

COUNCILMEMBERS

Position No.

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



REVISED

ORTING CITY COUNCIL

Regular Business Meeting Agenda
104 Bridge St S. Orting, WA 98360
Virtual – Zoom meeting
December 8th, 2021
7:00 p.m.

Mayor Joshua Penner, Chair

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

You may attend this meeting via the platform Zoom by clicking the following link <https://zoom.us/j/96380362700?pwd=aXd1d2lmeUpkellGRldkV2sxSDRNZz09>, by telephone by dialing 1.253.215.8782, Meeting ID 963 8036 2700, 126639, or in person at Orting City Hall. Per the Governor's directives, all in person attendees shall comply with social distancing regulations and all attendees shall wear a face covering. If you log in at zoom.com you will need to enter the meeting ID 963 8036 2700 the passcode 126639, and your name.

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

2. SWEARING IN OF ELECTED COUNCIL MEMBER.

Position #3 – Don Tracy
Judge Curry

3. PUBLIC COMMENTS - Comments may be sent to the City Clerk at clerk@cityoforting.org by 3pm on December 8th, 2021, and will be read in to the record at the meeting. In person attendees may provide public comment at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. Written comments that come in after the 3pm deadline will be read in to the record at the next Council meeting.

4. CONSENT AGENDA- (Any request for items to be pulled for discussion?).

- A. Payroll Claims and Warrants.
- B. Regular Meeting minutes of November 17th, 2021 and November 23rd, 2021.

Motion: To approve consent agenda as prepared.

5. AGENDA ITEMS.

- A. **AB21-100** – Parametrix Contract.
Maryanne Zukowski

Motion: To authorize the Mayor to sign an amendment to the City's on call engineering contract with Parametrix, Inc.

B. AB21-98 – 2022 Grants.
Scott Larson

Motion: To adopt Resolution No's 2021-19 – Orting Food Bank, 2021-20 – Opportunity Center of Orting (DBA the Haven), 2021-21 – Orting Chamber of Commerce, 2021-22 – Orting Valley Farmers Market, 2021-23 – Recovery Café Orting Valley, 2021-24 – Orting Senior Center, as presented, for a combined total of \$39,100.00.

C. AB21-101 – Budget Amendment.
Gretchen Russo

Motion: To adopt Ordinance No. 2021-1090, an Ordinance of the City of Orting, Washington, amending Ordinance No. 2020-1066, adopting the City of Orting 2021 Budget; providing for appropriation and expenditure of funds received in excess of estimated revenues; adopting various transfers; providing for severability; and establishing an effective date.

D. Meeting Cancellations 2021.
Scott Larson

Motion: To cancel the December 15th study session and the December 29th regular Council meeting.

6. RECOGNITION OF OUTGOING COUNCIL MEMBERS.
Scott Larson

7. EXECUTIVE SESSION.

8. ADJOURNMENT.

Motion: To adjourn.

STATE OF WASHINGTON,

)

} ss.

OATH OF OFFICE

County of Pierce

)

I, Don Tracy, residing at 115 Eldredge Ave SW. Orting, Washington 98360,

Do solemnly swear that I am a Citizen of the United States and the State of Washington.

I will support the Constitution and Laws of the United States, and the Constitution and Laws of the State of Washington, and all local ordinances, and that I will faithfully and impartially perform and discharge the duties of the office of Council Position #3, City of Orting in and for Pierce County, Washington, according to law and to the best of my ability, so help me God.

Don Tracy

Subscribed and sworn to before me this 8th day of December 2021.

Joshua Penner, Mayor

Charlotte Archer, City Attorney

VOUCHER/WARRANT REGISTER
FOR December 8, 2021 COUNCIL
CLAIMS/PAYROLL VOUCHER APPROVAL

CITY OF ORTING

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

DECEMBER 1st COUNCIL

CLAIMS WARRANTS #50566 THRU #50616
IN THE AMOUNT OF \$ 432,869.81
MASTERCARD EFT \$ 0

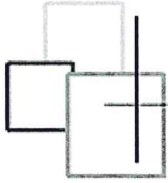
PAYROLL WARRANTS #23831 THRU #23836 = \$41,497.73
EFT \$ 187,171.23
IN THE AMOUNT OF \$ 228,668.96
Carry Over \$ 2,687.72

ARE APPROVED FOR PAYMENT ON DECEMBER 8, 2021

COUNCILPERSON _____

COUNCILPERSON _____

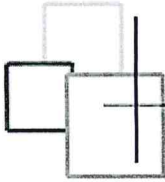
CITY CLERK _____



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2021 - December 2021 - 1st Council-12/8/2021

Fund Number	Description	Amount
001	Current Expense	\$30,699.61
101	City Streets	\$439.48
104	Cemetery	\$204.58
105	Parks Department	\$216,954.90
320	Transportation Impact	\$36,095.27
401	Water	\$59,700.26
408	Wastewater	\$86,725.45
410	Stormwater	\$2,050.26
	Count: 8	\$432,869.81

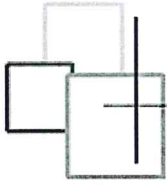


Register

Fiscal: 2021
 Deposit Period: 2021 - December 2021
 Check Period: 2021 - December 2021 - 1st Council-12/8/2021

Number	Name	Print Date	Clearing Date	Amount
Key Bank	2000073			
Check				
<u>50566</u>	Thomas E. Wiles III & Amanda Wiles	11/29/2021		\$36,095.27
<u>50567</u>	A-1 Landscaping and Construction INC	12/8/2021		\$215,483.46
<u>50568</u>	Agfalvi, Kim	12/8/2021		\$145.09
<u>50569</u>	Arrow Lumber	12/8/2021		\$347.53
<u>50570</u>	Associated Petroleum Products INC	12/8/2021		\$1,562.59
<u>50571</u>	AT&T Mobilty	12/8/2021		\$3,832.11
<u>50572</u>	Automatic Wilbert Vault	12/8/2021		\$204.58
<u>50573</u>	Barfield, Mark	12/8/2021		\$144.12
<u>50574</u>	Bay Valve Service, LLC	12/8/2021		\$75,466.83
<u>50575</u>	Big J'S Outdoor Store	12/8/2021		\$187.06
<u>50576</u>	BlueTarp Credit Services	12/8/2021		\$454.64
<u>50577</u>	Business Solutions Center	12/8/2021		\$388.34
<u>50578</u>	Centurylink	12/8/2021		\$1,440.66
<u>50579</u>	CenturyLink/Qwest	12/8/2021		\$847.52
<u>50580</u>	Core & Main LP	12/8/2021		\$9,993.29
<u>50581</u>	Culligan Seattle WA	12/8/2021		\$51.48
<u>50582</u>	Curry & Williams, P.I.L.c	12/8/2021		\$2,080.09
<u>50583</u>	Curtis Blue Line	12/8/2021		\$2,193.58
<u>50584</u>	Dirty Deeds LLC	12/8/2021		\$37,486.80
<u>50585</u>	Drain-Pro INC	12/8/2021		\$103.93
<u>50586</u>	Elder, Jacob	12/8/2021		\$79.00
<u>50587</u>	Froehling Hendricks PLLC	12/8/2021		\$150.00
<u>50588</u>	Grainger	12/8/2021		\$914.08
<u>50589</u>	Hach Company	12/8/2021		\$90.82
<u>50590</u>	Harrington's Janitorial	12/8/2021		\$411.00
<u>50591</u>	Industrial Software Solutions	12/8/2021		\$5,612.22
<u>50592</u>	Intercom Language Services	12/8/2021		\$130.00
<u>50593</u>	Jan-Pro Cleaning Systems Of Puget Sound	12/8/2021		\$547.00
<u>50594</u>	Jennings Equipment Inc	12/8/2021		\$439.99
<u>50595</u>	Korum Automotive Group	12/8/2021		\$2,937.64
<u>50596</u>	Kyocera Document Solutions Wes	12/8/2021		\$413.54
<u>50597</u>	Larson, Scott	12/8/2021		\$142.27
<u>50598</u>	Law Offices of Matthew J Rusnak	12/8/2021		\$2,070.25
<u>50599</u>	Murphy-Brown, Mary	12/8/2021		\$805.00
<u>50600</u>	Opportunity Center Of Orting	12/8/2021		\$750.00
<u>50601</u>	Orca Pacific, Inc	12/8/2021		\$1,500.20

Number	Name	Print Date	Clearing Date	Amount
<u>50602</u>	Orting Historical Society	12/8/2021		\$15,000.00
<u>50603</u>	Orting Valley Senior Cent	12/8/2021		\$1,666.66
<u>50604</u>	Pcrd (landfill)	12/8/2021		\$2,074.16
<u>50605</u>	PNWA-AWWA	12/8/2021		\$250.00
<u>50606</u>	Puget Sound Energy	12/8/2021		\$517.79
<u>50607</u>	PumpTech, LLC	12/8/2021		\$4,475.56
<u>50608</u>	R.A.D Systems	12/8/2021		\$250.00
<u>50609</u>	Recovery Cafe	12/8/2021		\$833.33
<u>50610</u>	Schwab, Erica	12/8/2021		\$300.00
<u>50611</u>	SHRED-IT, C/O Stericycle INC	12/8/2021		\$197.19
<u>50612</u>	Sumner Lawn'n Saw	12/8/2021		\$108.89
<u>50613</u>	UniFirst Corporation	12/8/2021		\$664.94
<u>50614</u>	UniFirst First Aid + Safety	12/8/2021		\$190.91
<u>50615</u>	Valley Sign	12/8/2021		\$656.40
<u>50616</u>	Water Management Lab Inc.	12/8/2021		\$182.00
		Total	Check	\$432,869.81
		Total	2000073	\$432,869.81
		Grand Total		\$432,869.81



Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
A-1 Landscaping and Construction INC	50567	Graztzer Park-Phase 2 -Pay Request #2	105-594-76-63-15	Graztzer Park-Phase 2 -Pay Request #2	\$215,483.46
				Total	\$215,483.46
Agfalvi, Kim	50568	DEC2021-202	105-576-80-31-04	Chirstmas Decoration for City Hall	\$145.09
				Total	\$145.09
Arrow Lumber	50569	600186-DEC2021	001-514-21-48-01	Padlock-FA5065	\$13.32
			001-521-50-48-06	Hillman Fasteners-PD WO6933	\$30.46
			105-576-80-31-04	Zip Ties-Christmas Lights-WO6899	\$68.65
			105-576-80-48-02	Replacement Chain on FA1088	\$28.60
			105-576-80-48-03	Plug Body-Christmas Lights-WO6899	\$3.48
			105-576-80-48-03	Asapter-Christmas Lights-WO6899	\$4.58
			105-576-80-48-03	Microfiber Cloth	\$12.46
			105-576-80-48-03	Axis-WO6925	\$12.79
			105-576-80-48-03	Caulk-Hillman Fasteners-Bell Tower-WO6925	\$14.78
			105-576-80-48-03	Zip Ties-Christmas Lights-WO6899	\$19.67
			105-576-80-48-03	Electrical Tape-Zip Ties-Christmas Lights-WO6899	\$20.32
			105-576-80-48-03	Caulk-Glass Cleaner-Hillman Fasteners	\$36.78
			401-534-50-48-02	Brass Nipple-Bronze Tee-Tape-Well 1 WO6662	\$21.84
			401-534-50-48-03	Gorrilla Mounting Tape-7048	\$7.65
			401-594-34-63-55	Weed Barrier-Harman Tank Demo-PW2021-06	\$50.30
			410-531-38-31-00	Key	\$1.85
				Total	\$347.53
Associated Petroleum Products INC	50570	406263R-DM	101-542-30-32-00	Fuel	\$156.26
			401-534-80-32-00	Fuel	\$625.03
			408-535-80-32-00	Fuel	\$625.03

