special study for City review and approval. There will be no change in the application of the City's Critical Areas Code (Title 11) to development proposals.

Proposed measures to protect such resources or to avoid or reduce impacts are:

As the proposal is not expected to negatively affect environmentally sensitive areas or areas designated for governmental protection no specific measures are proposed to avoid or reduce impacts to these resources. Development proposals will be required to continue complying with the standards found in Title 11 – Critical Areas, Title 14 – Flood Control, and Section 13-5-2-C – Preservation of Significant Trees and Vegetation, in order to protect or conserve plants, animals, floodplains, and critical areas. There will be no change in the application of the City's Critical Areas Code (Title 11), the Flood Control Code (Title 14), and the Significant Trees and Vegetation standards (Section 13-5-2-C) to development proposals.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The proposal will affect land and shoreline use by amending development regulations for duplexes, ADUs, and lot size averaging for parcels of land in zones that permit single-family residential dwelling units. The proposed amendments will streamline entitlement and siting provisions for duplexes and ADUs. This will likely impact on how land is developed during future site-specific development but will not allow or encourage land or shoreline use that is incompatible with existing plans. No zoning or land use designations in the City will change as a result of these amendments.

Proposed measures to avoid or reduce shoreline and land use impacts are:

The proposed code amendments are intended to harmonize with the City's Comprehensive Plan and its Municipal Code by removing impediments to the construction of duplexes, ADUs and the design of subdivisions through the use of lot averaging. The code amendments do not change any zoning or land use designations. Land use impacts resulting from extending the allowance of duplexes in the RC zone and on all corner lots that permit single-family homes and ADUs on lots meeting minimum lot size standards will be mitigated through development regulations found in OMC Title 13 to alleviate effects on adjacent land uses.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposed amendments will create a higher residential capacity for the City. The amendments would allow for development and redevelopment of lots in a higher density, through duplexes and ADUs, than what is seen currently. The proposal is not expected to increase density rapidly, or excessively, but proposed to accommodate the anticipated population growth in the next 20+ years. The increase in housing will result in an associated increase in demands on transportation and public services. This increase in demands on services is anticipated to occur in incremental increases over the long-term in conjunction with population increases. Impacts associated with the traffic impacts will be mitigated at the time of development through the payment of traffic impact fees. In addition to traffic impact fees, proposals would not be permitted to develop if transportation infrastructure is not provided concurrent with development. Other public services and utilities such as water and sewer are considered adequate to accommodate the planned housing that would be created as a result of the amendments.

Proposed measures to reduce or respond to such demand(s) are:

Future site-specific development applications will be subject to SEPA environmental review and code requirements. For larger projects, traffic impact analyses may be required to evaluate the impacts associated with development proposals, as determined by the City Engineer. Traffic impacts will be required consistent with OMC 15.6 (Impact Fees). Additional point impacts may also require mitigation. Concurrency for utilities is required for development in the City limits, requiring water and sewer availability to be built.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The proposed amendments to the City's municipal code are not known to conflict with any local, state or federal laws relating to the protection of the environment.



CITY OF ORTING

110 TRAIN ST SE, PO BOX 489, ORTING WA 98360

Phone: (360) 893-2219 FAX: (360) 893-6809

www.cityoforting.org

SEPA Determination of Non-Significance (DNS)

Name of Proposal: HB 1923 Grant - Housing Code Amendments

Proponent: City of Orting

Description: The City of Orting received a grant from the Department of Commerce through the Washington State Legislature. Through this grant, code amendments are proposed for the Orting Municipal Code related to:

- Authorizing at least one duplex on each parcel in one zoning district
- Authorizing lot size averaging in all zoning districts that permit single-family residences
- Authorizing attached accessory dwelling units (ADUs) in compliance with HB 1923 requirements found in RCW 36.70A.600
- Authorizing a duplex on each corner lot within all zoning districts that permit single-family residences
- Allowing for the division or redivision of land into the maximum number of lots through the short subdivision process provided in chapter 58.17 RCW

Location: The City of Orting is located between the Puyallup and Carbon Rivers in Pierce County, generally within Township 18N and 19N, Range 5E. This is a non-project action that would affect multiple parcels in the City of Orting.


Lead Agency: City of Orting.

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030. This decision was made after review of a completed environmental checklist and other information on file with the lead agency. The information is available to the public on request.

Responsible Official: City Administrator or his/her authorized designee
Mark Bethune, City Administrator
City of Orting
Orting City Hall, 110 Train St SE, Orting, WA 98360

Please submit written comments to Mark Bethune at the address above, or by email to Emily Adams, City Planner at eadams@cityoforting.org

This Determination of Nonsignificance (DNS) is issued under WAC 197-11-340(2). The Lead Agency will not act on this proposal for 14 days from the issue date (issue date: September 8, 2020. Comments must be submitted by 5:00 pm on September 22, 2020.)



Mark Bethune, City Administrator

9/3/20

Date

“Small Town – Big View”

Ad Order Information

Ad Number	Ad Type	Production Method	Production Notes
0004748889-01	TAC-Legal Liner	AdBooker	

External Ad Number	Ad Attributes	Ad Released	Pick Up
		No	

Ad Size	Color
2 X 28 li	

Product	Placement	Times Run	Schedule Cost
TAC-NT-News Tribune	0300 - Legals Classified	1	\$264.09

Run Schedule Invoice Text	Position
SEPA Determination of Non-Significance (0301 - Legals & Public Notices

Run Dates
09/08/2020

Product	Placement	Times Run	Schedule Cost
TAC-upsell.thenewstribune.com	0300 - Legals Classified	1	\$65.50

Run Schedule Invoice Text	Position
SEPA Determination of Non-Significance (0301 - Legals & Public Notices

Run Dates
09/08/2020

SEPA Determination of Non-Significance (DNS)

Name of Proposal: HB 1923 Grant - Housing Code Amendments

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Description: The City of Orting received a grant from the Department of Commerce through the Washington State Legislature. Through this grant, code amendments are proposed for the Orting Municipal Code related to: Authorizing at least one duplex on each parcel in one zoning district;

Authorizing lot size averaging in all zoning districts that permit single-family residences; Authorizing attached accessory dwelling units (ADUs) in compliance with HB 1923 requirements found in RCW 36.70A.600; Authorizing a duplex on each corner lot within all zoning districts that permit single-family residences; Allowing for the division or redivision of land into the maximum number of lots through the short subdivision process provided in chapter 58.17 RCW.

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Lead Agency: City of Orting. The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030. This decision was made after review of a completed environmental checklist and other information on file with the lead agency. The information is available to the public on request.

Responsible Official: Mark Bethune, City Administrator, City of Orting, 110 Train St SE, Orting, WA 98360 / Please submit written comments to Mark Bethune at the address above, or by email to Emily Adams, City Planner at eadams@cityoforting.org

This Determination of Nonsignificance (DNS) is issued under WAC 197-11-340(2). The Lead Agency will not act on this proposal for 14 days from the issue date (issue date: September 8, 2020. Comments must be submitted by 5:00 pm on September 22, 2020.)

NOTICE OF ORTING PLANNING COMMISSION PUBLIC HEARING

Monday, December 7, 2020 – 7:00 pm

NOTICE IS HEREBY GIVEN the Orting Planning Commission will be holding a Public Hearing. The purpose of this hearing is to receive public testimony regarding a proposal for housing and subdivision code amendments. The City of Orting received a grant from the Department of Commerce through the Washington State Legislature. Through this grant, code amendments are proposed for the Orting Municipal Code related to: Authorizing at least one duplex on each parcel in one zoning district; Authorizing lot size averaging in all zoning districts that permit single-family residences; Authorizing attached accessory dwelling units (ADUs) in compliance with RCW 36.70A.600; Authorizing a duplex on each corner lot within all zoning districts that permit single-family residences; Allowing for the division or redivision of land into the maximum number of lots through the short subdivision process provided in RCW 58.17.

The hearing will be held at a virtual regular Planning Commission Meeting on Dec. 7, 2020 at 7:00pm. The City is utilizing remote attendance for the hearing. Comments made be made by the public by a log in or call in number and then entering the Meeting ID. To join the meeting/hearing on a computer or phone:

Virtual: <https://bluejeans.com/455232308>

Phone Dial-in: +1.408.419.1715 or +1.408.915.6290

Then enter meeting ID: 455 232 308

If you are unable to join the hearing written comments may be submitted to City Planner Emily Adams electronically, no later than 1:00pm on Dec. 7, 2020 at EAdams@cityoforting.org or by mail to the Planning Commission secretary at 104 Bridge St S, PO Box 489, Orting, WA, 98360.

Written comments will be sent to the Commission prior to the hearing and will become part of the public record. Further information may be obtained by emailing Emily Adams at the email above or by phone at 253-284-0263.



Ad Order Information

<u>Ad Number</u>	<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
0004817390-01	TAC-Legal Liner	AdBooker	

<u>External Ad Number</u>	<u>Ad Attributes</u>	<u>Ad Released</u>	<u>Pick Up</u>
		No	

<u>Ad Size</u>	<u>Color</u>
2 X 20 li	

<u>Product</u>	<u>Placement</u>
TAC-NT-News Tribune	0300 - Legals Classified
<u>Run Schedule Invoice Text</u>	<u>Position</u>
NOTICE IS HEREBY GIVEN the Orting Planni	0301 - Legals & Public Notices

Run Dates
11/27/2020

<u>Product</u>	<u>Placement</u>
TAC-upsell.thenewstribune.com	0300 - Legals Classified
<u>Run Schedule Invoice Text</u>	<u>Position</u>
NOTICE IS HEREBY GIVEN the Orting Planni	0301 - Legals & Public Notices

Run Dates
11/27/2020

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If you are unable to join the hearing written comments may be submitted to City Planner Emily Adams electronically, no later than 1:00pm on Dec 7, 2020 at EAdams@cityoforting.org. Written comments will be sent to the Commission prior to the hearing and will become part of the public record. Further information may be obtained by emailing Emily Adams or by phone at 253-284-0263.

Emily Adams

To: Emily Adams
Subject: RE: Orting ADU regulation update/change

From: stewsjunk@comcast.net <stewsjunk@comcast.net>
Sent: Thursday, June 4, 2020 11:08 AM
To: Emily Adams <eadams@AHBL.com>
Subject: RE: Orting ADU regulation update/change

Hi Emily,
Hope you are well at this odd time in our lives.

From my last email I wanted to add some info on the ADU subject. It would seem no telling when this will happen with much more pressing issues going on right now but since you will at one point forward an outline I wanted to forward this ahead.

It goes without saying the #1 ADU deal breaker is the owner occupied rule. This is first and foremost the biggest issue.

In review of the 1/15 meeting Mark acknowledges that fee costs for an ADU are unfairly the same as a 2000 sq ft home which is way out of line for something that may not be larger than 500 sq ft.. The reality is most of the fee structure in Orting is way out of whack right now. Case in point right now you have many older homes in Orting 1-2 bedrooms under 1000 sq ft paying the same utility charge as 3-4-5 bedroom 2000-3500 sq ft homes in the newer subdivisions. I believe its grossly unfair to ask a resident who owns a 2 bedroom home and wishes to build a 1 bedroom ADU to pay impact fees or General Facility Charges when their burden on the system is still far below your average sized home. To expand when you build a home in Pierce County on a septic system you build and pay for a system based on bedrooms. Regardless of what you ultimately build if you have a 4 bedroom system and build a 3 bedroom home you can convert or add another room at anytime without additional costs regarding impact or GFC. With the above said I think a far better way to approach any fees that are levied is to do so on a total bedroom count per lot. There has to be a baseline total bedroom and above and beyond has a cost per additional bedroom if they choose to do so. Now taking into consideration most ADU will "T" into existing side sewer and water lines the real impact is honestly nothing. I will be honest I have built ADU before and never incurred additional impact or any sort of additional water or sewer GFC charge

I had another concern when at the 1/15 council meeting was the mention of lot partition or selling of the ADU or primary residence. I hope not a whole lot of time is spent here. These are way down secondary issues and truthfully not relevant in Orting's outdated code. In fact in all the cities who have done revisions to ADU code this subject is not covered for a simple reason. An "ADU" by definition is a accessory dwelling unit on one parcel number. A separate dwelling that can be sold or broken off is not a ADU by definition. As well a separate dwelling on its own parcel number has far more value than an ADU that cannot be split off. An attached ADU cannot be broken off nor a detached be chopped off. Lot sizes wont permit it and since they are typically serviced by the main homes utilities its impossible.