Vendor	Number	Invoice	Account Number	Notes	Amount
Associated Petroleum Products INC	50570	406263R-DM	410-531-38-32-01	Fuel	\$156.27
				Total	\$1,562.59
AT&T Mobilty	50571	287300949706X11042021	001-512-50-42-00	Court-Cell Phones & Data	\$45.59
			001-521-50-42-00	PD-Cell Phones & Data	\$1,042.71
		287309454338X11042021	001-514-23-42-00	City Cell Phones	\$203.91
			001-524-20-42-00	Building Cell Phones	\$45.59
			401-534-10-42-01	Public Works Cell Phones	\$1,247.16
			408-535-10-42-01	Public Works Cell Phones	\$1,247.15
				Total	\$3,832.11
Automatic Wilbert Vault	50572	75406	104-536-20-34-00	Liner for Vine Service	\$204.58
				Total	\$204.58
Barfield, Mark	50573	Barfield-21111978625650	401-534-90-49-00	Wastewater Cert Renewal	\$72.06
			408-535-90-49-00	Waterworks Cert Renewal	\$72.06
				Total	\$144.12
Bay Valve Service, LLC	50574	93690	408-535-50-48-02	Dezurik Eccentric Plug Valve-Valve & Gearbox & Install	\$75,466.83
				Total	\$75,466.83
Big J'S Outdoor Store	50575	DEC2021-204	101-542-30-31-00	Rain Jacket-Nale	\$31.17
			101-542-30-31-00	Rain Jacket-Bingham	\$31.18
			105-576-80-31-00	Rain Jacket-Bingham	\$31.17
			105-576-80-31-00	Rain Jacket-Nale	\$31.18
			410-531-38-31-00	Rain Jacket-Bingham	\$31.18
			410-531-38-31-00	Rain Jacket-Nale	\$31.18
				Total	\$187.06
BlueTarp Credit Services	50576	A48854/5	401-534-50-48-01	Well 3 Compresspt Repair WO6963-Stock Water Parts	\$62.03
		C28592/3	101-542-30-35-00	Groove Joint Pliers-Ditching Shovel	\$21.88
			105-576-80-35-00	Groove Joint Pliers-Ditching Shovel	\$21.87
			410-531-38-35-00	Groove Joint Pliers-Ditching Shovel	\$21.87
		C33264/3	401-534-50-48-04	Well 3 Compressor Parts WO6963	\$7.99
			401-534-50-48-06	Screw Nut Driver-FA1051	\$49.16

Vendor	Number	Invoice	Account Number	Notes	Amount	
BlueTarp Credit Services	50576	C37313/3	105-576-80-48-00	Paint & Roller-Removal of Graffiti-WO6985	\$25.23	
		C38005/3	105-576-80-31-00	Paint & Roller-Removal of Graffiti-WO6985	\$18.87	
		C41227/3	401-534-50-48-04	Iron Sump Pump-Wingate Pump	\$225.74	
				Total	\$454.64	
Business Solutions Center	50577	110646	001-521-20-31-03	Whiteboard with Business Information	\$273.50	
		110720	001-514-23-31-02	Business Cards-Punzalan	\$6.56	
	001-521-20-31-03		Business Cards-Punzalan	\$6.56		
	001-571-20-31-01		Business Cards-Algiere	\$32.81		
	401-534-10-31-00		Business Cards-Punzalan	\$6.56		
	408-535-10-31-00		Business Cards-Punzalan	\$6.56		
	408-535-10-31-00		Business Cards-Daskam	\$32.81		
	410-531-38-31-00		Business Cards-Punzalan	\$6.57		
	110746		001-511-60-31-01	Name Plates for Council	\$16.41	
			Total	\$388.34		
Centurylink	50578	300549640-DEC2021	408-535-10-42-01	Sewer Phones	\$44.18	
			300549818-DEC2021	001-514-23-42-00	City Phones	\$330.65
				401-534-10-42-01	City Phones	\$311.33
				408-535-10-42-01	City Phones	\$353.16
				410-531-38-42-01	City Phones	\$68.50
		300549906-DEC2021	401-534-10-42-01	Harman Springs	\$66.25	
		300550216-DEC2021	408-535-10-42-01	Sewer Phones	\$195.64	
		409178327-DEC2021	001-521-50-42-00	PD Repeater	\$70.95	
				Total	\$1,440.66	
		CenturyLink/Qwest	50579	464B-DEC2021	001-521-20-45-02	Cell Connection
492B-DEC2021	001-521-20-45-02			Cell Connection	\$353.80	
				Total	\$847.52	
Core & Main LP	50580	P850993	401-534-50-48-02	Pump & Descaler-Pump Strainer-Discharge Hose	\$84.25	
		P906702	401-534-50-48-01	Enhanced Meters-Antenna Assembly	\$6,000.00	
			401-534-50-48-02	Enhanced Meters-Antenna Assembly	\$109.04	
			401-594-34-63-09	Enhanced Meters-Antenna Assembly	\$3,800.00	
				Total	\$9,993.29	
Culligan Seattle WA	50581	268348-NOV2021	001-521-20-31-03	Water for Police	\$51.48	
				Total	\$51.48	

Vendor	Number	Invoice	Account Number	Notes	Amount
Curry & Williams, P.I.I.c	50582	Court Judge-Novemer 2021	001-512-50-10-02	Court Judge- Novemer 2021	\$2,080.09
				Total	\$2,080.09
Curtis Blue Line	50583	684166	001-521-20-31-01	Uniform Items- Kenyon	\$286.79
		684271	001-521-20-31-01	Uniform Items- Kenyon	\$1,906.79
				Total	\$2,193.58
Dirty Deeds LLC	50584	000177	401-594-34-63-55	Harman Springs Tank Demolition	\$37,486.80
				Total	\$37,486.80
Drain-Pro INC	50585	90915	408-535-60-48-04	Honey Bucket Service-Skate Park	\$103.93
				Total	\$103.93
Elder, Jacob	50586	DEC2021-205	408-535-90-49-00	Flaggers Training	\$79.00
				Total	\$79.00
Froehling Hendricks PLLC	50587	10974	001-558-60-41-02	Nixon Hearing	\$150.00
				Total	\$150.00
Grainger	50588	9121442447	401-534-50-48-04	Solenoid Valve With Manual Operator	\$424.71
		9122756332	401-534-50-48-04	Pressure Switch	\$28.74
		9122756340	401-534-50-48-06	Handheld Flashlight	\$20.78
		9122756357	401-534-50-48-06	Inspection Light- Handheld Flashlight	\$55.51
		9124313892	401-534-50-48-04	Flashlight-Cordless Vac-Battery	\$384.34
				Total	\$914.08
Hach Company	50589	12758234	408-535-10-31-04	Chemical Purchase	\$90.82
				Total	\$90.82
Harrington's Janitorial	50590	3903-DEC2021	401-534-10-41-43	Janitorial-City Shop-Rocky RD	\$137.00
			408-535-10-41-44	Janitorial-City Shop-Rocky RD	\$137.00
			410-531-31-41-04	Janitorial-City Shop-Rocky RD	\$137.00
				Total	\$411.00
Industrial Software Solutions	50591	SIN008049	401-534-20-41-17	Renewal for SCADA Alarm-2022	\$2,806.11
			408-535-10-41-06	Renewal for SCADA Alarm-2022	\$2,806.11
				Total	\$5,612.22

Vendor	Number	Invoice	Account Number	Notes	Amount
Intercom Language Services	50592	21-570	001-512-50-49-05	Court Appointed Interpreter-! A0639256-Valdes	\$130.00
				Total	\$130.00
Jan-Pro Cleaning Systems Of Puget Sound	50593	21-28147	001-512-50-41-08	Janitorial Service-City Hall	\$38.29
			001-514-21-41-01	Janitorial Service-City Hall	\$98.46
			001-521-50-41-04	Janitorial Service-City Hall	\$164.10
			001-524-20-49-02	Janitorial Service-City Hall	\$16.41
			101-542-30-44-01	Janitorial Service-City Hall	\$21.88
			401-534-10-41-43	Janitorial Service-City Hall	\$65.64
			408-535-10-41-44	Janitorial Service-City Hall	\$76.58
			410-531-31-41-04	Janitorial Service-City Hall	\$65.64
				Total	\$547.00
Jennings Equipment Inc	50594	96310P	101-542-30-48-04	Hand Held Blower	\$146.67
			105-576-80-48-01	Hand Held Blower	\$146.66
			410-531-38-48-01	Hand Held Blower	\$146.66
				Total	\$439.99
Korum Automotive Group	50595	1387238-DEC2021	001-521-50-48-02	Maintenance Check-2018 INterceptor-4448	\$81.68
			001-521-50-48-02	Brake Maintenance-2020 Ford Escape-83352	\$111.23
			401-534-50-48-06	2013 F-150 Repaired Timing Cover Gasket-FA1064	\$2,744.73
				Total	\$2,937.64
Kyocera Document Solutions Wes	50596	5017664921	105-576-80-41-15	Public Works Copier Lease	\$62.03
			401-534-10-42-03	Public Works Copier Lease	\$206.77
			408-535-10-42-03	Public Works Copier Lease	\$82.71
			410-531-10-42-03	Public Works Copier Lease	\$62.03
				Total	\$413.54
Larson, Scott	50597	DEC2021-201	001-512-50-49-03	Meal for Leadership Training	\$17.78
			001-513-10-49-00	Meal for Leadership Training	\$17.78
			001-514-40-41-19	Meal for Leadership Training	\$17.79
			001-514-40-41-49	Meal for Leadership Training	\$17.79

Vendor	Number	Invoice	Account Number	Notes	Amount
Larson, Scott	50597	DEC2021-201	001-521-40-49-00	Meal for Leadership Training	\$17.78
			401-534-90-49-00	Meal for Leadership Training	\$17.78
			408-535-90-49-00	Meal for Leadership Training	\$17.78
			410-531-31-40-06	Meal for Leadership Training	\$17.79
			Total	\$142.27	
Law Offices of Matthew J Rusnak	50598	380-NOV 2021	001-512-50-49-01	Court Appointed Attorney-November 2021	\$2,070.25
			Total	\$2,070.25	
Murphy-Brown, Mary	50599	Dance-NOV2021	001-571-20-31-21	Dance Class 11/1/2021 - 11/29/2021	\$805.00
			Total	\$805.00	
Opportunity Center Of Orting	50600	3745-DEC2021	001-571-20-31-14	Orting Opportunity Center Grant-DEC2021	\$750.00
			Total	\$750.00	
Orca Pacific, Inc	50601	053197	401-534-10-31-01	Sodium Hypochlorite	\$1,500.20
			Total	\$1,500.20	
Orting Historical Society	50602	1-City Hall Clocks	001-511-60-31-03	Grant for the Installation of 2-Clocks in City Hall Tower	\$15,000.00
			Total	\$15,000.00	
Orting Valley Senior Cent	50603	1010-NOV2021	001-571-20-31-06	Monthly Support-NOV2021	\$833.33
		1011-DEC2021	001-571-20-31-06	Monthly Support-DEC2021	\$833.33
		Total	\$1,666.66		
Pcrd (landfill)	50604	35900	101-542-30-48-06	Dump Fees	\$30.44
			105-576-80-48-05	Dump Fees	\$740.00
			410-531-38-48-05	Dump Fees	\$1,303.72
			Total	\$2,074.16	
PNWA-AWWA	50605	4110-WWUC - 2022 Dues	401-534-50-49-02	AWWA Membership Dues	\$250.00
			Total	\$250.00	
Puget Sound Energy	50606	200021064239-DEC2021	401-534-50-47-05	Wingate Pump	\$474.06
		200021119249-DEC2021	401-534-50-47-02	Chlorinator	\$43.73
		Total	\$517.79		
PumpTech, LLC	50607	0175988-IN	408-535-50-48-02	Seal-Impler Repair Kit-WWTP	\$4,475.56
			Total	\$4,475.56	

Vendor	Number	Invoice	Account Number	Notes	Amount
R.A.D Systems	50608	22RCT 1387	001-521-40-49-00	R.A.D License Renewal-Gard	\$175.00
		22RCT 385	001-521-40-49-00	R.A.D Instructor Certification-Boone	\$75.00
				Total	\$250.00
Recovery Cafe	50609	CITY-012	001-571-20-31-39	Grant Recovery Cafe-DEC2021	\$833.33
				Total	\$833.33
Schwab, Erica	50610	111	001-521-10-10-04	Civil Service- Consultant- NOV2021	\$300.00
				Total	\$300.00
SHRED-IT, C/O Stericycle INC	50611	8000407049	001-514-23-31-02	City Hall Shredding	\$197.19
				Total	\$197.19
Sumner Lawn'n Saw	50612	86363	105-576-80-48-01		\$27.23
			408-535-50-48-04		\$81.66
					Total
Thomas E. Wiles III & Amanda Wiles	50566	DEC2021-200	320-595-20-60-01	Whitehawk Boulevard Extension Right of Away Displacement	\$36,095.27
				Total	\$36,095.27
UniFirst Corporation	50613	330 1802165	408-535-10-31-03	Uniform Item- Protective Services	\$201.84
		330 1804377	408-535-10-31-03		\$216.54
		330 1806617	408-535-10-31-03	Uniform Item- Protective Services	\$246.56
				Total	\$664.94
UniFirst First Aid + Safety	50614	A426446	401-534-10-31-04	Refill First Aid Station	\$124.97
			408-535-10-31-05	Refill First Aid Station	\$65.94
				Total	\$190.91
Valley Sign	50615	3081-Banner Home for the Holidays	001-571-20-44-00	Banner Home for the Holidays	\$656.40
				Total	\$656.40
Water Management Lab Inc.	50616	198627	401-534-10-41-03	Lab Testing	\$182.00
					Total
Grand Total					\$432,869.81

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
Regular Business Meeting
Study Session Meeting Minutes
Virtual Meeting via Zoom
November 17th, 2021
6:00 p.m.

Mayor Penner, Chair
Deputy Mayor Hogan, Chair

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

Mayor Penner called the meeting to order at 6:00pm. Councilmember Bradshaw led the pledge of allegiance, and then roll call was taken.

Councilmembers present: Councilmembers John Williams, John Kelly, Scott Drennen, Gregg Bradshaw, Tod Gunther, and Deputy Mayor Hogan. Absent: Councilmember Tony Belot.

Staff present: City Administrator Scott Larson, Finance Director Gretchen Russo, City Engineer Maryanne Zukowski, City Clerk Kim Agfalvi, City Attorney Charlotte Archer, Parametrix Consulting Engineer JC Hungerford, City Planner Emily Adams, Chief Chris Gard.

Mayor Penner read the following announcements:

The City Council, Staff, and the public are attending this meeting virtually, pursuant to Governor Inslee's Order 20-28 dated March 24, 2020. The public may attend via the platform Zoom by clicking the link for zoom on the City of Orting website, by telephone by dialing 1.253.215.8782, Meeting ID 989 4624 1785, passcode 178342. If you log in at zoom.com you will need to enter the meeting ID 989 4624 1785, the passcode 178342, and your name.

Councilmember Kelly made a motion to excuse Councilmember Belot and Deputy Mayor Hogan. Seconded by Councilmember Gunther.

Motion passed (5-0).

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

City Attorney Charlotte Archer requested that agenda item eleven, executive session, be moved to before item seven- ten-minute recess.

Councilmember Kelly made a motion to move agenda item eleven, executive session to before item 7, ten-minute recess. Seconded by Councilmember Gunther.

Motion passed (5-0).

2. Public Comments - Comments may be sent to the City Clerk at clerk@cityoforting.org by 3pm on November 17th, 2021, and will be entered into the record at the meeting. Attendees may provide public comment at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. Written comments that come in after the 3pm deadline will be read in to the record at the next Council meeting.

Americans with Disabilities Act – reasonable accommodations provided upon request (360) 893-2219
Next Regular Meeting: December 8th, 2021, 7:00pm

3. PUBLIC HEARING

Mayor Penner laid out the rules and procedural steps for the hearing.

A. AB21-90 – 2022 Draft Budget.

Mayor Penner opened the public hearing at 6:16pm.

Finance Director Gretchen Russo briefed on the 2022 draft budget, and requested guidance on the staffing request for Public Works. The Public Works Department asked for 4 new full-time employees for 2022.

Mayor Penner opened the hearing for public comments. No comments were made.

Mayor Penner asked the Council if they had any comments. No comments were made.

Mayor Penner closed the public hearing at 6:19pm.

B. AB21-93 – 2022 Capital Projects.

Mayor Penner opened the public hearing at 6:19pm.

City Engineer Maryanne Zukowski briefed on the budget portion of the Capital Improvements Plan. She briefed on the transportation improvement projects to include Whitehawk Boulevard Design, the Kansas Street Reconstruction Design, and the Emergency Evacuation Bridge. She briefed on the ADA access plan, and the on-going CIP budget for the stormwater system and water system. City Engineer Maryanne Zukowski also briefed on the Parks and Facilities Capital Improvement Plan.

Mayor Penner opened the hearing for public comments. No comments were made.

Mayor Penner asked the Council if they had any comments.

Councilmember Gunther thanked City Engineer Maryanne Zukowski for her presentation and for including pictures.

Councilmember Kelly stated he is on board for the transportation plan, but not for the bypass. He does not want to have trucks go down Kansas Street, as it is a residential zone. He stated he would like to see that taken out of the plan.

Councilmember Drennan thanked City Engineer Maryanne Zukowski for the presentation, and emphasized the chlorination system, as it gives the City resiliency most cities do not have.

Mayor Penner closed the hearing at 6:32pm.

C. AB21-96 – Transportation Improvement Plan.

Mayor Penner opened the hearing for the Transportation Improvement Plan (TIP) at 6:32pm.

City Engineer Maryanne Zukowski stated the Transportation Improvement Plan is being presented for a first reading and that it is a very important mechanism tied to land use decisions and fees and calculations to the growth management act. She stated the TIP is the mechanism for all grant requests.

City Engineer Maryanne Zukowski stated this is an annual program that typically happens by July 1st of each year. She stated it is programmed for six years, and they are programmed into the Pierce County Regional Council Transportation Program, to be incorporated into the state Transportation Improvement Program.

Mayor Penner opened the hearing to public comments. No comments were made.

Councilmember Drennen asked for clarification on the name of Whitehawk Boulevard Extension versus Southwest Corridor Connector. It was changed because there are two federal aid names associated with the projects.

Councilmember Kelly asked about whether Whitehawk Boulevard has been labeled as a truck route. City Engineer Maryanne Zukowski stated it is listed in the documents as a future truck route. He asked if there had been any public hearings or public notices on the proposed change flow of traffic, as Kansas is a residential street. He stated the citizens being affected by this need to receive notice of the plan, and that there is the opportunity for public input. City Engineer Maryanne Zukowski stated there will be a heavy public involvement campaign to inform and engage the public.

Council discussion followed.

Mayor Penner closed the hearing at 6:47pm.

4. CLOSED RECORD DECISION.

AB21-89 – Landscape Code Amendments.

City Planner Emily Adams briefed the amendments which would require citizens to select street trees off a pre-approved list on file with the City and approved by the Public Works director. It would also allow the City to modify the list administratively as necessary to easily keep it up to date. It also includes code revisions for clarification purposes regarding landscaping for residential developments.

Councilmember Drennan asked about whether the Planning Commission might be a better body for approval for landscaping decisions instead of the Public Works Director. He also asked about a permitting process for the trees, as most citizens would not know to ask the City for a pre-approved list of trees to plant. City Planner Emily Adams stated the Public Works director has the technical knowledge on whether the trees being planted will have impacts to sidewalks or other structures. It gives the Public Works Director discretions to require other trees that will be more beneficial. She stated we do not have a tree permit process at this time.

Councilmember Kelly asked about verbiage in Section C. Council discussion followed.

Mayor Penner asked for suggestions on language, and asked for clarification on the verbiage in question. Verbiage was amended to: Section C. A combination of trees or shrubs and fencing. If fencing is utilized vegetation screening is required along 50% of the fencing on each lot line. If fencing and vegetation is selected for a lot line abutting a right-of-way vegetation must be planted on the exterior of the fence.

Councilmember Kelly made a motion to adopt Ordinance No. 2021-1087, an ordinance of the City of Orting, Washington, relating to landscaping and street trees; amending Orting Municipal Code section 13-5-2; providing for severability; and establishing an effective date. (as amended and submitted to this clerk). Seconded by Deputy Mayor Hogan.

Motion passed (4-2).

CM Kelly, Williams, Bradshaw, Hogan – Yay. CM Gunther and Drennan - Nay

5. CONSENT AGENDA- (Any request for items to be pulled for discussion?).

- A. Regular Meeting Minutes of October 20th, 2021 and October 27th, 2021**
- B. Payroll Claims and Warrants.**

Deputy Mayor Hogan made a motion to approve consent agenda as prepared. Seconded by Councilmember Williams.

Motion passed (6-0).

6. AGENDA ITEMS.

A. AB 21-80 – Fee Schedule.

Scott Larson & Gretchen Russo

City Administrator Larson briefed on the fee schedule. He stated staff has worked with the CGA committee the past couple months to prepare an updated fee schedule, and changes are redlined in the packet. He stated fees were added for in-house engineering review, eliminated the re-roof and commercial fence fees, and the park impact fee was recalculated, and the penalty for a cut lock on a water meter was increased from \$35.00 to \$100.00.

Councilmember Kelly asked that mechanical and plumbing fees remain at \$75.00 while they are being reviewed. City Administrator Larson stated that these fees are on pages 81 and 82 of the Council packet posted online, for clarification purposes.

Deputy Mayor Hogan made a motion to approve Resolution No. 2021-14, a resolution of the City of Orting, Washington; adopting a fee schedule for 2021; and establishing an effective date. Seconded by Councilmember Williams.

No Council discussion followed on the motion.

Councilmember Kelly made an amendment to the motion, to exclude mechanical and plumbing permit fees to leave them the same as they are today, not as presented in the exhibit. Seconded by Deputy Mayor Hogan.

No discussion followed on the amended motion.

Mayor Penner asked for a vote to amend the original motion, to keep the fees for mechanical and plumbing permit fees the same as they are today, and not as presented in the exhibit.