The endgame here is the powers to be should understand the ADU is a win win. Property values will increase. Affordable housing and density will increase. Many cities around the nation and here in the

NW grasp the benefits and are aggressively stripping away the prior burdensome requirements from owner occupancy, parking and lot size and setback requirements. The State of Washington has gotten the message and its just a matter of time before this will be statewide law.

That's all I have for now. I keep watching but haven't seen anything new on the website.

Thanks again for keeping me in the loop,

JC



City Of Orting Council Agenda Summary Sheet

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Home Occupation Code Amendments	AB21-19		2.17.21	3.10.21
	Department:	Planning		
	Date Submitted:	2.10.21		
Cost of Item:	<u>\$NA</u>			
Amount Budgeted:	<u>\$NA</u>			
Unexpended Balance:	<u>\$NA</u>			
Bars #:				
Timeline:	Public Hearing 3.10.21			
Submitted By:	Emily Adams (Planner)			
Fiscal Note:				
Attachments: Staff Report and associated exhibits; Ordinance No. 2021-1073				
SUMMARY STATEMENT: The home occupation code section is found in OMC 13-5-4. Under these regulations home occupations are currently only permitted in the RU, RC, and RMF zones in detached single-family dwelling. Recommended amendments are to permit home occupations in the MUTC zone and within duplexes. The type of decision home occupations is categorized under in OMC 15-4-2 is also proposed to be amended to align with current City practices.				
NEXT STEP: Move forward to the agenda for a public hearing and decision on 3/10/2021				
FUTURE MOTION: <i>To adopt Ordinance No. 2021-1073 relating to home occupation and administrative decision noticing requirements; amending Orting Municipal Code sections 13-5-4, 15-4-1 and 15-7-2</i>				

Emily Adams

From: stewsjunk@comcast.net
Sent: Saturday, September 26, 2020 7:41 AM
To: Emily Adams
Subject: Re: Orting Open House -Corner Lot Duplex ?

Hi Emily,

I took a look at the Open house #1 presentation and there was lots of great information on there. Well done ! I was not aware the City was also working on redoing the duplex rules specifically corner lots. I have a undeveloped corner lot and found the info interesting but have a few comments to add. First and foremost the example of the duplex in the presentation I get is just an example. I wanted you to know that type of structure is no longer cost effective unless the property is incredibly cheap. That's not the case here in Orting or any town in our area as you know. The truth is the only folks building any duplex are investors primarily. They now know the biggest return is in smaller units. They can look near exact as the homes in old town. I have a few examples below. The difference is the impact to the neighborhood. The small duplex likely only has one car per unit for a total of 2 cars. I look around the neighborhood and my neighbor next to my lot has 3 cars and a boat for his 3 bed house. The neighbor across the street has 3 cars plus a RV and a car trailer in front of his 1800 sq ft house. Investors typically have rules in place to regulate how many vehicles are allowed. My point is the small duplex will have a smaller impact then the single family 3 bed house in most cases. I don't think its wise or fair to put a preconceived notion of what a duplex may look like in regards to size. I know of 200 sq ft per side duplex's being built in Portland and they need a very small footprint.

I would like to cover lot size now. After watching the presentation I heard talk about lots in old town and size of lot. Let me take my lot specifically. Its a 4200 sq ft lot. I currently have approved variance on this lot giving me a 37x45 building envelope. I know of at least 20 duplex plans that look exactly like the old town homes that have a envelope under 30x30 two story. I have provided an example below that's 16x20 and 20x24. The look can match anything that's in the neighborhood. Lets not forget corner lots inherit additional space on two sides that is the homeowners responsibility to maintain as well as use.

I really hope some actual usable change comes in these code amendment's. If they don't address the direction of where things are heading and that's smaller with more density it will once again be largely code that wont work for Orting and its land owners. Nothing in Orting's current code promotes any density. Its cottage, duplex and ADU rules are all outdated and extremely project unfriendly. My sincere hope is some real change comes about. I suggest please do not put pre determined lot size rules in place. Its useless over regulation. Let the setback rules in place do their work. Orting has some odd dimensions. Let each project stand or fail on its own individual merits.

Thank you for the chance to share my viewpoint. Your accessibility is much appreciated.

JC

<https://www.ebay.com/itm/16x20-Duplex-574-sq-ft-PDF-Floor-Plan-Model-14E/264687890026?hash=item3da0a0ae6a:g:HDUAAOSwsRlcxe9Y>

<https://www.ebay.com/itm/20x24-Duplex-PDF-Floor-Plan-960-sq-ft-Model-2A/202717321665?hash=item2f32e4d9c1:g:cJkAAOSwfWBdES>

On 09/25/2020 1:40 PM Emily Adams <eadams@ahbl.com> wrote:

Hi JC,

I just wanted to let you know a virtual open house regarding the code amendments (including ADU amendments) will be happening on Monday.

The flyer attached contains all the pertinent information.

Have a good weekend,

Emily Adams, AICP | Project Planner

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253.383.2422 **TEL** | 253.284.0263 **DIRECT** | eadams@ahbl.com **EMAIL**

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Staff Report

Project Name:	Home Occupation and Administrative Decision Code Amendments
Applicant:	City of Orting
Date of Staff Report:	February 10, 2021
Staff Recommendation:	Approval
City Staff Contact:	Emily Adams, AICP City Planner
Public Comment Period:	December 23 – January 4 following notice of public hearing.
Public Notice:	Type 5 applications do not require notice of application per OMC 15-4-1. Notice of a public hearing was published and posted 10 days prior to the hearing per OMC 15-7-3.

Exhibits:

1. Staff Report
2. Posted notice of Planning Commission public hearing
3. Published notice of Planning Commission public hearing
4. Proposed ordinance for Council approval

Findings of Fact

The home occupation code section is found in OMC 13-5-4. Under these regulations home occupations are currently only permitted in the RU, RC, and RMF zones in detached single-family dwelling. There are numerous single-family dwellings located in the MUTC zone that therefore are not permitted to have a home occupation. There are also duplexes throughout the City are not permitted to have home occupations.

It is staff's opinion that home occupations should be permitted within the MUTC zone and within duplexes. The intent of the code is to permit home occupations in single family dwellings, as described below, this should therefore include single family dwellings in the MUTC zone. Duplexes have separate off-street parking (at least two spaces per unit) making it easy to regulate according to the home occupation performance standards. Further, duplexes (sometimes referred to as single-family attached) are often of similar size to a small single-family home, giving sufficient space for a home occupation. It is staff's opinion that home occupations in duplexes would have similar affects as those in single family homes. The home

occupation would be regulated in the same way as those in single family homes in compliance with OMC 13-5-4-D.

The type of decision home occupations is categorized under in OMC 15-4-2 is also proposed to be amended to align with current City practices. Home occupations have historically been processed as a Type 1 Administrator process; the table is proposed to be amended to accurately reflect that process. The “special use permit” listed under Type 1 has been revised to specifically state which permits that reflects as some “special use” permits must undergo other processes (such as a conditional use permit). Further, in reviewing the noticing procedures it has come to staff’s attention that Type 1 and Type 2 Administrative decisions are not clearly separated and could potentially cause confusion regarding the process and proper noticing. Therefore, revisions to the noticing section (OMC 15-7-2) are also proposed.

Proposed Amendments

13-5-4: HOME OCCUPATIONS:

- A. Purpose: The purpose of this section is to provide standards which allow a resident of a single-family dwelling or duplex to operate a limited activity from their principal residence or permitted accessory structure while achieving the goals of retaining residential character, maintaining property values and preserving environmental quality.
- B. Applicability: Home occupations are only permitted in compliance with the below performance standards and as conditional uses in conjunction with a detached single-family dwelling or duplex in the MUTC, RC, RU, and RMF Zones.
- D. Performance Standards:
 - 2. General Provisions: The following general provisions shall apply to all home occupation activities:
 - a. The activity is clearly incidental and secondary to the use of the property for residential purposes and shall not change the residential character of the dwelling or neighborhood;
 - b. External alteration inconsistent with the residential character of the structure is prohibited;
 - c. Use of hazardous materials or equipment must comply with the requirements of the Building Code and the Fire Code;
 - d. The activity does not create noticeable glare, noise, odor, vibration, smoke, dust or heat at or beyond the property lines;
 - e. Use of electrical or mechanical equipment which creates visible or audible interference in radio or television receivers or fluctuations in line voltage at or beyond the property line is prohibited;
 - f. Manufacturing shall be limited to the small scale assembly of already manufactured parts but does not preclude production of small, individually

- handcrafted items, furniture or other wood items as long as the activity meets the other standards of this chapter;
- g. Customers/clients are prohibited on the premises prior to six o'clock (6:00) A.M. and after nine o'clock (9:00) P.M.;
 - h. Sales in connection with the activity are limited to merchandise handcrafted on site or items accessory to a service (i.e., haircare products for beauty salon);
 - i. In addition to the single-family or duplex parking requirements, off street parking associated with the activity shall include one additional space in accordance with standards set forth in section 13-5-3 of this chapter;
 - j. Only the resident can perform the activity; nonresident employees are prohibited;
 - k. The activity shall be limited to an area less than five hundred (500) square feet or a size equivalent to fifty percent (50%) of total floor area of the living space within the residence, whichever is less;
 - l. One vehicle, up to ten thousand (10,000) gross vehicle weight, is permitted in connection with the activity;
 - m. The activity shall be performed completely inside the residence, an accessory structure or a combination of the two;
 - n. There shall be no outside display or storage of materials, merchandise, or equipment.

15-4-1: PROCEDURES FOR PROCESSING PERMIT APPLICATIONS:

TABLE 15-4-2: DECISIONS

Type 1 (Administrator)	Type 2 (Administrator)
Permitted uses; boundary line adjustments; <u>cottage development; home occupations</u> ; minor amendments to subdivisions and PUD; special use permits <u>nonconforming use permit</u> ; temporary construction trailer	Short plats; land clearing and grading; shoreline permits; administrative variances; administrative interpretations; home occupations ; landscape plan modifications

15-7-2: ADMINISTRATIVE APPROVAL:

A. Type 1 administrative approvals do not require notice.

B. Notice of Type 2 administrative approvals ~~subject to notice under section 15-7-1 of this chapter~~ shall be made as follows:

1. A. Notification Of Preliminary Approval: The administrator shall notify the adjacent property owners of his intent to grant approval at least fourteen (14) days prior to the effective date of the approval. Notification shall be made by mail only. The notice shall include:

- a. 1. A description of the preliminary approval granted, including any conditions of approval.

~~b. 2.~~ A place where further information may be obtained.

~~c. 3.~~ A statement that final approval will be granted unless an appeal requesting a public hearing is filed with the city clerk within fifteen (15) days of the date of the notice.

Public Hearing

A public hearing was held by the Planning Commission on January 4, 2021. No comments were received. The Planning Commission recommended approval of the amendments as proposed.

Staff Recommendation

Staff's proposal is to amend the municipal code to permit home occupations in the MUTC zone and in duplexes in any of the permitted zones and to amend the process and noticing code to align with the City's historical procedural practices.

Staff recommends approval of the ordinance and amendments as proposed.

Reconsideration

A party to a public hearing may seek reconsideration only of a final decision by filing a written request for reconsideration with the administrator within five (5) days of the oral announcement of the final decision. The request shall comply with OMC 15-10-4B.

Appeal

Appeals from the final decision of the city council shall be made to Pierce County superior court within twenty one days of the date the decision or action became final in accordance with OMC 15-10-6.

**CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2021-1073**

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO HOME OCCUPATION
AND ADMINISTRATIVE DECISION NOTICING
REQUIREMENTS; AMENDING ORTING MUNICIPAL
CODE SECTIONS 13-5-4, 15-4-1 AND 15-7-2; PROVIDING
FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE**

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

WHEREAS, the City desires to revise its home occupation code to respond to citizen needs; and

WHEREAS, the City desires to revise its Type 1 and Type 2 permit noticing code to clarify procedures; and

WHEREAS, the current development code does not allow home occupations in the MUTC zone or in duplexes; and

WHEREAS, the current development code does not distinguish between Type 1 and Type 2 noticing procedures; and

WHEREAS, in accordance with the requirement set forth in RCW 36.70A.106, the City provided the Washington State Department of Commerce notice of the City's intent to adopt the proposed ordinance on December 16 for its 60-day review and comment period; and

WHEREAS, the City's Planning Commission held a public hearing on the proposed amendments on January 4, 2021 and proposed a recommendation which was forwarded to the City Council to adopt the proposed OMC amendments; and

WHEREAS, the City Council held a public hearing on the proposed OMC amendments on February 24, 2020, considered the proposed code amendments and the entire record, including recommendations from the Planning Commission; and

WHEREAS, the City Council has determined that the proposed regulations are in accord with the Comprehensive Plan, will not adversely affect the public health, safety, or general welfare, and are in the best interest of the citizens of the City;

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

Section 1. Recitals. The Recitals set forth above are hereby adopted and incorporated as Findings of Fact and/or Conclusion of Law of the City Council. The City Council bases its findings and conclusions on the entire record of testimony and exhibits, including all written and oral testimony before the Planning Commission and the City Council.