Motion passed (6-0).

Mayor Penner asked for a vote to approve Resolution No. 2021-14, a resolution of the City of Orting, Washington, adopting a fee schedule for 2021, excluding the changes to the mechanical and plumbing permit fees; and establishing an effective date.

Motion passed (6-0).

B. AB21-38 – Jones Levee Resolution

Scott Larson and JC Hungerford

City Administrator Larson briefed that preliminary findings for the Puyallup River Setback Levee Feasibility study, and that mailed notices have been sent to homeowners in the affected areas. He stated City Engineer Maryanne Zukowski, Engineer JC Hungerford, and City Administrator Scott Larson had drafted a letter and a resolution in response to the study findings.

Engineer JC Hungerford briefed that this is a follow up to the resolution passed in March of 2021 that goes into more depth. He stated one of the primary concerns is the upstream terminus of the project and where it ends. He stated that there are major concerns as geotechnical evaluations have not been done on the upstream terminus. He also stated we do not have a good understanding of what the existing levee is made of and that he is concerned about the river circumventing the new levee, or coming underneath it, and bringing flood waters into Orting.

Council discussion followed.

Councilmember Bradshaw made a motion to adopt Resolution No. 2021-18, a resolution of the City of Orting, Washington, adopting Jones Setback Levee project feasibility comments for transmittal to Pierce County, Washington. Seconded by Deputy Mayor Hogan.

Motion passed (5-1).

CM Kelly, Williams, Bradshaw, Hogan, Drennan -Yay, CM Gunther – Nay

C. AB21-91 – Property Tax Levy

Gretchen Russo

Finance Director Gretchen Russo stated that Resolution 2021-13 will raise the property tax cap by \$26,373.95 to \$1,373,837.68, which is an increase of less than two percent over the prior years levy of \$1,336,485.08. She stated staff is recommending approval of the resolution requesting the highest lawful levy.

Councilmember Kelly made a motion to approve Resolution No. 2021-13, a resolution of the City of Orting, Washington, requesting the highest lawful levy. Seconded by Deputy Mayor Hogan.

Motion passed (4-2).

CM Kelly, Bradshaw, Hogan, Drennen –Yay. CM Gunther, Williams – Nay

7. EXECUTIVE SESSION.

City Attorney Charlotte Archer stated that Council will enter executive session pursuant to RCW 42.30.110 (1) (i) to discuss with legal counsel representing the agency litigation or legal risks of a proposed action or a current practice the agency has identified when public discussion is likely to result in adverse legal or financial action or consequences for ten minutes with action to follow.

Executive session started at 7:46pm.

7:56pm extended for 5 minutes.

8:01pm extended for 5 minutes.

8:06pm extended for 5 minutes.

8:11pm executive session ended the meeting returned to regular session.

Councilmember Bradshaw made a motion to authorize the Mayor to commence litigation for code violations against the property owners and occupants of real property located at 311 Calistoga St. East. Seconded by Councilmember Drennen.

Motion passed (6-0).

Mayor Penner called for a ten-minute recess at 8:19pm.

8. RECESS – Ten Minutes.

Meeting resumed at 8:29pm.

9. COMMITTEE REPORTS.

A. Public Works

CM Drennan & CM Bradshaw

Nothing to report.

B. Public Safety

CM Belot & CM Gunther

Nothing to report.

C. Community and Government Affairs

CM Kelly & CM Williams

Nothing to report.

10. STAFF REPORTS.

Police:

City Administrator Scott Larson briefed on:

- Successful Halloween Trunk or Treat with 1000 kids that came through.
- New lateral hire.
- Lists of entry levels and working on additional lateral hire list being worked on.

City Clerk Kim Agfalvi:

- Nothing to report.

Activities and Events Coordinator:

- City Clerk Kim Agfalvi briefed on the Home for the Holidays event.
- City Clerk Kim Agfalvi briefed on new hire Michell Alfieri as Activities and Events Coordinator.

Public Works:

- Gratzer Park is complete and grass is coming up.
- 18in valve is in at the WRRRC.
- Harmon Tank has been demolished.
- Christmas lights are going up.
- Staff has been repairing water services where needed.
- Update on main City sign and bathroom vandalism. Sign was spray painted blue. Staff was able to get off the paint without damage to the sign.
- Looking to purchase cameras.

Parametrix Consulting Engineer JC Hungerford:

- Gratzer Park is complete. Waiting for grass to install goal posts for football field.
- Lift station projects going well, and are shutting down until there is nicer weather.
- Well one has few punch list items and will be started next Monday.

City Planner Emily Adams:

- Parks Plan will be at study session in January.

Finance Director Gretchen Russo:

- No report.

City Administrator Scott Larson:

- City Administrator Larson stated that Council committees do not typically meet in December and wanted direction for what Council would like to do. Public Works Committee stated they do not need to meet and Public Safety stated they would like to cancel their December meeting. CGA Committee stated they would like to meet on 1st Thursday of December as per usual. City Administrator Larson stated that urgent action items could be moved to Council meeting on December 8, 2021.
- Mayor Penner and City Administrator Larson have engaged consultant to help management team with mission values. Meetings will happen on November 18th and 19th, 2021.

11. STUDY SESSION AGENDA ITEMS.

A. AB21-25 – Parks Plan Update.

City Planner Emily Adams briefed on the level of service plan and stated she was looking for Council input on the Capital Improvement Project list. The level of service is also proposed to be revised as part of the parks plan update to better fit with the City's circumstances and community desires. She stated this is based on national and local benchmarks as well as staff and community input. The City has limited space for additional parks, so having metrics focus on facilities instead of acreage is more appropriate. She stated level of service standards will break out each facility into specific categories.

City Planner Emily Adams briefed that the Capital Improvements Program (CIP) is the priority projects list for the next six years (life of the plan) related to parks. It will enable the City to apply for grant money from the Recreation Conservation Project. She stated she inputted the CIP information into a table for prioritizing.

Council discussion followed.

Action: No action. Informational purposes only.

B. AB21-92 – Columbarium Purchase.

Finance Director Gretchen Russo briefed on the purchase of two columbaria. Total niches would be 96. We would only need to purchase the columbaria, and Public Works will install them for a cost not to exceed \$20,000.00 and money would be from the sale of property. City Administrator Larson added the funds we are proposing to be used would be funds in the cemetery fund regularly restricted funds. We would also use these same funds for irrigation, and there should be enough funds left to do a substantial amount of irrigation.

Action: Move to council meeting on November 23, 2021 as a consent agenda item.

C. AB21- 94 – General Facility Charges 2022.

City Administrator Larson briefed on general facility charges and that the City had not updated them since 2018. The proposed rate increase over the 2018 rate is 8%. This proposed rate increase is a modest increase compared to the Construction Materials Price Index which had increased prices by 41% over the same period of time. These fees will go into effect January 2022. Council asked for clarification on whether the word “surcharge” is the correct term. City Administrator Larson stated staff will change description on the word surcharge and clean up other language issues.

Action: Move to regular meeting on November 23, 2021 as standalone item.

D. AB21-95 – Animal Control Services Contract.

City Administrator Larson briefed on the Animal Control Services contract and stated he wanted to advise Council of the contract. He stated staff will continue to recommend these services be provided by an outside agency that has the skills and training to complete this work. City Administrator Larson stated other options would be to try to contract with Metro Animal Services or have it done in house but reiterated that City staff does not have the training to provide this service.

Action: Review only

E. AB 21-05 – South Correctional Entity-Inmate Housing (SCORE) Contract Amendment.

City Administrator Larson briefed on the South Correctional Entity-Inmate Housing SCORE contract, and stated that this contract is for detention facilities that we use when people are arrested. He briefed that they are increasing their regular service rate by 3% and implementing a \$35 booking fee.

Action: Move to regular meeting on November 23, 2021 as consent agenda item.

F. AB21-53 – Storage of the Daffodil Float.

City Administrator Larson briefed on the storage of the daffodil float. He briefed that staff had drafted a lease agreement of the City old shop at the end of Calistoga next to the power substation for storage of the daffodil float. This would be non-exclusive storage, and the tenant would need to make improvements to the facility as needed. The proposed rate is \$1.00 per year, on an annual agreement automatically renewing on Jan 1 2023.

Councilmember Kelly stated he would like the City to waive permit fees for the remodeling of the facility. City Administrator Larson stated it would be best to increase their grant amount to cover fees.

Action: Move to consent regular meeting on November 23, 2021 as consent agenda item.

G. AB21-87 – Swing Set Purchase.

City Clerk Kim Agfalvi briefed that Parks Advisory Board had no recommendation for placement of new swing sets.

Action: No action needed. Item will be tabled.

H. AB21-97 – Purchasing Policy

Finance Director Gretchen Russo briefed on the City purchasing policy and she verified the purchasing thresholds vs. state laws for purchasing items. She recommended we match the purchasing levels to current state laws for a city of our size. She stated this policy will allow more detail and allow staff to effectively manage the day to day purchases a City makes.

Action: Move to regular meeting on November 23, 2021 as standalone item.

12. ADJOURNMENT.

Councilmember Kelly made a motion to adjourn. Councilmember Bradshaw seconded. Motion passed (6-0).

Deputy Mayor Hogan recessed the meeting at 9:43pm.

ATTEST:

Kimberly Agfalvi, City Clerk

Joshua Penner, Mayor

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
Regular Business Meeting Minutes
Virtual – Zoom meeting
November 23rd, 2021
7:00 p.m.

Mayor Joshua Penner, Chair

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

Mayor Penner called the meeting to order at 7:06pm. Deputy Mayor Hogan led the pledge of allegiance, and then roll call was taken.

Councilmembers present: Councilmembers John Williams, John Kelly, Scott Drennen, Gregg Bradshaw, Tod Gunther, and Deputy Mayor Hogan.

Absent and not excused: Councilmember Belot

Staff present: City Administrator Scott Larson, Finance Director Gretchen Russo, City Engineer Maryanne Zukowski, City Clerk Kim Agfalvi, City Attorney Charlotte Archer, Parametrix Consulting Engineer JC Hungerford.

Mayor Penner read the following announcements:

The City Council, Staff, and the public are attending this meeting virtually, pursuant to Governor Inslee's Order 20-28 dated March 24, 2020. The public may attend via the platform Zoom by clicking the link for zoom on the City of Orting website, by telephone by dialing 1.253.215.8782, Meeting ID 989 3102 2168 passcode 309298. If you log in at zoom.com you will need to enter the meeting ID 989 3102 2168, the passcode 309298, and your name.

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

DM made a motion to change executive session to closed session for bargaining. Seconded by Councilmember Kelly. Motion passed (6-0).

2. PUBLIC COMMENTS - Comments may be sent to the City Clerk at clerk@cityoforting.org by 3pm on November 23rd, 2021, and will be read in to the record at the meeting. In person attendees may provide public comment at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. Written comments that come in after the 3pm deadline will be read in to the record at the next Council meeting.

3. PUBLIC HEARING.

Mayor Penner laid out the rules and procedural steps for the hearing.

A. AB21-90 – 2022 Final Budget - Ordinance 2021-1089.

Mayor Penner opened the public hearing at 7:10pm.

Americans with Disabilities Act – reasonable accommodations provided upon request (360) 893-2219
Next Regular Meeting: December 8th, 2021 7:00pm

Finance Director Gretchen Russo briefed on the 2022 final budget. She stated that she is asking for Council to adopt the 2022 budget.

Mayor Penner stated the Council has been reviewing the budget since September, and it had to be passed by the end of December. Mayor Penner asked City Clerk Kim Agfalvi if there were any comments from the public and she stated no comments were received.

Councilmember Kelly asked about whether the budget reflects two or four new workers for the Public Works department, and also about a new position for Police Commander, and asked for Council opinion on the items.

Councilmember Williams stated he agreed with Councilmember Kelly that only two new Public Works workers are needed, and that included in the budget are several new pieces of time saving equipment.

Councilmember Bradshaw stated he agreed with Councilmember Williams, and that he would also like to see two new workers added, instead of four.

Councilmember Drennan stated that he agreed with what is said in regards to two workers, and that it had not been demonstrated that the need for four new workers had been presented.

Deputy Mayor Hogan stated he did like the idea of two new workers for this year, and possibly the Council could look at adding two new workers next year.

Finance Director Gretchen Russo stated the police commander position is already in the presented budget.

Councilmember Gunther asked if these positions are critical, and whether any workers are extremely over worked or this is just an addition of new workers.

City Administrator Larson stated that these requests are based on the body of work that is needed to be completed, and that the biggest need is in the storm department, where there is only one full time worker at this time. The second area of biggest need would be to hire someone with certification to work in the water department, and part of this request had to do with succession planning for prospective retiring employees.

Councilmember Bradshaw asked about Council communication devices, and why there is not money set aside in the presented budget for these kinds of items. Finance Director Gretchen Russo stated that the budget currently reflects that there is \$2000.00 in the budget for communication devices. City Administrator Larson stated that there are extended warranties for the iPads purchased in 2020, and replacement items would be at no cost to the City.

Deputy Mayor Hogan made a motion to adopt Ordinance No. 2021-1089, and ordinance of the City of Orting, Washington, relating to the annual budget for fiscal year 2022; adopting the City of Orting 2022 budget; adopting the job classification and pay range for employees; providing for severability; and establishing an effective date, with budgeting for two public works workers for this year. Seconded by Councilmember Kelly. Motion passed (6-0).

Mayor Penner closed the public hearing at 7:30pm.

**B. AB21-96 – 2022 – 2027 6-year Transportation Improvement Plan, Resolution 2021-15.
Maryanne Zukowski**

Mayor Penner opened the public hearing at 7:31pm.

City Engineer Maryanne Zukowski briefed on the 2022-2027 Transportation Improvement Plan (TIP), and asked that the Council vote to adopt the TIP. She briefed on the Whitehawk Boulevard Extension Design, the Kansas Street Reconstruction Design, and the State Route 162 Emergency Evacuation Bridge. She also briefed on the pavement improvement and ADA compliance plans.

Councilmember Kelly stated that his only concern was that the price for the pedestrian bridge has increased significantly. He asked how much money have we spent on the bridge so far, and City Engineer Zukowski stated that approximately one million dollars in grant money has been spent by the City of Orting on the bridge design. Councilmember Kelly asked if there are any alternatives to the design, as it is an extremely expensive design. City Engineer Maryanne Zukowski stated that it is a process we are planning on going through next year to evaluate some cost savings alternatives.

Councilmember Williams stated he agreed with Councilmember Kelly, and why the City is going through the trouble to design the bridge to the extent we have if the City has plans to take a value engineering course and throw out the current design. He stated he was concerned why the City doesn't take that course now, if that is the eventual process. He also stated he was under the impression the bridge was going to go across the river, not the highway, and that he had concerns with the money escalation.

Councilmember Drennan stated that there had been twenty years of work on this bridge with the State Department of Transportation, and that tunnels were once evaluated but not allowable with the water tables. He briefed on the bridge design as it stands and the process the current design went through. He recommended to the Council that we do not change the direction the design is going now.

Mayor Penner stated the bridge over the river was brought up four years ago, and that the City Council had made a positive effort to say the bridge over 162 was a priority for the Council, so it was included in the TIP plan. The bridge over the river has not gone through that, and sits outside the scope of the discussion. For the last 4 years the entire activity of the City has been around getting grant funding to move this bridge forward.

Councilmember Gunther stated he agreed with everything Councilmember Drennan said, and that he was a part of the meetings in the past years, and highly recommended we go through with this bridge to save lives in this City for generations to come.

Councilmember Bradshaw echoed what Councilmember Drennan said, and stated we have to be careful to not call it an evacuation bridge, but a pedestrian bridge, as it had attracted more funding that way and that the City had specific parameters that have to be met from the state. He stated the intent is still to get a bridge across the river.

Councilmember Kelly stated that he agrees with the philosophy of the bridge, but he was concerned the City would price itself out of the bridge.

Mayor Penner closed the hearing at 7:52pm.

Councilmember Drennan made a motion to adopt Resolution No. 2021-15; a resolution of the City of Orting, Washington, adopting the 2022-2027 6-year Transportation Improvement Program. Seconded by Councilmember Bradshaw.

Motion passed (6-0).

4. CONSENT AGENDA- (Any request for items to be pulled for discussion?).

Payroll Claims and Warrants.

A. Regular Meeting minutes of November 10th, 2021.

B. AB21-92 – Columbarium Purchase.

C. AB21-05 – South Correctional Entity-Inmate Housing (SCORE) Contract Amendment.

D. AB21-53 – Storage of the Daffodil Float Lease Agreement.

Councilmember Kelly made a motion to approve consent agenda as prepared. Seconded by Councilmember Williams. Motion passed (6-0).

5. AGENDA ITEMS.

A. AB 21-8-94 – General Facility Charges 2022.

City Administrator Scott Larson briefed on what general facility charges are, and stated staff and Council have not addressed these items since 2018. He stated staff is recommending an eight percent increase in these funds.

Deputy Mayor Hogan made a motion to approve Resolution No. 2021-16, a resolution of the City of Orting, Washington; relating to General Facility Charges and setting charges for 2022. Seconded by Councilmember Kelly.

Council discussion followed in regard to how rates are dictated by the rating of the City and whether the proposed rate is enough, or if we need to increase the percentage. City Administrator Larson stated that they are calculated internally, and that there is no consideration of assessed value of the City for these fees. He did state that impact fees for transportation and parks are subject to more constraints. City Administrator Larson stated that the fees proposed make sense for our capital plan, and they are a fair amount.

Councilmember Williams asked again if staff feels eight percent is enough, or if the City should be looking for nine percent. City Administrator Larson stated this amount makes a lot of sense, and that an increase to nine percent is not needed at this time.

Mayor Penner asked for a vote.

Motion passed (6-0).

B. AB21-97 – Purchasing Policy.

Finance Director briefed on the proposed purchasing policy, and stated that there is one amendment to the proposed policy. In part one, purpose, we added a line that states non-budgeted items or items that exceed budget capacity must be pre-approved by the City Council. She asked to delete this line because the budget authority is covered much clearer in section ten under purchasing authority.

Deputy Mayor Hogan made a motion to adopt Resolution No. 2021-17, a resolution of the City of Orting, Washington, adopting an amended purchasing policy, striking the last sentence of section one; and establishing an effective date. Seconded by Councilmember Drennan.

Motion passed (6-0).

Council adjourned to closed session to discuss bargaining strategy, pursuant to RCW 42.30.140(4)(b) for ten minutes, with action to follow.

8:12pm closed session started.

8:22pm extended for five minutes.

8:27pm extended for five minutes.

8:32pm closed session ended and the meeting resumed to regular session.

C. AB21-99 – Collective Bargaining Agreement between the City of Orting and the Orting Police Guild. City Administrator Larson briefed on the collective bargaining agreement between the City and the Police Guild. Changes stated are wages with a 6.5% for 2022 and 3.5% increase for following two years. The Guild also negotiated for a bonus outlined in appendix B, structured based on tenure for individuals’ officers for the City. These bonuses will likely be paid for with American Rescue Plan Act funds from the federal government.

Deputy Mayor Hogan made a motion to authorize the Mayor to enter into a collective bargaining agreement with the Orting Police Guild starting January 1, 2022 and ending December 31, 2024. Seconded by Councilmember Bradshaw.

Motion passed (6-0).

6. EXECUTIVE SESSION.

No executive session.

Councilmember Williams stated concerns with the last zoom meeting, and that he was not able to comment at the meeting, and asked for a contingency plan for similar situations.

Mayor Penner stated that staff is working with a new platform, and that we are working through issues and are happy to build in some contingency plans.

7. ADJOURNMENT.

Deputy Mayor Hogan made a motion to adjourn. Seconded by Councilmember Bradshaw.

Motion passed (6-0).

Mayor Penner recessed the meeting at 8:39pm.

ATTEST:

Kimberly Agfalvi, City Clerk

Joshua Penner, Mayor



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Parametrix On Call Engineering Contract Extension	AB21-100		NA	12.8.2021
	Department:	Public Works		
	Date Submitted:	12.02.2021		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	N/A			
Timeline:	Approval ASAP			
Submitted By:	Maryanne Zukowski, PE			
Fiscal Note: This contract is for on call engineering services.				
Attachments: Contract Extension, Attachments A & B, Original Main Contract with Subsequent Amendments.				
SUMMARY STATEMENT:				
Background				
<p>October 10, 2014, following a qualifications-based selection process, the City of Orting entered into a Professional Services Agreement with a Consultant for on-call professional engineering services as requested by the City.</p> <p>The original three-year term of the Agreement was extended via amendment to the Agreement, the Consultant has continued to provide services consistent with the Agreement to date, and the City has continued to pay for said services consistent with the original, negotiated 2013/2014 billing rates without any increase</p> <p>The term of the Agreement was extended via amendment to the Agreement until December 31, 2021 to allow the City to complete a new qualifications-based selection process for on-call professional engineering services</p> <p>The contract is set to expire December 31, 2021.</p>				
Current Situation				
<p>The City is in the process of completing the qualifications-based selection process for on-call professional engineering services to begin in 2022.</p> <p>The Consultant has additional work necessary to complete and close out existing projects that commenced as part of the Consultant’s on-call Agreement for the City and were not the subject of a separate, project-specific service agreement.</p>				

The City desires, consistent with public interest, to extend the Agreement term as follows: (1) for an additional month of emergent on-call professional engineering services to allow for the City to complete the qualifications-based selection process and effectuate a smooth transition to new service providers; and (2) for an additional year of professional engineering services to complete projects that commenced as part of the Consultant's on-call Agreement for the City.

The additional year of professional engineering services to complete projects that commenced as part of the Consultant's on-call Agreement for the City will be subject to task and fee negotiations and separate Council approval for any increases beyond Council-approved, not to exceed (NTE) limits for the completion of the design, environmental permitting, and or construction management of those projects for the proposed additional calendar year.

It is in the public interest to extend the Agreement for professional engineering services, at negotiated rates from 2013/2014, rather than incurring a substantial cost to procure a new engineering firm for the completion of these active, on-call projects.

RECOMMENDED ACTION: MOTION:

To authorize the Mayor to sign an amendment to the City's on call engineering contract with Parametrix Inc., as presented, and extend the contract as noted in the amendment.

**Amendment to
PROFESSIONAL SERVICES AGREEMENT
between the City of Orting and Parametrix Inc.**

This Amendment to the Professional Services Agreement (“Agreement”), executed on October 10, 2014, and subsequently amended, between the City of Orting (“City”), a Washington municipal corporation, and Parametrix Inc. (“Consultant”), a Washington corporation, located and doing business at 1019 39th Ave. SW, Puyallup, Washington 98374, is made effective January 1, 2022.