Section 2. OMC Section 13-5-4, Amended. Orting Municipal Code Section 13-5-4 is hereby amended as follows:

- A. Purpose: The purpose of this section is to provide standards which allow a resident of a single-family dwelling or duplex to operate a limited activity from their principal residence or permitted accessory structure while achieving the goals of retaining residential character, maintaining property values and preserving environmental quality.
- B. Applicability: Home occupations are only permitted in compliance with the below performance standards and as conditional uses in conjunction with a detached single-family dwelling or duplex in the MUTC, RC, RU, and RMF Zones.
- D. Performance Standards:
 - 2. General Provisions: The following general provisions shall apply to all home occupation activities:
 - a. The activity is clearly incidental and secondary to the use of the property for residential purposes and shall not change the residential character of the dwelling or neighborhood;
 - b. External alteration inconsistent with the residential character of the structure is prohibited;
 - c. Use of hazardous materials or equipment must comply with the requirements of the Building Code and the Fire Code;
 - d. The activity does not create noticeable glare, noise, odor, vibration, smoke, dust or heat at or beyond the property lines;
 - e. Use of electrical or mechanical equipment which creates visible or audible interference in radio or television receivers or fluctuations in line voltage at or beyond the property line is prohibited;
 - f. Manufacturing shall be limited to the small scale assembly of already manufactured parts but does not preclude production of small, individually handcrafted items, furniture or other wood items as long as the activity meets the other standards of this chapter;
 - g. Customers/clients are prohibited on the premises prior to six o'clock (6:00) A.M. and after nine o'clock (9:00) P.M.;
 - h. Sales in connection with the activity are limited to merchandise handcrafted on site or items accessory to a service (i.e., haircare products for beauty salon);
 - i. In addition to the single-family or duplex parking requirements, off street parking associated with the activity shall include one additional space in accordance with standards set forth in section 13-5-3 of this chapter;

Section 3. OMC Section 15-4-1, Amended. Orting Municipal Code Section 15-4-1, Table 15-4-2, is hereby amended as follows:

Type 1 (Administrator)	Type 2 (Administrator)
Permitted uses; boundary line adjustments; cottage development ; home occupations ; minor amendments to subdivisions and PUD; special use permits nonconforming use permit ; temporary construction trailer	Short plats; land clearing and grading; shoreline permits; administrative variances; administrative interpretations; home occupations ; landscape plan modifications

Section 4. OMC Chapter 15-7-2, Amended. Orting Municipal Code Section 15-7-2 is hereby amended to read as follows:

A. Type 1 administrative approvals do not require notice.

B. Notice of Type 2 administrative approvals ~~subject to notice under section 15-7-1 of this chapter~~ shall be made as follows:

1. ~~A.~~ Notification Of Preliminary Approval: The administrator shall notify the adjacent property owners of his intent to grant approval at least fourteen (14) days prior to the effective date of the approval. Notification shall be made by mail only. The notice shall include:

~~a. 1.~~ A description of the preliminary approval granted, including any conditions of approval.

~~b. 2.~~ A place where further information may be obtained.

~~c. 3.~~ A statement that final approval will be granted unless an appeal requesting a public hearing is filed with the city clerk within fifteen (15) days of the date of the notice.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 6. Codification. The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the above, and publish the amended code.

Section 7. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF _____, 2021.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk, CMC

Approved as to form:

Charlotte A. Archer
Inslee, Best, Doezie & Ryder, P.S.
City Attorney

Filed with the City Clerk: 2.11.21

Passed by the City Council:

Date of Publication:

Effective Date:



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Tactical Response Team (TRT) ILA	AB21-21	Public Safety 2/5/21	2.17.21	
	Department:	Police		
	Date Submitted:	February 3, 2021		
Cost of Item:	<u>\$960 (TRT Budget) \$6,000 (Uniform & Equipment)</u>			
Amount Budgeted:	<u>\$5,000 (TRT) \$15,000 (Uniform & Equipment)</u>			
Unexpended Balance:	<u>None</u>			
Bars #:	001-521-20-31-01, 001-521-23-41-00			
Timeline:	None			
Submitted By:	Chris Gard			
Fiscal Note: The TRT has an annual budget contribution amount per signor to the ILA based on the respective city's population. Orting will be responsible for paying the budgeted amount annually. The budget amount is set by the TRT Oversight Committee annually in the fall. The City will also be accepting equal liability for any claims brought against the TRT. Any claims would be tendered to our insurance pool.				
Attachments: Memorandum from Chief Gard; TRT ILA				
SUMMARY STATEMENT:				
<p>The Tactical Response Team ILA would allow the City to gain interdepartmental experience operating on callouts from signors to the ILA. The ILA will also allow the City to call out the Tactical Response Team to respond to more complex policing situations that require specialized training, equipment and response. Please see the attached memorandum for more detail related to the TRT.</p>				
RECOMMENDED ACTION: Move forward to the consent agenda for the February 24 th , 2021 Meeting.				
FUTURE MOTION: <i>To Authorize the Mayor to Enter in To the Interlocal Cooperation Agreement for Multijurisdictional Tactical Response Team as Prepared.</i>				



Memo

To: City Council

From: Christopher Gard, Chief of Police

cc: Mayor Penner; Scott Larson, City Administrator

Date: February 3, 2021

Re: Tactical Response Team ILA

I am recommending that the City of Orting enter into an Interlocal Agreement (ILA) with the cities of Puyallup, Sumner, Bonney Lake, Milton and Fife for the purposes of re-joining the Cooperative Cities Tactical Response Team (TRT), or more commonly referred to as SWAT. This team, which I was member of for years earlier on in my career, provides irreplaceable benefits for our contributing officer(s), as well as for the Orting Police Department as a unified law enforcement organization.

The Cooperative Cities TRT is comprised of highly trained and skilled law enforcement professionals who are certified to provide mission critical functions that exceed the capabilities and expectations of day-to-day police officers. Our Cooperative Cities TRT meets specific, industry standard protocols as established by the National Tactical Officers Association (NTOA). TRT upholds strict protocols in policies, planning, training, mission readiness, and oversight. I am a member of the TRT Oversight Board.

As the Chief of Police, one of my strategic goals is to provide career development pathways for our officers so they can effectively rise to the evolving needs of the Orting community. Re-joining the Cooperative Cities Group will add value to each of the officers as they continue to grow in their respective roles while helping to maintain officer retention.

Participating as a member of the teams provided me with immense training and experience for our officers, all of which translated back to my day-to-day duties as a patrol officer, investigator and Sergeant with OPD. The lessons I learned and the confidence I gained helped me make better and quicker decisions when I patrolled the streets here in town. I have no doubt that the effectiveness of my policing benefitted from the experience I gained as a result of the training and experience that I received as a member of the Cooperative Cities specialized units. As the Orting Police Department forges new and exciting paths into the future, I can attest what a profound impact these teams will have on our team, and to our individual officers.

Through the challenges that face law enforcement throughout the country, we are finding that interdepartmental mutual aid is becoming more prominent in our day to day policing activities. Our officers, as well as officers from other jurisdictions are becoming more dependent on one another as the calls for service become increasingly complex. Networking and getting to know the officers from other jurisdictions is important, but when it comes to resolving critical calls, understanding the capabilities and limitations of our external partners is even more important. TRT provides a platform for our officers to train together, work together, and to handle difficult calls with each other with extraordinary confidence. Because TRT is made up of agencies that are geographically close to the City of Orting, we will all enjoy an increased amount of confidence in one another, especially during critical events.

There is a financial obligation that the City of Orting would be accountable for by joining the Cooperative Cities Group. For TRT. There is an initial start-up cost, which includes the cost of SWAT-related equipment. Costs for training and call-outs would be incurred by the City, as would for every other participating city.

With one OPD assigned to TRT, local training is scheduled to occur 16 hours per month, which is industry standard for a part-time, multijurisdictional tactical response team. In addition to the 16 training hours per month, the team will schedule a week-long (40-hours) training event once a year.

An added benefit to this training is that the assigned officer will be able to bring back the training to our department so each of our officers can learn the latest practices used during time-compressed, rapidly evolving critical encounters. This helped me and my subordinates when I was a member of SWAT, and I have no doubt it will help our officers as they continue to develop.

The City has had one aborted callout over the past five years that a TRT team would have been used on. Though the past is not prologue to the future; the main benefit of the TRT to Orting based on our experience is the additional training opportunities and experience operating in and with other jurisdictions. Additionally, providing opportunities for staff to participate on the team also help with staff retention and morale. Today, if Orting were to need specialized police services by a Tactical Response Team, we would contact the Pierce County Sheriff's Department for SWAT services which we would be billed for.

INTERLOCAL COOPERATION AGREEMENT FOR MULTIJURISDICTIONAL TACTICAL RESPONSE TEAM

WHEREAS, incidents of a serious criminal or emergent nature often require officers with specialty training and equipment in excess of what an individual law enforcement agency can reasonably provide on its own; and

WHEREAS, these incidents can often be effectively resolved via the cooperation and collective effort of multiple jurisdictions;

NOW, THEREFORE, THIS AGREEMENT is made under the Interlocal Cooperation Act (Chapter 39.34 RCW) and the Mutual Aid Peace Officers Powers Act (chapter 10.93 RCW) between the Cities of Bonney Lake, Fife, Milton, Orting, Puyallup, and Sumner (the "Signatory Agencies"). Through this agreement, the Signatory Agencies agree to provide mutual aid and support for a multijurisdictional Tactical Response Team ("TRT") as provided herein.

Section 1. Definitions

For the purposes of this Agreement and all exhibits attached hereto the following terms, phrases, words and their derivations shall have the meanings given herein. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

- A. **Call Out** means any use or mobilization of The Tactical Response Team following the request of the Chief Law Enforcement Officer of any Signatory Agency pursuant to the terms of this Agreement.
- B. **Chief Law Enforcement Officer** means the director of public safety or police chief.
- C. **Host Agency** means the Signatory Agency designated to maintain a single TRT operational budget.
- D. **Incident Commander** means the representative appointed by the agency with primary geographic/territorial jurisdiction to serve as the overall commander of the TRT during the callout.
- E. **Oversight Committee ("OC")** means the Executive Board composed of the Chief Law Enforcement Officer (or his/her designee) from each of the Signatory Agencies.
- F. **Primary Geographic or Territorial Jurisdiction** means the territorial boundaries of the city, town, or other public agency or unit of local government in which a law enforcement agency is authorized to act. Such jurisdiction includes the definition contained in RCW 10.93.020, as now enacted or here after amended.

- G. **Primarily Responsible Agency** means the law enforcement agency within whose local geographic or territorial jurisdiction a call out occurs, if it occurs within a Signatory Agency jurisdiction. If the call out takes place outside the geographic or territorial jurisdiction of a Signatory Agency, then the term shall mean the Signatory Agency who requested the call out.
- H. **Requesting Agency** means a law enforcement agency that has requested assistance from the TRT.
- I. **Signatory Agency** means a city or town that is a signing party to this Interlocal Agreement.
- J. **Team Commander** means the individual responsible for directing the tactics and deployment of the TRT during callouts.
- K. **Tactical Response Team (“TRT”)** means a team of individual law enforcement officers, drawn from the Signatory Agencies, qualified by training and expertise to perform the tasks of a “Tactical Response Team” as defined in the Tactical Response and Operations Standard for Law Enforcement Agencies, published by the National Tactical Officer’s Association. TRT also includes a negotiator team composed of individual law enforcement officers, also drawn from the Signatory Agencies, qualified by training and expertise to perform the tasks of Negotiator.

Section 2. Objective

The primary objective of the Tactical Response Team is to respond effectively and appropriately to emergencies, major incidents and/or major law enforcement operations that create, or have the potential to create, significant and higher safety risk for public safety personnel and the public.