WHEREAS, on October 10, 2014, following a qualifications-based selection process, the City of Orting entered into a Professional Services Agreement with Consultant for on-call professional engineering services as requested by the City; and

WHEREAS, the original three-year term of the Agreement was extended via amendment to the Agreement, Consultant has continued to provide services consistent with the Agreement to date, and the City has continued to pay for said services consistent with the original, negotiated 2013/2014 billing rates without any increase; and

WHEREAS, on May 26, 2021, the term of the Agreement was extended via amendment to the Agreement until December 31, 2021 to allow the City to complete a new qualifications-based selection process for on-call professional engineering services; and

WHEREAS, the City is in the process of completing the qualifications-based selection process for on-call professional engineering services to begin in 2022; and

WHEREAS, the Consultant has additional work necessary to complete and close out existing projects that commenced as part of the Consultant’s on-call Agreement for the City and were not the subject of a separate, project-specific service agreement; and

WHEREAS, it is in the best interest of the City and the public to utilize Consultant’s services for those efforts, rather than attempt to procure a new service provider to complete those projects and incur additional costs to bring a new service provider up to speed on the final-phase projects; and

WHEREAS, the City desires, consistent with public interest, to extend the Agreement term as follows: (1) for an additional month of emergent on-call professional engineering services to allow for the City to complete the qualifications-based selection process and effectuate a smooth transition to a new service provider; and (2) for an additional year of professional engineering services to complete projects that commenced as part of the Consultant’s on-call Agreement for the City; and

WHEREAS, the additional year of professional engineering services to complete projects that commenced as part of the Consultant’s on-call Agreement for the City will be subject to task and fee negotiations and separate Council approval for any increases beyond Council-approved, not to exceed (NTE) limits for the completion of the design, environmental permitting, and or construction management of those projects for the proposed additional calendar year; and

WHEREAS, it is in the public interest to extend the Agreement for professional engineering services, at negotiated rates from 2013/2014, rather than incurring a substantial cost to procure a new engineering firm for the completion of these active, on-call projects; and

WHEREAS, the parties wish to memorialize their agreement and so extend the Agreement with this amendment (the "Amendment");

NOW, THEREFORE, in consideration of the mutual benefits accruing, it is agreed by and between the parties thereto as follows:

The Agreement between the parties, as previously amended and incorporated by this reference as if herein set forth, is hereby amended as follows:

1. The Term of the Agreement, as amended, is extended as follows:

The Agreement shall automatically terminate on December 31, 2022, unless earlier terminated or extended as provided for in the terms of the Agreement, provided: services set out in Attachment A to this Amendment shall be completed no later than December 31, 2022; and services set out in Attachment B to this Amendment shall be completed no later than January 31, 2022; and. The Consultant shall cease providing the services set out on Attachment B as of January 31, 2022.

2. Exhibit A of the Agreement, Scope of Work, is hereby replaced with the following:

Attachment A - Scope of Work (20211201) Specific Projects – End Date 12/31/2022
Attachment B - Scope of Work (20211201) Emergent On-Call Services – End Date 01/31/2022

In all other respects, the Agreement between the parties shall remain in full force and effect, amended as set forth herein, but only as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year set forth above.

CITY OF ORTING, WASHINGTON

Parametrix, Inc

Joshua Penner, Mayor

Roger Flint

Title: _____

ATTEST/AUTHENTICATED:

Kim Agfalvi, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

Attachment A – Scope of Work (20211201) Specific Projects – End Date 12/31/2022

Scope of Work includes Specific Project Task from the original On-Call Service Contract that require completion in 2022. The services are to be defined by an individual Council-approved Scope of Work and Budget for each project task or as defined by City Staff and negotiated with the Consultant.

1. Village Green Outfall / Puyallup River Outfall Replacement Project HMGA D19-008 C

- Council Approved Budget	\$ 156,325.38
- Expended to Date	\$ 121,818.01
- Remaining Budget	\$ 34,507.37

Scope of services are to finalized bid ready documents for construction advertisement March 2022 with all completed permitting requirements under the same not to exceed budget.

2.a Calistoga St W “Storm” Water Improvements

- Council Approved Budget	\$ 126,830.00
- Expended to Date	\$ 126,826.18
- Remaining Budget	\$ 3.82

2.b Kansas Street Outfall

- Council Approved Budget	\$ 53,254.30
- Expended to Date	\$ 53,254.30
- Remaining Budget	\$ 0.00

These two projects were combined and the current scope of services are to finalize bid ready documents for construction advertisement March 2022 with all the completed permitting requirements. There are issues with scope change from the City end and efficiencies during design that require the staff to negotiate a final scope and fee with the consultant to finalize and get this to construction advertisement. Our tasks now include to separate the projects as separate schedules or tied bids due to potential financial constraints,

3. 2020 Lift Station Improvements Construction Management

- Council Approved Budget	\$ 187,460.00
- Expended to Date	\$ 86,188.05
- Remaining Budget	\$ 101,271.95

This is 2021/2022 expenditure construction contract. This task is expected to be on budget, with a projection not to exceed the existing council approved task.

4. WWTP Phase II (WRRF)

- Council Approved Budget	\$ 899,475.00
- Expended to Date	\$ 45,119.93
- Remaining Budget	\$ 854,355.07

This project covers multiple years and is a council approved task. Project is on time and on budget at this time.

Attachment A – Scope of Work (20211201) Specific Projects - End Date 12/31/2022 cont.

5. Calistoga/Ken Wolfe Setback Levee
- Council Approved Budget \$ 1,734,520.90
 - Expended to Date \$ 1,703,527.77
 - Remaining Budget \$ 30,695.03

The purpose of this extension is to complete the ongoing required monitoring and reporting for the constructed wetlands that serve as mitigation for the Wolfe Setback Levee (formerly the Calistoga Setback Levee). This reporting is required by the US Army Corps of Engineers and the Washington Department of Ecology in the approved Final Mitigation Plan (Parametrix 2013) for the project.

6. HWY 162 Pedestrian Bridge – Most recent Scope & Budget approved May 2021
- Council Approved Budget \$49,880
 - Expended to Date \$49,880
 - Remaining Budget \$0

The purpose of this extension is to allow a Scope and Budget to be negotiated that will bring design to 100% and produce bid documents and advertise for construction.

END of Attachment A SPECIFIC PROJECTS

Attachment B – Scope of Work (20211201) Emergent On-Call Services – End Date 01/31/2022.

Scope of Work includes on-call professional engineering services on an as needed basis for emergent needs only. General non-project work as more specifically described below. The services are to be defined by City Staff for non-project task work either verbally or via email or other written communication within the approved City staff spending authority.

Development Review (On going) only

The intent is to continue with existing assigned projects and not changing staff midstream of a project. Costs incurred are fully reimbursable.

- Plan Review and Approval
- Technical Document Review
- Developer Coordination
- Plat Review

SCADA and Telemetry

- Technical support remotely and/or onsite for the water & wastewater system for software or hardware issues including PLC and SCADA programming, control panel maintenance and operator workstations diagnostics and repair, including system upgrades
- Telephone support in all areas of control, telemetry, networking and instrumentation in association with the water & wastewater systems in the event on site assistance is not feasible

Water and WRRF/WWTP Support

- Technical support remotely and/or onsite for the water & wastewater system.
- Telephone support in all areas in association with the water & wastewater systems in the event on site assistance is not feasible

END of ATTACHMENT B, EMERGENT ON-CALL SERVICES

**Amendment to
PROFESSIONAL SERVICES AGREEMENT
between the City of Orting and Parametrix Inc.**

This Amendment to the Professional Services Agreement (“Agreement”), as amended, originally executed on October 10, 2014, between the City of Orting (“City”), a Washington municipal corporation, and Parametrix Inc. (“Consultant”), a Washington corporation, located and doing business at 1019 39th Ave. SW, Puyallup, Washington 98374, is made effective January 1, 2021.

WHEREAS, on October 10, 2014, following a qualifications-based selection process, the City of Orting entered into a Professional Services Agreement with Consultant for on-call professional engineering services as requested by the City; and

WHEREAS, the original three-year term of the Agreement was extended via amendment to the Agreement, Consultant has continued to provide services consistent with the Agreement to date, and the City has continued to pay for said services consistent with the negotiated billing rates; and

WHEREAS, the City desires to extend the term of the Agreement for an additional calendar year and ratify the actions taken by both parties under the Agreement and since its initial execution and as amended;

WHEREAS, the parties wish to memorialize their agreement and so extend the Agreement;

NOW, THEREFORE, in consideration of the mutual benefits accruing, it is agreed by and between the parties thereto as follows:

The Agreement between the parties, as previously amended and incorporated by this reference as if herein set forth, is hereby amended as follows:

1. The Term of the Agreement is extended to December 31, 2021.
2. Exhibit A – Scope of Work is replaced with Attachment A to this Amendment.
3. Exhibit B – Schedule of Work is replaced with Attachment B to this Amendment.
4. Exhibit C – Schedule of Compensation is replaced with Attachment C to this Amendment.

In all other respects, the Agreement between the parties shall remain in full force and effect, amended as set forth herein, but only as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year set forth above.

CITY OF ORTING, WASHINGTON

DocuSigned by:
Joshua Penner
6DBA32055A334F8...
Joshua Penner, Mayor

Parametrix, Inc


Roger Flint

Title: Chief Operating Officer

ATTEST/AUTHENTICATED:

DocuSigned by:
Kim Agfalvi
C74C0F521D524DC...
Jane Montgomery, City Clerk

Kimberly Agfalvi, city clerk

APPROVED AS TO FORM:

DocuSigned by:
Charlotte Archer
203704F26620457...
Charlotte A. Archer, City Attorney

Exhibit A – Scope of Work

Scope of Work includes on-call professional engineering and planning services on an as needed basis for project task work and non-project work as more specifically described below. The services are to be defined by an individual Council-approved Scope of Work and Budget for each project task or as defined by City Staff for non-project task work either verbally or via email or other written communication.