Section 3. Governance of the Tactical Response Team

- A. **Executive Board - Oversight Committee:** The management and affairs of the Tactical Response Team operating under this Agreement shall be governed by an Executive Board, known as the Oversight Committee (“OC”). The OC is composed of one representative member, consisting of the Chief Law Enforcement Officer or his/her designee, from each Signatory Agency.
- B. **Chair of the OC:** The OC shall elect a Chair by majority vote at its first meeting. The Chair shall serve a 2-year term, after which the OC will hold another vote to elect a Chair for the next 2-year term. There is no limit to the number of terms an individual may serve as Chair. The Chair shall be responsible for leading discussion, preparing an agenda, and generally overseeing the operation of the OC, but has no additional voting authority as a result of his/her role as Chair.

- C. **Normal Voting:** Each member of the Oversight Committee shall have one vote for all committee decisions on which a vote is required or taken. Except in emergency circumstances as outlined below, voting shall only be allowed in-person, at a properly-scheduled OC meeting. No absentee, proxy, electronic, or telephonic voting shall be allowed. All decisions, except those related to the TRT Policy and Procedures Manual, shall be made by simple majority vote of OC members appearing at the meeting during which the vote is taken. All decisions regarding changes to the TRT Policy and Procedures Manual will require a unanimous vote from all OC members.
- D. **Emergency Voting:** If the Chair determines a vote is required on an emergency matter, and that the vote must take place sooner than a meeting can reasonably be scheduled, the Chair may call for a vote via email. In such a circumstance, the Chair must send an email with each member of the OC copied. The email shall (1) describe the background and nature of the issue, (2) describe the reasoning for calling an electronic vote, and (3) clearly state the motion presented for a vote. Each OC member shall have 24 hours to respond to the email and indicate their vote on the matter. A member's vote should clearly and unequivocally state whether it is in favor or against the motion. The motion shall only pass if, at the end of the 24-hour period, a majority of the OC members have voted in favor.
- E. **Quorum:** No vote shall take place at any meeting unless a majority of the Oversight Committee is present.
- F. **OC Adopts Policies/Procedures:** The OC may, at its discretion, adopt policies, procedures and regulations applicable to the TRT's operations and structure, consistent with best practices. In addition, the OC may adopt standards for qualification and selection to the Team, and subsequent training required for continued participation on the Team.
1. Any policies and procedures adopted by the OC must be signed by each OC member and the Chief Law Enforcement Officer of each Signatory Agency if someone other than the Chief Law Enforcement Officer is that agency's representative on the OC.
 2. Following the adoption, modification, or removal of any policy or procedure, the OC shall forward notice of the change to each Signatory Agency, along with an updated copy of the applicable policy/procedure/regulation, if applicable.
- G. **Meetings and Attendance:** At minimum, the OC shall meet once a quarter. Each meeting shall be scheduled at least 30 days in advance, except in extenuating circumstances. Scheduling shall be coordinated by the Chair of the OC, who shall make every effort to ensure the meetings occur at times convenient for all members. Each member shall make all reasonable efforts to attend regularly-scheduled OC meetings in person. As indicated in section 3.C, no absentee, proxy, electronic, or telephonic voting shall be allowed except as outlined in section 3.D above.

Section 4. Operation of the Tactical Response Team

- A. Governing Policies and Procedures:** During a callout, members of the TRT will be governed by, and act in accordance with, the TRT policies and procedures approved by the OC. To the extent the policies/procedures/regulations of the TRT conflict with those of the individual jurisdictions, the TRT versions will apply to all TRT activities.
- B. Team Structure:** The goal of the TRT is to have an initial sixteen (16) operators and two (2) Team Commanders.
1. **Tactical Personnel:** The TRT shall be comprised of the following number of members from the Signatory Agencies. It is understood and intended the number and distribution of personnel may be adjusted at a later time by a vote of the Oversight Committee.
 - Puyallup: 8 team members plus 2 team commanders
 - Bonney Lake: 2 team members
 - Fife: 2 team members
 - Sumner: 2 team members
 - Milton: 1 team member
 - Orting: 1 team member
 2. **Negotiators:** The TRT shall include a negotiator element. The composition and structure of the negotiator element shall be left to the discretion of the OC.
 3. **Vacant Positions:** When subsequent attrition occurs in the TRT, vacancies shall be filled based on criteria and processes approved by the OC.
 4. **Team Commander – Selection and Term:** The OC shall select two (2) Team Commanders by majority vote. Each individual selected as Team Commander shall agree to serve in the position for at least three (3) years. Following the expiration of the 3-year term, the OC may determine to extend the term of one or both Team Commanders for a longer period of time. The OC may extend the term of one or both Team Commander/s for a fixed period of time, or may allow one or both Team Commander/s to continue in the role/s indefinitely.

The OC may, by majority vote, replace one or both Team Commanders for any reason.

The OC shall determine the qualifications for the position of Team Commander, and the method by which team members may be nominated and/or considered for each position.

- C. **Incident Commander – Role and Authority:** For every TRT activation/callout, an Incident Commander shall be appointed by the Primarily Responsible Agency. The Chief Law Enforcement Officer of the Primarily Responsible Agency shall notify the Team Commander of the individual being appointed as Incident Commander for that activation/callout.

The Incident Commander holds final authority for all aspects of a TRT activation/callout, including developing incident objectives, managing all incident operations, application of resources, and responsibility for all persons involved in the incident.

- D. **Team Commander – Role and Authority:** The Team Commander reports to, and is under the direct command of, the Incident Commander at any TRT activation/callout. The Team Commander shall be responsible for the tactical application of TRT personnel and resources to accomplish the objectives established by the Incident Commander.

- E. **Primary/Secondary Team Commander Selection and Authority:** For each TRT activation/callout, one of the Team Commanders shall be identified as the primary Team Commander. The primary Team Commander shall have the authority of the Team Commander for that activation/callout. The Team Commander not identified as the primary will provide advice and support to the primary Team Commander.

The OC shall adopt a method or process by which the primary Team Commander is selected for each activation/callout, and shall notify the Team Commanders of that method or process. The Team Commanders shall abide by the method or process established by the OC, unless and until the OC approves an alternative method or process.

Section 5. Activations/Call Outs

- A. **Request For Assistance:** In the event that the Chief Law Enforcement officer of a Signatory Agency (or his/her designee in times of his/her absence) determines the Signatory Agency has a need for the services of the TRT, he/she shall contact one of the Team Commanders and make the request for assistance. He/she shall provide any relevant information requested by the Team Commander/s.
- B. **Acceptance/Denial – Response – Withdrawal:** The Team Commander(s) shall determine whether the request for assistance is within the scope of the capabilities of the TRT based on criteria outlined in the NTOA Manual. The Team Commander(s) shall have the authority to deny the request for assistance. If the Team Commander(s) determine the TRT will respond to the request, the Team Commander(s) shall determine the number and type of TRT personnel, equipment, and other resources needed. The Team Commander(s) shall have the authority to withdraw the TRT from any incident at any time he/she determine/s the incident no longer fits within the scope of the TRT.

- C. **Emergency Withdrawal of Single Agency From Activation/Callout:** The Chief Law Enforcement officer of a Signatory Agency, or his/her authorized representative, may withdraw all of that agency's personnel/services from an activation/callout if an emergency, major incident, or major crime event occurs within that jurisdiction that requires additional personnel to safely and appropriately resolve. In general, however, each Signatory Agency shall direct TRT members in its employ to respond to an activation/callout as promptly and fully as possible. Withdrawal of a Signatory Agency from an incident shall not affect that agency's financial responsibilities for any cost incurred by the TRT during the incident.

Section 6. Budgeting and Cost-Sharing

- A. **Host Agency:** For purposes of general administration, the OC shall designate one (1) Signatory Agency as the Host Agency. The Host Agency will be responsible for maintaining the budget approved by the OC, as well as all budget-related records and receipts.

B. **Annual Operating Budget**

1. By June 1 of each year, the Team Commanders shall submit a proposed annual budget to the OC. The budget should include all reasonably-anticipated training, equipment, and other operational costs for the following calendar year. The OC will consider the proposed budget at its next regularly-scheduled meeting.
2. By December 31 of each year, the OC shall adopt a proposed budget for the following calendar year by majority vote. The budget should include all reasonably-anticipated training, equipment, and other operational costs for the following calendar year. Once adopted, that budget will be the official budget of the TRT for the relevant calendar year, subject to change only by a majority vote of the OC.
3. Each Signatory Agency hereby agrees to be liable for its proportional share of any OC-approved annual budget. Each member of the OC shall be responsible for submitting his/her agency's proportional share of the budget to his/her agency's budgeting process, and ensuring payment for that share is deposited into the account maintained by the Host Agency.

- C. **Proportional Share of Operational Costs:** The share of the annual TRT budget for which each Signatory Agency will be responsible is equal to the percentage of each Signatory Agency's population to the total population of all Signatory Agencies, per the most recent Washington Office of Financial Management (OFM) estimate as of December 1 of the calendar year prior to which the budget applies. The percentage of each Signatory Agency's share shall be calculated to two decimal points (i.e., 1/100th of one-percent, without rounding). Any added amount necessary to bring the total to 100% after tabulation shall be added to the share of the Signatory

Agency with the largest population.

- D. Certain Costs/Expenses Not Shared:** The following costs/expenses of participation in the TRT are to be borne solely by the individual Signatory Agency to which the cost accrues
1. Regular pay and benefits for any Team Member;
 2. Overtime pay for any Team Member;
 3. The cost of outfitting an individual Team Member for participation on the team, including uniform, boots, gloves, helmet, other clothing-type items, individual weapon, and weapon-related accessories (suppressors, scopes, etc.);
 4. Fuel for agency vehicles used to transport a Team Member to/from a call out;
 5. Damage, including wear and tear, on agency-owned vehicles not used exclusively for TRT operations (*i.e.*, patrol cars, etc.);
- E. Training Costs:** Costs for TRT-specific training for Team functions shall be included in the annual operational budget. The Team Commander shall have the authority to coordinate and schedule training within the budget, and approve any requests for TRT-specific training submitted by Team Members. Unless otherwise approved by the OC, individual training for Team Members shall be the sole responsibility of the Signatory Agency that employs that Team Member.
- F. Emergency Expenses.** If, during an incident to which the TRT has responded, the Team Commander determines an emergency expense is necessary to the continued participation of the TRT, the Team Commander shall inform the Incident Commander of the necessary expense and the basis therefore. The Incident Commander shall authorize or decline the expense. If the Incident Commander authorizes the expense, payment of that expense shall be the sole responsibility of the Signatory Agency employing the Incident Commander.
- G. Consumables Used During a Callout:** The cost to replace consumable goods/equipment used during a particular activation/callout shall be the sole responsibility of the Requesting Agency for that activation/callout. Perishable goods/equipment includes, but is not limited to, explosives, ammunition, first aid supplies, and so on. Within a reasonable amount of time after the callout, the OC shall provide the Requesting Agency an accounting of any and all consumable items for which TRT is seeking reimbursement, and the Requesting Agency shall remit payment to via the Host Agency with a reasonable time after receiving the accounting.
- H. Funds Remaining at End of Budget Cycle:** Signatory Agencies agree that any money left over from any calendar year shall remain in the TRT general account to

supplement/augment continuing TRT operations. Signatory Agencies shall provide a record of all direct and other costs to the Host Agency.

- I. **Audit Rights of Signatory Agencies:** Each Signatory Agency shall have the right to conduct an audit of the TRT budget and account/s at any time.

- J. **Annual Report:** An annual report of all TRT activities during a calendar year shall be provided to each Signatory Agency by April 1 of the following calendar year. This report shall include the following:
 - 1. A tabulation of the number and nature of call outs and any other Team activity; and
 - 2. A tabulation of the personnel and respective jurisdiction at each call out; and
 - 3. A summary of the command positions assumed by personnel and their respective jurisdiction at each call out, including Incident Commander, Team Commanders, etc.; and
 - 4. A summary of any policy changes and the inclusion of a copy of the signed policy; and
 - 5. A copy of all completed risk matrixes, regardless of whether a TRT call out resulted; and
 - 6. A copy of the operational budget.

Section 7. Claims – Notice and Processing

- A. **Notice of Claim:** In the event a claim is filed against a Signatory Agency or its employees for actions arising from their conduct on behalf of the TRT, the Signatory Agency shall promptly notify the other Signatory Agencies that the claim has been initiated. Any documentation, including the claim or legal complaints, shall promptly be provided to each Signatory Agency.

- B. **Designation of Lead Jurisdiction:** There shall be a lead jurisdiction for processing any claim filed with a Signatory Agency for alleged damages/injuries that occur as a result of TRT activities. The lead jurisdiction shall be the jurisdiction that served as the Primarily Responsible Agency for the incident during which the action subject to the claim took place. If the claim involves acts/omissions that did not occur during a TRT call out, the lead jurisdiction shall be the jurisdiction that employs the individuals whose actions/omissions serve as the basis for the claim. If allegations are made against more than one Signatory Agency, or the employees of more than one Signatory Agency, the OC shall determine the lead jurisdiction for a claim by majority vote.

C. **Assistance Responding to Claims:** All TRT personnel shall assist the lead jurisdiction, and anyone working on behalf of that jurisdiction with regard to any claim, in responding to the claim and providing relevant records. These records shall include, but are not limited to, incident reports, notes, transcripts, photos, evidence logs, recorded statements, documents from emergency dispatch centers, and warrants from all jurisdictions that participated in the action subject to the claim. Whenever necessary, the Team Commander/s shall assist in coordinating the provision of any records, and communications with any Team Member.

D. **Claims of \$7,500 or Less**

1. **Lead Jurisdiction Responsibilities:** The lead jurisdiction shall be responsible for gathering records relating to the claim. The lead jurisdiction shall provide records to its insurance provider or risk-pooling organization, and shall assist the same in assessing liability for acts associated with the claim. The lead jurisdiction shall notify the other jurisdictions of any determinations as to payment of the claim. In determining whether a claim should be paid, the lead jurisdiction and its insurance provider or risk-pooling organization shall, at a minimum, consider the potential legal defenses to the claim and the costs of defending the claim.

2. **Payment of the Claim - Apportionment of Payment:** The lead jurisdiction, with the assistance of its insurance carrier or risk-pooling organization, shall determine whether payment of the claim would be in the best interest of the Signatory Agencies. In the event the lead jurisdiction determines payment of a claim of \$7,500 or less is appropriate, such determination shall be final and binding upon the other Signatory Agencies, and payment shall be apportioned equally among all Signatory Agencies. The lead jurisdiction shall provide full payment to the claimant, and the remaining Signatory Agencies or their insurers shall reimburse the lead agency for their respective shares. Prior to the payment of any claim, and as a condition of such payment, the lead jurisdiction shall obtain from the claimant a complete and total release of liability on behalf of all Signatory Agencies and each and every officer, agent, or volunteer of those agencies.

3. **Denial of the Claim:** In the event the lead jurisdiction determines payment of the claim would not be in the best interest of the Signatory Agencies, the lead jurisdiction shall notify the other Signatory Agencies, and that determination shall be binding on the other Signatory Agencies; PROVIDED, another Signatory Agency that determines payment is appropriate may pay such claim in full, but shall not be entitled to any reimbursement from the other Signatory Agencies.

E. **Claims over \$7,500:** The lead jurisdiction shall coordinate communication among all Signatory Agencies to discuss any claim over \$7,500, and to determine, with input from the involved insurance carriers or risk-pooling organizations, the appropriate manner in which to respond to such a claim. This communication may occur in

person, by phone, or by email where appropriate.

Section 8. Litigation - Process – Cost Sharing

- A. **General Intent:** It is the intent of the Signatory Agencies to provide and receive services of the TRT without the threat of liability to one another, and to fully cooperate in the defense of any claims or lawsuits arising out of or connected with any TRT action. It is the intent of the Signatory Agencies that they share equally in the financial burden of litigation regarding TRT activities. The costs to be equally shared include, but are not necessarily limited to, costs of defense, compensatory damages, and any attorney's fees awarded. The Signatory Agencies intend this cost-sharing to apply in all circumstances, regardless which Signatory Agency employs any individual team members whose actions or omissions are at issue in the litigation. The remainder of the liability-sharing portion of this agreement should be interpreted consistent with this intent.
- B. **Notification to Other Signatory Agencies:** In the event a Signatory Agency is served with a lawsuit alleging any act or omission by any Team Member, Team Commander, or Signatory Agency, undertaken on behalf of the TRT, that Signatory Agency shall provide timely notice and documentation of the lawsuit to each of the other Signatory Agencies. The Signatory Agency that initially receives the lawsuit shall also schedule a meeting with all Signatory Agencies to discuss the lawsuit and to determine, with input from the insurer for each Signatory Agency, the appropriate manner in which to respond to and/or defend the lawsuit. Nothing in the Agreement shall be deemed a waiver by any Signatory Agency of the requirements set forth in Chapter 4.96 RCW, and the fact that a Signatory Agency provides notice or copies of a claim to another jurisdiction shall not constitute a waiver of the requirement that a party who files suit against a jurisdiction first file a claim with the jurisdiction in accordance with Chapter 4.96 RCW. Moreover, nothing in this Agreement shall be deemed acceptance of service of a lawsuit, and the fact that a Signatory Agency provides notice or copies of a lawsuit to another jurisdiction shall not be deemed adequate service of such lawsuit.
- C. **Costs of Defense:** The cost of defense of any claim brought against any Signatory Agency or its employees for any act or omission undertaken on behalf of the TRT shall be shared equally among the Signatory Agencies. The Signatory Agencies recognize this equal sharing of liability is different than the proportional sharing of budgeted expenses described above. This equal sharing of litigation costs shall apply regardless whether any Signatory Agencies are represented jointly.
- D. **Joint Representation Encouraged:** In the event of litigation against a Signatory Agency or its employees for any act or omission undertaken on behalf of the TRT, the Signatory Agencies are encouraged to select a single attorney to coordinate and conduct the defense. The Signatory Agencies recognize that joint representation improves access to records and personnel, improves communication among agencies and personnel, and minimizes the overall costs of defense. It is generally intended

that Signatory Agencies and their employees will agree to joint defense, except in cases of bona fide conflict, as described in the next section.

- E. Conflict Counsel – Cost-Sharing:** In the event any attorney retained to represent any individual of Signatory Agency in any TRT-related litigation determines conflict counsel should be appointed for any individual or Signatory Agency, that individual or Signatory Agency shall be entitled select their own conflict counsel, with the input of the relevant insurance carrier or risk-pooling organization. The costs of any conflict counsel shall be shared equally among the Signatory Agencies.
- F. Dismissal From Lawsuit – Continued Cost-Sharing:** In the event a Signatory Agency or its employee/s is/are successfully withdrawn or dismissed from a lawsuit, that Signatory Agency shall nonetheless be required to pay its equal share of any subsequent and continued litigation costs.
- G. Settlement – Procedure - Effect**
1. Settlement Procedure: Any Signatory Agency receiving a settlement offer or demand in any action or proceeding arising from TRT activity shall immediately notify the other Signatory Agencies of that offer/demand, including the particulars thereof. Such Signatory Agency shall consult with the other Signatory Agencies and their insurance carrier/s or risk-pooling organization/s prior to making any settlement decision.
 2. Individual Settlement Decisions Discouraged: It is the intent of this Agreement that the Signatory Agencies act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all Signatory Agencies agree with the settlement costs or, in the alternative, that all Signatory Agencies reject settlement demands and agree to go to trial and share in any litigation costs going forward.
 3. Individual Settlement Decision – Settlement Costs Not Shared: Any Signatory Agency entering into settlement with a claimant/plaintiff without ending the liability of all other Signatory Agencies and their employees shall not be entitled to contribution from the other Signatory Agencies for the amount of that settlement.
 4. Individual Settlements – Continued Litigation Costs Shared: Any Signatory Agency entering into settlement with a claimant/plaintiff without ending the liability of all other Signatory Agencies and their employees shall remain responsible for an equal share of any costs/expenses for any continued litigation against other Signatory Agencies and/or their employee/s.
- H. Liability Sharing – Non-Punitive Damages:** Excluding any award of punitive damages, liability for the actions or omissions of any individual or Signatory Agency, imposed as a result of their participation in the TRT or their employment,

shall be shared equally among all Signatory Agencies. The costs and expenses to be shared equally include, but are not limited to, any settlement of any claim for damages, fines, costs and expenses, awards, and attorney's fees (including costs of defense). These costs and expenses shall be shared equally regardless of which Signatory Agency or employee the action is brought against, regardless of which Signatory Agency or employee is ultimately responsible for the conduct, regardless of the number of Signatory Agencies named in the lawsuit or claim, and regardless of the number of officers from each Signatory Agency named in the lawsuit or claim.

- I. **Liability – Punitive Damages:** In the event punitive damages are awarded against any individual or Signatory Agency as a result of any action or omission occurring on behalf of the TRT, no other Signatory Agency shall be liable for any portion of such award. Any decision by a Signatory Agency to indemnify its officer/s or employee/s for any award of punitive damages will have no effect on the contribution owed by any other Signatory Agency.

- J. **Payment of Costs/Awards – Reimbursement:** In the event any Signatory Agency fails to timely provide payment of its equal portion of any shared costs/expenses outlined above, any other Signatory Agency may choose to pay the non-paying Signatory Agency's share. The Signatory Agency that failed to pay shall then be liable to the Signatory Agency that paid the share, plus any attorney's fees incurred in the collection of said monies from the non-paying Signatory Agency.

- K. **Hold Harmless:** The Signatory Agencies express their intent that no legal cause of action shall be brought by one Signatory Agency against any other Signatory Agency as a result of any TRT-related activity, except to enforce the cost- and liability-sharing provisions of this Agreement. Therefore, each Signatory Agency agrees to hold harmless and indemnify the other Signatory Agencies from any loss, claim or liability arising from the actions or inactions of its officers and employees or each other as related to any TRT activity, except as expressly outlined in this Agreement.

- L. **Insurance – Effect on Agreement:** The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this section shall not relieve any individual Signatory Agency from its obligations under this Agreement.

Section 9. Insurance Coverage Required

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

Section 10. Employment

Except as provided herein, all public safety personnel are deemed to be continuing employment for their respective employers when activated as members of the TRT. Each Signatory Agency shall be solely and exclusively responsible for the compensation and benefits for those personnel. All rights, duties, and obligations of the employer and the employee shall remain with that Signatory Agency. Each Signatory Agency shall be responsible for ensuring compliance with all applicable laws regarding employees, and with provisions on any applicable collective bargaining agreements, civil service rules regulations, and its own disciplinary policies and procedures.

Section 11. Press Releases

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

Section 12. Authorized Staff

The Signatory Agencies to this agreement shall provide the names and phone numbers of staff who have the authority to commit manpower and/or equipment to any TRT activation/callout.

Section 13. Prisoner Transportation

Transportation of arrestees will be coordinated by the Incident Commander.

Section 14. Injury Benefits

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

Section 15. Severability

Should any clause, phrase, sentence or paragraph of the Agreement or its application to any party or circumstance be declared invalid or void by a court of competent jurisdiction, the

remaining provisions of this Agreement and/or their application to other parties and circumstances, not declared invalid or void, shall remain in full force and effect.

Section 16. Term

The minimum term of this Agreement shall be one (1) year, effective upon its adoption by all Signatory Agencies. This Agreement shall automatically extend for consecutive one (1) year terms without action of the legislative bodies of the Signatory Agency jurisdictions, unless and until terminated pursuant to the terms of this agreement.

Section 17. Termination

Any Signatory Agency may withdraw from and terminate participation in under this Agreement upon the giving of thirty (30) calendar days advance written notice of intent to withdraw/terminate to the other Signatory Agencies herein. Withdrawal during any calendar year shall not entitle the withdrawing agency to a reduction or refund with respect to funds budgeted for or otherwise committed with respect to the withdrawing agency for any calendar year. Termination of this Agreement and/or withdrawal of an agency shall not terminate the indemnity or liability of that agency with respect to any incident arising prior to the withdrawal. All terms of this Agreement shall survive the termination of this Agreement with respect to any cause of action, claim or liability arising on or prior to the date of termination.

1. In the event that Signatory Agency withdraws from and terminates participation under this Agreement, property that was provided by that Signatory Agency pursuant to the terms and conditions of this Agreement, including but not limited to vehicles, equipment, firearms, ammunition and explosives, shall belong to and shall be returned to that Signatory Agency.
2. Items that were jointly purchased through the TRT general operating budget will continue to remain with and be available for use by the TRT until such time that this Agreement is terminated in its entirety, at which time items that were jointly purchased by the Signatory Agencies will be divided among the Signatory Agencies in proportion to the number of Team Members each Agency contributes to the Team under the Agreement as of the date of termination.