Transportation Planning and Traffic Engineering

- Corridor Studies
- Comprehensive Plans
- Transportation Modeling
- Roundabout Modeling and Site Analysis
- Traffic Impact Analysis
- Traffic Calming Analysis

Design Engineering

Preparation of Contract Documents (Plans and Specifications for bidding) for:

- Freeways, highways, and interchanges
- Arterials and local streets
- Intersections including roundabouts and/or signalized controls
- Storm sewer and stormwater mitigation
- Multi-modal transit centers
- Traffic calming
- Non-motorized facilities such as paths, bike lanes, sidewalks, and joint-use facilities
- Low-impact development best management practices
- Utility Coordination, Design and Relocation
 - Facilities such as pump stations, treatment plants, disinfection stations and storage reservoirs
 - Low-impact development best management practices

Survey

Mapping

- Topographic Mapping and Basemap Preparation
- Construction Staking

Right of Way

- Determination and mapping for ROW easements, tracts, etc.
- Legal descriptions and exhibits
- Preparation of ROW plans
- ROW acquisition assistance

Stormwater Runoff Mitigation Design

- Stormwater comprehensive planning and hydraulic modeling
- Hydrologic modeling using single event and continuous runoff models (SBUH, WWHM, MGS Flood, etc.)
- Stormwater mitigation determination, BMP selection and design
- Drainage report preparation
- Stormwater Pollution Prevention Plan preparation
- Low Impact Development BMP selection and design

Structural Engineering

- Federal, state, and local bridge design
- Retaining walls and engineered embankment design
- Type, size, and location reports for retaining walls and bridges
- Structural inspections
- Load rating

Environmental Services

- Environmental planning, permitting, and documentation (NEPA and SEPA)
- Environmental classification (federal funding requirement per LAG Manual, etc.)
- Environmental impact statements and assessments
- Wetland delineation and mitigation

- Wildlife biology
- Hazardous material investigation and remediation
- Transit Planning and Design**
- Multi-modal system planning
- Travel demand and patronage forecasting
- Transit facility planning
- Intermodal facility planning
- Light rail transit design
- Bus rapid transit design
- Cost Estimating**
- Planning level estimating
- Project level estimating
- Funding Assistance**
- Multi-modal system planning
- Travel demand and patronage forecasting
- Transit facility planning
- Highway, collector, and local roadway funding
- Grant writing assistance
- Construction Services**
- Construction Ad and Award Assistance
- Construction Engineering support
- Construction administration and observation
- Construction documentation (e.g., LAG Manual compliance or equivalent to comply with Federal Acquisition Regulations and Audit requirements)
- Development Review**
- Plan Review and Approval
- Technical Document Review (Traffic Impact Studies, Critical Areas Studies, Geotechnical Reports, etc.)
- Construction Observation
- Developer Coordination
- Plat Review
- SCADA and Telemetry**
- Technical support remotely and/or onsite for the water & wastewater system for software or hardware issues including PLC and SCADA programming, control panel maintenance and operator workstations diagnostics and repair, including system upgrades
- Telephone support in all areas of control, telemetry, networking and instrumentation in association with the water & wastewater systems in the event on site assistance is not feasible

Exhibit B – Schedule for Work Completion

The City and Parametrix will determine the completion date for each task assignment. This on-call contract will expire December 31, 2021.

Exhibit C – Schedule of Compensation

Please see the attached Puget Sound Billing Rates.

**Amendment No. 01
TO PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

City of Orting
110 Train Street SE
Orting, WA 98360-0849

and

Parametrix, Inc.
1019 39th Ave SE
Puyallup, WA 98374

The terms and provisions of the Agreement for Professional Services apply herein unless otherwise specifically revised.

Date: September 16, 2017

Project No.: 216-1711-020

Project Name: On-Call Services

Time of Completion:

Original Contract:	<u>12/31/17</u>
Prior Amendments:	<u>N/A</u>
This Amendment:	<u>12/31/18</u>

Description of Amendment:

This amendment is for time only.

Reason for Amendment:

The current on-call contract expires December 31, 2017. In order to continue to provide on-call services to the City of Orting a contract extension is needed.

Approved By:

CITY OF ORTING

By:

Title:

Date:

J. T. Lyster
Mayor, City of Orting
10.12.17

Accepted For:

PARAMETRIX, INC.

By:

Title:

Date:

Brian A. Blum
Water Solutions Div. Mgr.
10/16/17

Execution Date is the date of the latest signature by both Parties.

PROFESSIONAL SERVICES AGREEMENT Summary of Terms

A. CLIENT NAME:	City of Orting
Address:	110 Train Street SE, Orting, WA 98360-0849
B. PROJECT NAME:	
C. PARAMETRIX:	
Office Address:	1019 39th Avenue SE, Suite 100, Puyallup, WA 98374
Project Number:	
D. EXECUTION DATE:	
(date of latest signature by parties)	
E. TERM:	3 Years
(time for completion; see Exhibit B for work schedule)	

F. COMPENSATION (check one):	[See Section 2.1 of the Terms and Conditions for Description; See Exhibit C for Compensation Schedule.]		
<input type="checkbox"/> Lump Sum	Lump Sum Amount:	\$	_____
<input checked="" type="checkbox"/> Negotiated Billing Rates	Total Compensation Amount:	\$	_____
<input type="checkbox"/> Salary Multiplier _____	Total Compensation Amount:	\$	_____
<input type="checkbox"/> Other: _____	Total Compensation Amount:	\$	_____

G. NOTICES:	
If to Client:	If to Parametrix:
Address: <u>110 Train Street SE</u>	Address: <u>1019 39th Ave SE, Ste. 100</u>
<u>Orting, WA 98360-0849</u>	<u>Puyallup, WA 98374</u>
Attention: _____	Attention: _____
(name of designated client representative)	(name of Parametrix signator)
Phone: _____	Phone: <u>253-604-6600</u>
Fax: _____	Fax: <u>1-855-542-6353</u>
E-mail: _____	E-mail: _____

PROFESSIONAL SERVICES AGREEMENT

Terms and Conditions

This Professional Services Agreement (this "Agreement") is entered into by and between Parametrix, Inc. ("Parametrix" or "Consultant") and _____ City of Orting _____ ("Client" or "City") as of the Execution Date referred to in the Summary of Terms (page 1 of this Agreement). (Parametrix and Client are each referred to herein as a "Party" and collectively as the "Parties.") The Summary of Terms shall be incorporated with this Agreement by reference.

1. Authorization to Proceed.

1.1 Services by Parametrix.

- (a) Parametrix has been hired to provide professional engineering services as requested by the City. The services to be performed are generally described in the scope of work attached to this Agreement as Exhibit "A" (the "Scope of Work").
- (b) The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.
- (c) Parametrix represents that it, its staff to be assigned to the work, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities.

1.2. Schedule of Task.

- (a) On-Call Services. The City Contract Administrator will issue a verbal or written request to Parametrix to proceed with non-project on-call engineering services (the "On-call Services").
- (b) Project Specific Services. Project specific engineering services for which the City Council has approved a budget and scope of services may only be commenced pursuant to a project engineering services task request in the form attached hereto as Exhibit "B" (the "Task Scope of Work"). Parametrix shall perform the services described in the Task Scope of Work in accordance with the schedule and scope of work set forth therein.
- (c) Prosecution of Work. Parametrix shall meet all schedule requirements as to the work provided in each Task Scope of Work. Parametrix will diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Task Scope of Work in a timely manner. If factors beyond Parametrix' s control that could not have been reasonably foreseen as of the date of this on-call task request cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. Parametrix shall provide the City with notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after

Parametrix becomes aware of the delay or potential delay.

- (d) Parametrix is authorized to proceed with services upon issuance of each **Task Scope of Work** issued by the City, unless otherwise specified in the **Task Scope of Work**.

1.3 Contract Administration.

The City Administrator, or his or her designee, shall be responsible for the administration of this Agreement on behalf of the City and shall be the designated City Contract Administrator. The City Contract Administrator, and his or her designee, is authorized to exercise the authority given pursuant to Section 1.2(a) of this Agreement. Parametrix shall designate a person(s) responsible for administration of this Agreement on behalf of Parametrix.

1.3 Deliverables.

Client acknowledges and agrees that Parametrix will be providing the Services and the Work Deliverables (as defined in Section 12) specifically for and solely with respect to the On-call Services or Task Scope of Work and that attempts to reuse the Work Deliverables outside the context of the On-call Services or Task Scope of Work may cause substantial damage. Therefore, Client covenants and agrees that it shall not use the Work Deliverables, and shall not permit the Work Deliverables to be used, other than with respect to the Project, unless it has received the specific written approval of Parametrix.

2. Compensation.

2.1 Parametrix' s compensation for On-call and Task Scope of Work services under this Agreement, shall be as set forth in the Summary of Terms and may be based on any one of the following:

- (a) Lump Sum. Under this compensation structure, Parametrix charges Client a fixed lump sum amount for the Services to be performed for the Project; Parametrix shall be responsible for all wages or salaries of its employees and costs of subconsultants. The lump sum amount shall include all Direct Labor costs and Expenses, Indirect costs (overhead), and Profit.
- (b) Negotiated Billing Rates. Under this compensation structure, Parametrix charges Client on the basis of negotiated (hourly, daily, etc.) rates for work performed on Client's Project by Parametrix employees of the indicated classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overhead, and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.

- (c) **Salary Multiplier.** Under this compensation structure, Parametrix charges Client rates equal to the direct wages or salaries Parametrix pays to its employees for work performed directly on the Project, multiplied by a negotiated multiplier to cover payroll-related taxes, payments, premiums, benefits, and other indirect costs, plus overhead and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.
- 2.2 In addition to any of the fee structures set forth above in 2.1(b) and (c), Parametrix may charge Client for Direct Expenses. Direct Expenses include those costs incurred on or directly for the Project, including, but not limited to, necessary transportation costs, including current rates for Parametrix vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services; telephone; printing, binding, and reproduction charges; all costs associated with outside consultants, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Parametrix. In either case, a service processing charge of 15 percent will be added to Direct Expenses.
- 2.3. **Maximum Compensation; Council Authorization.**
The total **ANNUAL** maximum compensation for On-call Services provided under this agreement shall not exceed \$200,000 (computed based upon year of payment) without the authorization of the City Council. The maximum compensation for the services provided pursuant to a Task Scope of Work shall not exceed the amount set forth therein without the authorization of the City Council.
3. **Payment to Parametrix**
- 3.1 Parametrix will issue monthly invoices for the compensation due as a result of services provided under this Agreement to that time, less services previously billed. Invoices are due and payable on receipt. In the event that any portion of an invoice is disputed, payment will be made for the non-disputed amounts. Parametrix will charge interest at the rate of 1½ percent per month, or the maximum permitted by law if less, on all past-due amounts starting 30 days after date of invoice. Parametrix will credit payments first to interest and then to principal.
- 3.2 Consultant shall maintain time and expense records and provide them to the Client monthly, along with monthly invoices, in a format acceptable to the Client for work performed to the date of the invoice.
- 3.3 All invoices shall be paid by Client within sixty (60) days of actual receipt by the Client of an invoice conforming in all respects to the terms of this Agreement.
- 3.4 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by Client representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the Client on request.
- 3.5 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The Client

may withhold payment for such work until the work meets the requirements of the Agreement.

4. **Standard of Care**

Parametrix shall perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Parametrix makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Services.

5. **Term and Termination**

5.1 **Term.** The term of the Agreement shall be as set forth in the Summary of Terms; provided that the obligations of Parametrix and the City under a pending Task Scope of Work issued prior to the expiration date shall survive the expiration of this Agreement until such time as all obligations of the Parties there under is complete or such request is otherwise cancelled or terminated by the City. If a term is not specified in the Summary of Terms, Parametrix's obligation to render the Services under this Agreement will be for a period that may reasonably be required for the completion of the Services.

5.2 **Termination For Cause.** This Agreement may be terminated by (a) either Party if 1) the other Party fails to perform substantially in accordance with this Agreement through no fault of the other Party and does not commence correction of such failure within ten (10) days after written notice thereof and diligently completes the correction promptly thereafter, or 2) the performance of the Services pursuant to this Agreement are delayed or suspended for more than ninety (90) days for reasons beyond Parametrix's control; (b) Parametrix, upon seven (7) days' written notice if Parametrix believes that Client is requesting it to furnish or perform services contrary to Parametrix's responsibilities as a licensed professional.

5.3 **For Convenience.** Either Party may terminate this Agreement for any reason, or for no reason, upon thirty (30) days' written notice to the non-terminating Party provided that the obligations of Parametrix and the City under a pending Task Scope of Work issued prior to the termination date shall survive the termination of this Agreement until such time as all obligations of the Parties there under is complete or such request is otherwise cancelled or terminated by the City.