Section 18. Contract Administration

The Signatory Agencies do not, by this Agreement, intend to create any separate legal or administrative entity. The Signatory Agencies will cooperatively work together to further the intent and purpose of this agreement. The Chief Law Enforcement Officer from the Signatory Agencies shall be responsible for administering the terms of this agreement.

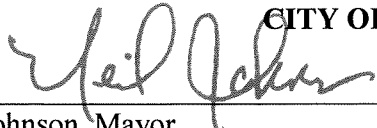
Section 19. Extent of Agreement

This agreement contains the complete understanding of the Signatory Agencies regarding the subject matter of this agreement.

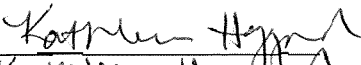
Section 10. Authorization

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

CITY OF BONNEY LAKE

By: 
Neil Johnson, Mayor

Date: 5/28/2019

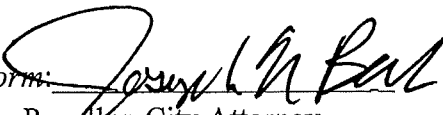
As To Form: 
Print Name: Kathleen Haggard
Bonney Lake City Attorney

Date: 6/4/19

CITY OF PUYALLUP

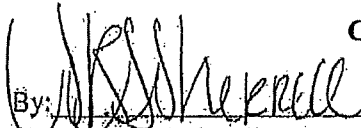
By: 
Kevin Yamamoto, City Manager

Date: 5-22-2019

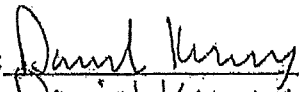
As To Form: 
Joe Beck, Puyallup City Attorney

Date: 5/20/2019

CITY OF MILTON

By: 
Shanna Styron-Sherell, Mayor

Date: 12-18-19

As To Form: 
Print Name: Daniel Kenney
Milton City Attorney

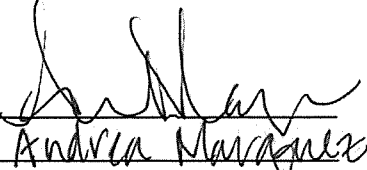
Date: 6-18-19

CITY OF SUMNER

By: 

William L. Pugh, Mayor

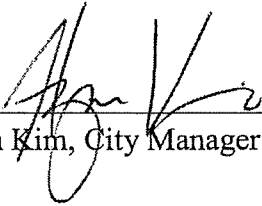
Date: _____

As To Form: 

Print Name: Andrea Marquez
Andrea Marquez, Sumner City Attorney

Date: _____

CITY OF FIFE

By:  _____
Hyun Kim, City Manager

Date: 6/21/2019

As To Form: _____
Greg Amann, Fife City Attorney

Date: _____

CITY OF ORTING

By: _____
Joshua Penner, Mayor

Date: _____

As To Form: _____
Print Name: _____
Orting City Attorney

Date: _____



City Of Orting Council Agenda Summary Sheet

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: South Correctional Entity-Inmate Housing (SCORE), 2021 Contract Amendment	AB21-05	Public Safety	1.20.21 2.17.21	
	Department:	Police		
	Date Submitted:	1.1.21		
Cost of Item:		<u>\$</u>		
Amount Budgeted:		<u>\$</u>		
Unexpended Balance:		<u>\$</u>		
Bars #:		TBD		
Timeline:		Next Meeting		
Submitted By:		Police		
Fiscal Note: None				
Attachments: Letter from Score and contract				
SUMMARY STATEMENT:				
<p>The Police Department has had a contract with SCORE since 2014. The Department has additional contracts for inmate services with other agencies, but Score has the ability to house individuals with mental health issues. SCORE is used depending on individual circumstances.</p> <p>The attached is a contract amendment for 2021 services. SCORE has indicated that due to the devastating effects of the pandemic on communities, and City budgets that they will not raise their Daily Rates or Premium Medical Surcharges for contract year 2022. Bed Rates are outlined in Exhibit A.</p> <p>SCORE will be implementing a modest fee of \$35.00 upon booking, but this fee will not be charged in 2021, but is scheduled to go in to effect for contract year 2022.</p>				
RECOMMENDED ACTION: Move Forward to The Consent Agenda for The February 24 th , 2021 Meeting.				
FUTURE MOTION: <i>To authorize the Mayor to sign the contract amendment with SCORE as presented.</i>				



SOUTH CORRECTIONAL ENTITY

Serving the Cities of: Auburn, Burien, Des Moines, Renton, SeaTac, and Tukwila

June 30, 2020

Lieutenant Devon Gabreluk
Orting Police Department
PO Box 490
402 Washington Ave SE
Orting, WA 98361

Sent via Email: DGabreluk@cityoforting.org

Dear Lieutenant Devon Gabreluk:

Thank you for your continued support and partnership during this unprecedented time. On behalf of all South Correctional Entity (SCORE) Employees, we appreciate the work you do for your community while upholding the mission and values that strengthen all of our communities.

Background

SCORE's Vision is "to protect the public, by providing secure and humane housing of inmates within its control and by providing the best corrections services within Washington State". SCORE strives to provide the highest quality of supervision and services and has earned, for a second time, accreditation with the National Commission of Correctional Health Care. In 2016, SCORE was the first jail accredited by the Washington Association of Sheriffs' and Police Chiefs and is seeking reaccreditation this year. Additionally, many of SCORE's Corrections Officers and Captains have been certified by the American Jail Association. SCORE is also compliant with the Prison Rape Elimination Act and the American Disabilities Act.

I am pleased to share with you that since August of 2018, we've applied for and have been awarded more than \$1,000,000.00 in grant monies to support opioid treatment and reentry coordination services. SCORE continues to provide comprehensive Medication Assisted Treatment (MAT) program and these grant monies allow us to serve a greater number of inmates and maintain continuity of care through our community partners.

COVID-19 Response

SCORE was an early adopter of employee and inmate screening and continues to ensure we are engaged in preventative measures such as regular sanitation routines, masks requirements for staff, visitors, and inmate population, and temperature and symptom checks prior to facility entrance. We continue to work with our vendors to provide free inmate visits via video and have increased our video court technology options for contactless court hearings.

2021 Rates and Fees

SCORE has decided to implement a modest fee of \$35.00 upon booking. This fee will not be charged in 2021 but is scheduled to go in to effect for contract year 2022. This fee will appear on your contracts as "waived" for 2021 due to our continued booking restrictions and the economic damage caused by COVID-19 pandemic. We know that this pandemic has had devastating effects on our communities and city budgets so we will not be raising our Daily Rates or Premium Medical Surcharges for contract year 2022. Therefore, this letter will serve as notification of SCORE's housing contract rates for 2021:

2021 Rates

Daily Housing Rates:

General Population – Guaranteed Beds	\$128.00
General Population – Non-Guaranteed Beds	\$184.00

Daily Rate Surcharges:

Mental Health – Residential Beds	\$159.00
Medical – Acute Beds	\$217.00
Mental Health - Acute Beds	\$278.00

<u>Booking Fee:</u>	\$35.00	(Waived)
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Mental Health - Residential Beds means inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE's Mental Health - Residential Unit.

Medical – Acute Beds means an inmate is clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE's medical clinic.

Mental Health – Acute Beds means an inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE's Mental Health - Acute Unit.

To review our response to COVID-19 visit <https://www.scorejail.org/news-releases>.

Please contact me if you have any questions. I can be reached either via email or phone at dschrum@scorejail.org or 206-257-6262.

Sincerely,



Devon Schrum, Executive Director
South Correctional Entity

AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING dated as of _____, **2021** (hereinafter "Amendment to Original Agreement") is made and entered into by and between the **SOUTH CORRECTIONAL ENTITY**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the _____ (hereinafter the "City" and together with SCORE, the "Parties" or individually a "Party"). This Amendment to Original Agreement is intended to supplement and amend that certain Interlocal Agreement for Inmate Housing between the Parties dated _____, as it may have been previously amended (the "Original Agreement"). The Parties hereto mutually agree as follows:

- 1. EXHIBIT A. FEES AND CHARGES AND SERVICES.** Per section 4 (Compensation) of the Original Agreement is hereby amended to include the following:

Daily Housing Rates

General Population – Guaranteed Beds	\$128.00	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$184.00	

Daily Rate Surcharges:

Mental Health – Residential Beds	\$159.00
Medical – Acute Beds	\$217.00
Mental Health – Acute Beds	\$278.00

<u>Booking Fee</u>	\$35.00	Waived until Dec. 31, 2021
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Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges and services will be annually adjusted each January 1st.

- 2. SECTION 1. DEFINITIONS:**
- a. **Commencement Date.** The bed rates provided for in Section 1 of this Amendment to Original Agreement shall become effective **January 1, 2021**. This Amendment to Original Agreement may be executed in any number of counterparts.
 - b. **Member City** means "Owner City" as set forth in the SCORE Public Development Authority Amended and Restated Interlocal Agreement dated December 11, 2019.
- 3. RATIFICATION AND CONFIRMATION.** All other terms and conditions of the Original Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Original Agreement as of the date first mentioned above.

SOUTH CORRECTIONAL ENTITY

Contract Agency Name

Signature

Signature

Date

Date

ATTESTED BY:

Signature

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198

Attention: Executive Director Devon Schrum

Attention:

Email: dschrum@scorejail.org

Email:

Telephone: 206-257-6262

Telephone:

Fax: 206-257-6310

Fax:

DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:

DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:

Name: Devon Schrum

Name:

Title: Executive Director

Title:

INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the CITY OF Orting a municipal corporation organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, SCORE was formed by its Member Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the city of Des Moines (the "SCORE Facility") to serve the Member Cities, federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety and welfare; and

WHEREAS, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

WHEREAS, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

SECTION 1. DEFINITIONS.

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement.

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

Commencement Date means January 1, 2020.

Contract Agency Inmate means a person or persons subject to the Contract Agency's custody who is transferred to SCORE's custody under this Agreement.

Daily Bed Rate means the daily rate the Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

Daily Surcharge Rates means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

Guaranteed Bed Rate means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

Inmate means a person or persons transferred to SCORE's custody to be housed at the SCORE Facility. The term "Inmates" includes Contract Agency Inmates.

Interlocal Agreement means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009, executed among the parties thereto for the purpose of forming SCORE.

Mental Health - Residential Beds means Inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE's Mental Health - Residential Unit.

Medical – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE's medical clinic.

Mental Health – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE's Mental Health - Acute Unit.

Member City has the meaning set forth in the Interlocal Agreement.

Non-Guaranteed Bed Rate means a higher Daily Bed Rate – Non-Guaranteed, as set forth in Exhibit A.

SCORE Facility means the correctional facility maintained and operated by SCORE located at 20817 17th Avenue South, Des Moines, WA 98198.

Termination Date means December 31, 2024.

SECTION 2. TERM.

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

SECTION 3. INMATE HOUSING AND SERVICES.

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

SECTION 4. COMPENSATION.

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A.

Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.

- A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.
- B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures. Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the Contract Agency Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a Contract Agency Inmate is entitled. The information is used for third party billing.
- C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and reasonable judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and reasonable judgment of SCORE as provided in Exhibit F.
- D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.
- E. Release. Except for work programs or health care, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows: SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Member City of arrest, or the Member City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family member or friend with confirmed transportation, or be released via private taxi.

SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGRAMS.

- A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.
- B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.
- C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.
- D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.
- E. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

SECTION 7. HEALTH CARE.

SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care.

Contract Agency Inmates shall be responsible for co-payment for health services according to SCORE policy. The Contract Agency shall not be responsible to SCORE for Contract Agency Inmate co-payments. No Contract Agency Inmate shall be denied necessary health care because of an inability to pay for health services.

In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract

Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

Except to the extent that a Contract Agency Inmate can pay pursuant to Section 5.B, the Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may, or at the request of the Contract Agency shall, provide hospital security services for an additional charge as provided in Exhibit A.

SECTION 8. DETAINERS.

Warrants and Contract Agency Inmates in a "Detainer" status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

SECTION 10. ESCAPE; DEATH.

If a Contract Agency Inmate escapes SCORE's custody, SCORE shall notify the Contract Agency as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped Contract Agency Inmates.

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate's body. Unless another agency becomes responsible for investigation, one or more Member City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency's communication with and receipt of reports from the other agency.

The Contract Agency shall provide SCORE with written instructions regarding the disposition of the Contract Agency Inmate's body. The Contract Agency shall pay for all reasonable expenses for the preparation and shipment of the body. The Contract Agency may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Contract Agency shall be responsible for all costs associated with this request.

SECTION 11. REPORTING AND INSPECTION.

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates' records. The Contract Agency shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

SECTION 12. TECHNOLOGY.

SCORE and the Contract Agency may each permit the other continuous access to its computer database regarding all Contract Agency Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the Contract Agency and appropriate computer(s) of SCORE.

SECTION 13. BILLING AND PAYMENT.

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency Inmate; the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE; and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

SECTION 14. BILLING DISPUTE RESOLUTION.

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing or other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

SECTION 15. INDEPENDENT CONTRACTOR.

In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Contract Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Contract Agency under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a Party to this Agreement.

SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.

SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited

to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

SECTION 17. INSURANCE.

SCORE and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.

SECTION 18. TERMINATION.

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

SECTION 19. RECORDS.

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

SECTION 21. HIPAA AND HITECH COMPLIANCE.

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

SECTION 22. EQUAL OPPORTUNITY.

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*).

SECTION 23. MISCELLANEOUS.

- A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

- F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the each Parties' right to indemnification under this Agreement.
- G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.
- H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.
- I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement
- J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.
- K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.
- L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.
- M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

SECTION 24. EXECUTION.

This Agreement shall be executed by the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

Devon Schrum
Signature

2-3-2020
Date

City of Orting
Contract Agency Name

[Signature]
Signature

1/29/2020
Date

ATTESTED BY: City Clerk

Jane Montgomery
Signature

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198

Attention: Executive Director Devon Schrum
Email: dschrum@scorejail.org
Telephone: 206-257-6262
Fax: 206-257-6310

DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:

Name: Devon Schrum
Title: Executive Director

NOTICE ADDRESS:

City of Orting
PO Box 489
Orting, WA 98360

Attention: Jane Montgomery
City Clerk
Email: jmontgomery@cityoforting.org
Telephone: 360-893-2219 x 133
Fax:

DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:

Name: Joshua Penner
Title: Mayor

Exhibit A

FEES AND CHARGES AND SERVICES

Daily Housing Rates:¹

General Population – Guaranteed	\$128.00	Number of Beds: <u>0</u>
General Population – Non-Guaranteed	\$184.00	

Daily Rate Surcharges:²

Mental Health – Residential Beds	\$159.00
Medical - Acute Beds	\$217.00
Mental Health – Acute Beds	\$278.00

Health Care Services:³

In-Facility Care	Included
Co-Payments	Inmate responsibility
Outside Medical Services	Contract Agency billed
Emergency Care	Contract Agency billed
Pharmaceuticals	Medications billed to Contract Agency

Transportation Fees:

SCORE Officer Transport	\$65.00/per hour
Released at Member City Location ⁴	Included

Security Services:

Hospital Security	\$65.00/per hour
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Video Court:

In-Custody Arraignment	Included
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Other Terms & Conditions:

¹ Guaranteed Bed Rate

² Surcharges are in addition to daily bed rates and subject to bed availability.

³ Guided by American Correctional Association and/or National Commission on Correctional Health Care.

⁴ Auburn, Burien, Des Moines, Federal Way (Until 12/31/2019), Renton, SeaTac, Tukwila.

Exhibit B

WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to Contract Agency Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.
2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainers.
 - a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
 - b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
 - c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
 - d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini- Chain.

Exhibit C

PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT

1. Compliance
SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
 - a) The Prison Rape Elimination Act of 2003 (PREA)
 - b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
 - c) Zero tolerance toward all forms of sexual abuse and sexual harassment.

2. Monitoring
SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
 - a) Site visits,
 - b) Access to facility data, and
 - c) Review of applicable documentation.

3. Contract Agency may terminate this Agreement
 - a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or
 - b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

4. The Contract Agency will terminate this Agreement
 - a) Should SCORE elect to discontinue pursuit of PREA compliance;
 - b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames; or
 - c) Should SCORE be found to be in egregious violation of PREA.

Exhibit D

MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

Exhibit E

PROPERTY

1. SCORE will *not accept or transport* the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products.
 - c) Food products in packaging that have been opened.
 - d) Any type of weapon (includes pocket knives).
 - e) Liquids.
 - f) Helmets or any kind.
 - g) Large items that will not fit into a common paper grocery bag.
 - h) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the Contract Agency according to these criteria.

Exhibit F

CLASSIFICATION

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments (28 CFR 115.42) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

The Contract Agency shall supply SCORE with the following Classification related information, if known to or in possession of the Contract Agency:

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
 - a) Is a violent offender or has displayed violent behavior during present or past incarcerations
 - b) Is identified as a threat to law enforcement
 - c) Is an escape risk

Exhibit G

BORROWING

One contracting agency may "borrow" another Contract Agency's Inmate as follows:

1. If a Contract Agency requests the transport of another contracting agency's Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainees. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Police/Public Works Vehicle Purchases	AB21-22	Public Safety & Public Works	2.17.21	
	Department:	Police and Public Works		
	Date Submitted:	February 3, 2021		
Cost of Item:	<u>\$ 171,137.65</u>			
Amount Budgeted:	<u>\$ 193,000</u>			
Unexpended Balance:	<u>\$ 21,862.35</u>			
Bars #:	Various			
Timeline:	ASAP			
Submitted By:	Scott Larson			
Fiscal Note: These vehicles will be purchased outright.				
Attachments: Police & Public Works Vehicle Order Summaries				
SUMMARY STATEMENT:				
<p>As part of our budget process Council approved the purchase of two police cars and two public works vehicles. The proposed purchase would be completed through the state vehicle contract. Per our purchasing policy no bidding process is required. Vehicles are expected to be delivered some time during the third quarter of 2021.</p>				
RECOMMENDED ACTION: Move Forward to The Consent Agenda for The February 24 th , 2021 Meeting.				
FUTURE MOTION: <i>To Authorize the Mayor to Sign Contracts for The Purchase of Two Public Works Vehicles, And Two Police Vehicles, And the Vehicles' Upfitting For an Amount Not to Exceed \$171,137.65</i>				

Scott Larson

From: Christopher Gard
Sent: Wednesday, February 3, 2021 9:24 AM
To: Scott Larson
Subject: FW: Vehicle Purchase Request - 2021-1-683 - ORTING, CITY OF - 22710
Attachments: Orting 2021.pdf

Here's the estimate and the SPS quote.

Chris

From: Christopher Gard
Sent: Thursday, January 21, 2021 3:28 PM
To: Orders <orders@colford.com>
Subject: Re: Vehicle Purchase Request - 2021-1-683 - ORTING, CITY OF - 22710

Great, thank you, Kathleen! I hope all
is well.

Chris

Sent from my iPhone

On Jan 21, 2021, at 3:19 PM, Orders <orders@colford.com> wrote:

Hi Chris,

I tried calling but the line is busy – order looks good. I see an email with a PO that I will double check and match up. Thanks!

Kathleen Brennan
Fleet Coordinator
Columbia Ford Lincoln Hyundai
p 360-423-4321 ext. 183
f 360-423-6056

From: NOREPLY@des.wa.gov <NOREPLY@des.wa.gov>
Sent: Thursday, January 21, 2021 1:47 PM
To: orders@colford.com
Cc: cgard@cityoforting.org
Subject: Vehicle Purchase Request - 2021-1-683 - ORTING, CITY OF - 22710

This is **NOT** a purchase order.

You must contact the dealer to discuss the purchase and provide a purchase order number before the vehicle will be ordered.

Contract & Dealer Information

Contract #: 05916 - Motor Vehicles	Dealer Contact: Marie Tellinghiusen
Dealer: Columbia Ford	Dealer Phone: (360) 423-4321 Ext: 187
700 7th Avenue	Dealer Email: orders@colford.com
Longview WA 98632	

Organization Information

Organization: ORTING, CITY OF - 22710	Contact Email: cgard@cityoforting.org
Order Contact: Chris Gard	Organization Reference #: Orting Police Department
Contact Phone: 253-377-4429	Quote #: 2021-1-683
Vehicle Location: ORTING	
Comments:	

Color Options

Agate Black (UM) - 2
Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0521-001	2021 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	2	\$32,879.00	\$65,758.00
2021-0521-003	INFORMATION ONLY: Columbia Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	2	\$0.00	\$0.00
2021-0521-004	INFORMATION ONLY: (#010-099 Ford Factory Options) (#100-149) Ford Factory VSO Vehicle Special Order options, i.e. red/red LEDs) (#200-299 Dealer-Installed Options, including Setina Upfits) (#350-439 Day Wireless Upfits -- Click on Display Upfits at bottom of option list)	2	\$0.00	\$0.00
2021-0521-012	Alternative Hybrid (HEV) Engine System [318 HP (combined system HP), 285 HP (gas engine) @ 6500 RPM, 260 lb.-ft. Torque @ 4000 RPM) (6840# GVWR, 1670 # Payload, 5000# Towing Capacity, 7.4in Ground Clearance) [Includes 3.3L V6 Direct-Injection Hybrid Engine System, Lithium-Ion Battery Pack (does not intrude into the cargo area), police calibrated high-performance regenerative braking system, DC/DC converter 220-Amp (in lieu of alternator), H7 AGM Battery - 800 CCA / 80-Amp, 19-Gallon Fuel Tank, 8-Year/100,000-Mile Hybrid Unique Component Warranty] (Not compatible with 3.0L V6 EcoBoost option) (99W/44B)	2	\$3,518.00	\$7,036.00

2021-0521-015	Front Headlamp Lighting Solution [Includes Pre-wire for Grille LED Lights, Siren and Speaker #60A; LED Low Beam/High Beam Headlamp, Wig-Wag function and Red/Blue/White LED side warning lights (driver side White/Red, passenger side White/Blue); Wiring, LED lights are included; Controller not included] (Included with Ready for the Road Package) (When ordered as a stand-alone option, recommend also ordering Ultimate Wiring Package #67U) (66A)	2	\$892.00	\$1,784.00
2021-0521-017	Tail Lamp/Housing Only (Includes pre-existing holes with standard twist lock sealed capability) (does not include LED strobe) (Not available with Tail Lamp Lighting Solution #66B or Ready for the Road Package #67H) (86T)	2	\$60.00	\$120.00
2021-0521-021	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	2	\$289.00	\$578.00
2021-0521-030	Noise Suppression Bonds (Ground Straps)(60R)	2	\$100.00	\$200.00
2021-0521-031	Switchable Red/White Lighting in Cargo Area (deletes 3rd row map light) (17T)	2	\$50.00	\$100.00
2021-0521-033	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	2	\$25.00	\$50.00
2021-0521-034	Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	2	\$259.00	\$518.00
2021-0521-039	Doors/Locks: Hidden Door Lock Plunger with Rear Door Controls Inoperable - locks, handles and windows (locks/windows operable from drivers door switches) (included with Ready for the Road Package #67H) (52P)	2	\$159.00	\$318.00
2021-0521-043	Reverse Sensing System (76R)	2	\$275.00	\$550.00
2021-0521-045	Police Perimeter Alert - detects motion in an approximately 270-degree radius on sides and back of vehicle (If movement is determined to be a threat, chime will sound at Level 1; Doors will lock and windows will automatically go up at Level 2; Includes visual display in center stack with tracking) (68B)	2	\$673.00	\$1,346.00
2021-0521-046	Pre-Collision Assist with Pedestrian Detection (Includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) (Not available with Front Interior Visor Lightbar #96W) (76P)	2	\$144.00	\$288.00
2021-0521-048	Remote Keyless Entry with Four (4) FOBS/Transmitters (includes Liftgate Release Button) (Does not include Keyless Entry Door Keypad) (If ordered with Fleet Keyed Alike option, fobs are unique and are not fobbed-alike) (55F)	2	\$339.00	\$678.00
2021-0521-050	Rear Console Plate (wiring conduit from front console plate to rear seat) (Included with Ready for the Road Pkg #67H) (Not available with Interior Upgrade Pkg #65U or Front Console Plate Delete #85D) (85R)	2	\$45.00	\$90.00
2021-0521-052	Spot Lamp, LED Bulb, Driver Only (Whelen) (51T)	2	\$418.00	\$836.00
2021-0521-061	Underbody Deflector Plate (engine and transmission shield) (76D)	2	\$334.00	\$668.00
2021-0521-064	Rear Center Seat Delete (Includes center seat delete tray) (Not available with Interior Upgrade Pkg #65U or Vinyl Rear Seat) (No credit) (85S)	2	\$0.00	\$0.00
2021-0521-072	Class III Trailer Tow Lighting Package (Includes 4-pin and 7-pin connectors and wiring) (Class III Trailer Hitch Receiver w/ 5000# maximum tow capacity is standard equipment) (52T) NOW STANDARD EQUIPMENT	2	\$0.00	\$0.00
2021-0521-073	H8 AGM Battery Upgrade (900 CCA / 92-Amp) (19K)	2	\$109.00	\$218.00
2021-0521-074	OBD-II Split Connector (Allows up to 2 devices to be connected to the vehicle OBD-II port) (61B)	2	\$55.00	\$110.00

Request Totals

	Total Vehicles: 2
	Sub Total: \$81,246.00
	8.400 % Sales Tax: \$6,824.66
	Request Total: \$88,070.66



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Total Control Panel

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To: cgard@cityoforting.org

[Remove](#) this sender from my allow list

From: orders@colford.com

You received this message because the sender is on your allow list.

Scott Larson

From: Greg Reed
Sent: Thursday, January 21, 2021 1:30 PM
To: Scott Larson
Cc: Laura Hinds
Subject: FW: Vehicle Quote - 2021-1-684 - ORTING, CITY OF - 22710

Laura found the correct form, the quote is below and she created and sent in a purchase request.

From: Greg Reed
Sent: Thursday, January 21, 2021 1:26 PM
To: Laura Hinds <LHinds@cityoforting.org>
Subject: FW: Vehicle Quote - 2021-1-684 - ORTING, CITY OF - 22710

From: NOREPLY@des.wa.gov [<mailto:NOREPLY@des.wa.gov>]
Sent: Thursday, January 21, 2021 1:25 PM
To: Greg Reed <GReed@cityoforting.org>
Cc: noreply@des.wa.gov
Subject: Vehicle Quote - 2021-1-684 - ORTING, CITY OF - 22710

Vehicle Quote Number: 2021-1-684 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: ORTING, CITY OF - 22710
Email: greed@cityoforting.org

Quote Notes:
Vehicle Location: ORTING

Color Options & Qty

Oxford White (Z1) - 2

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0821-0001	2021 Ford F250 Pickup, 4WD	2	\$27,079.00	\$54,158.00
2021-0821-0010	2021 Ford F250 Pickup, Regular Cab, 4WD, 142WB, 8ft Box, 6.2L V8 Gas, TorqShift-G 6-speed auto w/SelectShift, 10,000# GVWR, 3830# Payload, 3.73 RAR, LT245/75Rx17E BSW All-Season Tires, 17in argent painted steel wheels/painted hub covers, (F2B/600A/996/44S/142WB/TD8/64A) -- This is the BASE Vehicle, please refer to Vehicle Standard Specifications for complete description.	2	\$0.00	\$0.00
2021-0821-0012	Alternative Cab/Wheelbase: Extended Cab, 164WB, 8ft box, 10000# GVWR, 3490# Payload (X2B/164WB)	2	\$2,417.00	\$4,834.00
2021-0821-0030	240 Amp Alternator (Only available with 6.2L Gas Engine) (67E)	2	\$82.00	\$164.00
2021-0821-0032	Skid Plates (Transfer case and fuel tank) (4x4 Only) (included with FX4 Off-Road Package #17X) (41P)	2	\$96.00	\$192.00
2021-0821-0040	Rearview Camera Upgrade: Rear CHMSL Camera (display in center stack screen) (includes LED Center High-Mounted Stop Lamp with Cargo Light and Rear Video Camera) (Not available with Pickup Box Delete #66D) (873)	2	\$192.00	\$384.00
2021-0821-0047	LED Amber Warning Strobes (includes center high-mounted stop light bar and two (2) hood mounted lights) (91S/59H)	2	\$646.00	\$1,292.00
2021-0821-0059	Exterior backup alarm (factory) (76C)	2	\$135.00	\$270.00
2021-0821-0201	One (1) Extra Key, programmed (will receive 5 total) (Only available with base vehicle. Cannot order Power Equipment Group #90L or XLT Trim Upgrade) (DLR)	2	\$110.00	\$220.00
2021-0821-0207	Trailer Tow Hitch Receiver Option: Sleeve Reducer - 2.5in to 2in (DLR)	2	\$32.00	\$64.00
2021-0821-0213	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	2	\$40.00	\$80.00

Quote Totals

Total Vehicles:	2
Sub Total:	\$61,658.00
8.4 % Sales Tax:	\$5,179.27
Quote Total:	\$66,837.27

Total Control Panel

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To: greed@cityoforting.org

Message Score: 1

High (60): Pass

From: noreply@des.wa.gov

My Spam Blocking Level: High

Medium (75): Pass

Low (90): Pass

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This message was delivered because the content filter score did not exceed your filter level.

Systems for Public Safety Inc.

042537

9412 Front St S Bldg B

Lakewood, WA. 98499

Phone: 253-983-1103 Fax: 253-983-1101

Your One Stop Shop for Emergency Vehicle Needs

Estimate for Services

Estimate Date : 1/22/2021

City of Orting

PO Box 489

Orting, WA 98360

Home: 360-893-3111 171 Cellular: 253-261-7385 Drake

2020 Ford - Police Interceptor Utility - 3.3L, V6 (204CI) VIN(W

Lic # : - WA

Odom. In: 0

VIN # :

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Extended
Whelen Cenator Light Bar-DUO <i>Cenator</i>	1.00	1,450.00	1,450.00	Install listed equipment, lighting, and customer supplied parts.	55.00	4,950.00
Carbide Siren System with CanPort Module <i>CCSRNT5F</i>	1.00	929.17	929.17	Recycle gun Locks out of old cars.		
Carbide Control Head Rotary Knob <i>CANCTL6</i>	1.00	0.00	0.00			
WHELEN- Vertex - LED - Blue <i>VTX609B</i>	3.00	75.82	227.46			
Vertex Hide-A-Way LED, Red <i>VTX609R</i>	1.00	77.54	77.54			
ION Slim LED DUO Red White <i>I2D</i>	1.00	101.90	101.90			
ION Slim LED DUO Blue White <i>I2E</i>	1.00	101.90	101.90			
ION T-SERIES LINEAR DUO R/W <i>TLI2D</i>	1.00	109.90	109.90			
ION T-SERIES LINEAR DUO B/W <i>TLI2E</i>	1.00	109.90	109.90			
3" Round Compartment Light, Red/White <i>3SRCCDCR</i>	1.00	65.00	65.00			
3" Round Compartment Light, White <i>3SC0CDCR</i>	1.00	60.00	60.00			
Map Light 18" Gooseneck LED Red/White/UV <i>L-5/18-LED-3-UV</i>	1.00	67.87	67.87			
100W Siren Speaker, Whelen <i>SA315P-</i>	1.00	182.81	182.81			
Universal Siren Speaker Bracket <i>SAK1</i>	1.00	24.00	24.00			
#10 VS C RP Coated Poly Partition Tall w/ SCA 2020 <i>PK0419ITU20TM</i>	1.00	755.66	755.66			
Full Hard Seat w/#12 Poly Partition 2020 <i>QK0566ITU20</i>	1.00	1,145.82	1,145.82			
Lighted Push Bumper Front DUO Side DUO <i>BK2019ITU20PB9</i>	1.00	957.98	957.98			
Setina 2020 Ford Int. Utility EZ lift Deck w/tray <i>TK2307ITU20</i>	1.00	976.65	976.65			
Steel Window Barrier <i>WK0514ITU20</i>	1.00	227.10	227.10			
Dual T-Rail Mount (No Locks)	1.00	174.25	174.25			

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2020 Ford - Police Interceptor Utility - 3.3L, V6 (204CI) VIN(W

Lic # : - WA

Odom. In: 0

VIN # :

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Extended
<i>GK1028SSCA</i> Universal Gunlock Insert	2.00	8.33	16.66			
<i>SC-6060</i> Angled Ford PIU Console Solution W/Motion	1.00	688.64	688.64			
<i>PKG-SPS-2020A</i> Dome Light, 12 LED Red/White	1.00	81.75	81.75			
<i>ECVDMLTAL00</i> Able 2 Tripple Accesory Outlet	1.00	25.00	25.00			
<i>14_0553</i> Magnetic Mic Conversion Kit, Single Unit	2.00	34.95	69.90			
<i>MMSU1</i> Havis Mic Clip Bracket	2.00	12.25	24.50			
<i>C-MCB</i> SPS INUT Pigtail & Harness w/ Molex 2020-	1.00	613.91	613.91			
<i>2020/2020-1 SPS INUT</i> Firewall Gromment for Wiring Harness	1.00	5.00	5.00			
<i>HBDMHXQ-R45</i> Amphenol RF Mini UHF RG58	1.00	3.72	3.72			
<i>182110</i> Power Distribution Unit	1.00	372.73	372.73			
<i>P5</i> 3/4" Hole NMO HF Mount w/17 Ft RG58	2.00	18.28	36.56			
<i>LARNMOKHFUD</i> Amphenol RF Mini UHF RG58	2.00	3.72	7.44			
<i>182110</i> RJ45 Data Cat5 Cable End	2.00	1.00	2.00			
<i>251893</i> Shipping on Equipment	1.00	100.00	100.00			
<i>Freight</i> Stream light	1.00	0.00	0.00			
<i>CS</i> Sector Printer Housing	1.00	0.00	0.00			
<i>CS</i> Radio- APX6500	2.00	0.00	0.00			
<i>CS</i> Motorola External Speaker	1.00	0.00	0.00			
<i>CS</i> Shop Supplies			25.00			

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Home: 360-893-3111 171 Cellular: 253-261-7385 Drake

2020 Ford - Police Interceptor Utility - 3.3L, V6 (204CI) VIN(W

Lic # : - WA

Odom. In: 0

VIN # :

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Extended

Parts/Supplies: 9,817.72

Labor: 4,950.00

HazMat/Fees: 0.00

Tax: 1,462.00

Total : \$ 16,229.72

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I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle described for testing and/or inspection. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

Estimates are good for 45 days after date printed on estimate

Signature _____ Date _____ Time _____



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Naming City Hall Room 116 in Honor of Mark Bethune- Resolution No. 2021-03	AB21-23	N/A	2/17/21	
	Department:	Executive		
	Date Submitted:	1/27/20		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Mayor Penner/Scott Larson			
Fiscal Note: None				
Attachments: Resolution No. 2021-03				
SUMMARY STATEMENT:				
This resolution would name Room 116, the small conference room in City Hall in commemoration of the service the former City Administrator Mark Bethune provided to the City since 2004.				
RECOMMENDED ACTION: Move forward to the next meeting on February 24 th , 2021				
FUTURE MOTION: <i>To Approve Resolution No. 2021-03 Authorizing the dedication of City Hall room 116 as the Mark Bethune Commemorative Conference Room.</i>				

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2021-03**

**A RESOLUTION OF THE CITY OF ORTING, WASHINGTON,
AUTHORIZING THE DEDICATION OF CITY HALL ROOM 116
AS THE MARK BETHUNE COMMEMORATIVE
CONFERENCE ROOM.**

WHEREAS, Mark Bethune served in the capacity of City Administrator from June 2004 to November of 2020; and

WHEREAS, The Mayor and Council of the City of Orting wants to recognize the many lasting contributions made by Mark Bethune, City Administrator; and believes it is important to acknowledge individuals who have greatly contributed to the City and its citizens; and

WHEREAS, Mark Bethune dedicated countless hours to the planning, and construction of a New City Hall; and

WHEREAS, Mark Bethune served loyally to four City of Orting Mayors, demonstrating his ability to adapt and adjust to each new vision; and

WHEREAS, Mark Bethune showed his dedication to the Orting community by volunteering many hours of his own time participating in community events; and

WHEREAS, Mark Bethune worked tirelessly to maintain the communities rich agricultural heritage, scenic trails, parks and outdoor recreation while at the same time working on expanding local business opportunities; and

WHEREAS, The Mayor and Council of the City of Orting wishes to express their appreciation and admiration for the achievements and improvements made by this remarkable man;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORTING AS FOLLOWS:

Section 1. Dedication. Room 116 at City Hall shall be known as the “Mark Bethune Commemorative Conference Room” and a plaque stating the same shall be posted outside the same room.

Section 2. Corrections. The City Clerk and the codifiers of this resolution are authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener’s errors, references, numbering, section/subsection numbers and any references thereto.

Section 3. Effective date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

APPROVED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 24TH DAY OF FEBRUARY, 2021.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk, CMC

Approved as to form:

Charlotte A. Archer
Inslee, Best, Doezie & Ryder, P.S.
City Attorney