5.4 **Payment Upon Termination.** On termination, Client shall pay Parametrix for all authorized work performed up to the termination date plus costs related to the billing of work up to the date of termination.

6. **Cost Opinions**

Any cost opinions or economic evaluations provided by Parametrix will be on a basis of experience and judgment, but, since Parametrix has no control over market conditions, including cost of labor, materials, equipment, or services furnished by others, or bidding procedures, Parametrix does not warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions. Client waives any claim for the accuracy or inaccuracy of such opinions.

7. **(Intentionally Omitted)**

8. Indemnification

8.1 By Parametrix. Parametrix shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Parametrix or its officers, directors, employees, and consultants.

8.2 By Client. Client shall indemnify and hold harmless Parametrix, Parametrix's officers, directors, partners, employees, and any individuals or entities that have a contract with Parametrix to furnish services with respect to the Project from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Client or its officers, directors, employees, and consultants.

9. Hazardous Substances

9.1 Client has disclosed to Parametrix all data available to Client concerning the known or suspected presence of chemicals and/or chemical categories, as defined by the most current listing, 40 CFR 372 Subpart D – Specific Toxic Chemical Listings, at the Project site, including radioactive materials (a "Hazardous Substance") in connection with the Services or has represented to Parametrix that, to the best of Client's knowledge after due inquiry, Hazardous Substances do not exist at or near the Project site.

9.2 Notwithstanding any other provision contained in this Agreement and to the maximum extent permitted by law, Client shall indemnify and defend Parametrix and its officers, employees, subconsultants, and agents from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorneys' fees arising out of or relating to the presence, discharge, release, or escape of Hazardous Substances on or from the Project site, except to the extent such claims, damages, losses, and expenses, arise out of the negligent acts of Parametrix.

10. Insurance

10.1 Parametrix shall maintain public liability and property damage insurance that shall protect Parametrix from personal injury or property damage claims arising from its negligent acts or omissions in the performance of the Services under this Agreement.

10.2 Parametrix will maintain throughout the term of this Agreement the following insurance and will submit certificates verifying such to the Client promptly after execution of this Agreement and upon request thereafter:

- (a) Worker's compensation and employer's liability insurance as required by the state or province where the work is performed.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired

vehicles, with \$1,000,000 combined single limits.

(c) Comprehensive general liability insurance covering claims for injuries arising out of any negligent act or omission of the Sub or of any of its employees, agents, or subcontractors, with \$1,000,000 combined single limits.

(d) Professional liability insurance of \$2,000,000.

10.3 The Client shall be named as an additional insured on the policies listed in subsections (b) and (c) above. Parametrix shall ensure that current Certificates of Insurance are on file with the Client. The Client may withhold payment to Parametrix at any time that Insurance Certificates have not been provided indicating that insurance coverage is current.

10.4 All insurance certificates shall provide that the insurance carrier will give the Client at least thirty (30) days' notice of any cancellation of the policies.

11. Confidentiality

11.1 Definition of Confidential Information. "Confidential Information" means all nonpublic information, in whatever form (including without limitation orally disclosed information), that either Party to this Agreement (each a "Disclosing Party") designates as confidential at the time of disclosure to the Party that receives such information (each a "Receiving Party") or that, based on the nature of the information or circumstances surrounding its disclosure by or on behalf of Disclosing Party, Receiving Party should in good faith treat as confidential. Confidential Information includes without limitation, practices, procedures, specifications, drawings, sketches, models, samples, data, plans, computer programs, records, documentation, or other technical or business information. Except as otherwise indicated, the term "Receiving Party" also includes all affiliates of the Receiving Party. If information is disclosed in intangible form without being designated as confidential, Disclosing Party may still designate it as confidential by providing Receiving Party with written notice stating that designation and providing Receiving Party with a written summary of the confidential information, within twenty (20) days of initial disclosure.

11.2 Exclusion. Confidential Information does not include information that Receiving Party can document: (a) was generally known to the public at the time it was disclosed by Disclosing Party; (b) became generally known to the public other than through a breach of this Agreement by Receiving Party after the time of disclosure to Receiving Party by Disclosing Party; (c) was independently developed by Receiving Party without reference to or use of Confidential Information or (d) required by statute, regulation, court or regulatory order, to be disclosed.

11.3 Receiving Party Obligations. Receiving Party will not use or disclose any Confidential Information except in furtherance of the parties' mutually agreed business relationship. Receiving Party will not disclose, give access to, or distribute any Confidential Information to any third party, except upon Disclosing Party's prior, written authorization. Receiving Party will take reasonable security precautions to keep Confidential Information confidential, which precautions shall be at least as protective as the precautions Receiving Party takes to preserve its own Confidential Information of a similar nature.

12. Ownership

12.1 Work Deliverables. "Work Deliverables" shall mean the final plans, designs, reports, and/or other documents prepared by Parametrix for delivery or presentation to Client as called for in Exhibit A (the Scope of Work). All Work Deliverables produced by Parametrix for or at the direction of Client hereunder shall be the property of Client and, to the extent subject to copyright protection, shall be deemed "work for hire" as such term is defined under U.S. copyright law; provided, however that (a) Parametrix may retain copies of all such Work Deliverables in accordance with Section 14 of this Agreement, and (b) Client irrevocably grants Parametrix a world-wide, perpetual, non-exclusive license to use, reproduce, create derivative works from, and distribute or have distributed to or by third parties, the Work Deliverables.

12.2 Project Documents. All Project Documents shall be the sole property of Parametrix. "Project Documents" shall mean all studies, reports, evaluations, designs, drawings, procedures, field data, notes, specifications, plans, and all other documentation, including all documents on electronic media that are produced or acquired by Parametrix for or at the direction of Client pursuant to this Agreement, other than Work Deliverables.

13. Electronic Files and Data

Subject to the provisions of Section 11, Parametrix will provide certain information, including drawings and other electronic format data files, to Client for Client's use and reference. However, Parametrix is neither accountable nor responsible for the validity of data contained on electronic files once surrendered to Client. Parametrix does not warrant the accuracy of the content as contained in the electronic file(s) against computer viruses, unauthorized revisions to the files, or any other alterations or data destruction to the file(s). Parametrix shall not have any liability for Client use of any electronic form file(s) or its content, including without limitation, any transmittal of bugs, viruses, or other destructive or harmful programs, scripts, applets, or files to the computers or networks of Client. Parametrix's preparation of a transfer copy of electronic data will be made or completed through reproduction from the file retained and archived at the offices of Parametrix. Client acknowledges that the content of the transfer copy may not be an exact and virus-free copy of the master file. Client acknowledges and agrees that Client shall be solely responsible for inspection and testing of the electronic file(s) provided by Parametrix to verify the content is free from bugs, viruses, or other destructive or harmful programs, scripts, applets, or files, before accessing or using. The original files containing the information and data maintained at Parametrix shall be considered Confidential Information under the terms of Section 11.

14. Document Retention

14.1 Work Deliverables. Work Deliverables are the property of Client and will be delivered to Client at Client's request. Notwithstanding the foregoing, Client acknowledges and agrees that unless Client specifically requests that such documents be delivered, all Work Deliverables left in Parametrix's possession after ten (10) years following the completion of the Project, regardless of whether this Agreement may still be in effect, may be retained or destroyed by Parametrix in its sole discretion. City of Orting will be notified prior to destruction.

14.2 Project Documents. All Project Documents may be retained or destroyed by Parametrix in its sole discretion. City of Orting will be notified prior to destruction.

15. Compliance with Laws

Parametrix will: (a) comply with federal, state and local laws, ordinances, regulations, and orders as in effect as of the Execution Date with respect to its performance of the Services pursuant to this Agreement, (b) file all required reports and pay all filing fees and federal, state, and local taxes applicable to Parametrix's business as the same shall become due, and (c) pay all amounts required under local, state, and federal workers' compensation acts, disability benefit acts, unemployment insurance acts, and other employee benefit acts when due.

16. (Intentionally Omitted)

17. Independent Contractor

Parametrix shall be deemed to be an independent contractor in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venturer, or partner of Client, its parent or affiliates, if any. All persons furnished, used, retained, or hired by or on behalf of Parametrix shall be considered to be solely the employees, personnel, or contractors of Parametrix, and Parametrix at all times shall maintain such supervision and control over its employees, personnel, and contractors as is necessary to preserve its independent contractor status. Parametrix shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees, as applicable, including any related assessments or contributions required by law.

18. Dispute Resolution

18.1 All disputes arising between the Parties relating to the making or performance of the Services shall be resolved in the following order of preference:

(a) By good faith negotiation between representatives of Parametrix and Client who have authority to resolve the dispute fully and finally. The existence and substance of any negotiations pursuant to this Section shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.

(b) In the event that the negotiations provided by Section 18.1(a) fail to resolve the dispute, the Parties may endeavor to resolve the dispute by voluntary non-binding mediation under the Commercial Mediation rules of the American Arbitration Association ("AAA") using a neutral mediator mutually acceptable to the Parties and with the costs therefore shared equally. All proceedings pursuant to this Section 18.1(b) shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision, and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.

(c) In the event that the mediation provided by Section 18.1(b) fails to resolve the dispute, the dispute shall be resolved pursuant to Section 19.1.

(d) Notwithstanding anything to the contrary contained in this Section, the Parties reserve the right to seek equitable remedies with respect to the enforcement of any provision of this Agreement.

19. General Provisions

- 19.1 **Governing Law, Venue; Attorneys' Fees.** This Agreement will be governed by the laws of the state of Washington, excluding conflict of laws provisions. Exclusive jurisdiction and venue will lie with the state and federal courts sitting in Pierce County, Washington, and each of the parties hereby irrevocably consents to such jurisdiction.
- 19.2 **Notices.** Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the Summary of Terms, and given personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt. The addresses, phone numbers, facsimile numbers, and email addresses for the Parties provided in the Summary of Terms may be changed by means of a written notice given to the other Party.
- 19.3 **Assignment.** Neither Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that either Party may assign this Agreement to an Affiliate without the other Party's prior written consent. If such an attempted assignment occurs, the nonassigning Party will have the right to terminate this Agreement upon written notice to the assigning Party. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assignees to the extent permitted by this Section. "Affiliate" means, with respect to any legally recognizable entity, any other such entity directly or indirectly controlling, controlled by, or under common control with such entity.
- 19.4 **Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than Client and Parametrix and has no third party beneficiaries.
- 19.5 **Survival.** All express representations, covenants, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination (for any reason) for a period of three (3) years, provided, however, that the confidentiality provisions of Section 11 shall survive indefinitely.
- 19.6 **Non-Waiver.** No waiver of any provision of this Agreement will be effective unless it is in writing signed by an authorized executive of the waiving Party and labeled as a "Waiver," and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. Non-enforcement of any provision of this Agreement by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 19.7 **Severability.** If a court of competent jurisdiction holds any term, covenant, or restriction of this Agreement to be illegal, invalid, or unenforceable, in whole or in part, the remaining terms, covenants, and provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated. If any provision in this Agreement is determined to be unenforceable in equity, then the court making that determination will have the power to reduce or limit such provision, and such provision will be then enforceable in equity in its reduced or limited form.
- 19.8 **Headings.** The headings used in this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of the terms hereof.
- 19.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all

of which together shall be deemed to be one and the same instrument.

- 19.10 **Entire Agreement.** This Agreement, including the Summary of Terms and the exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications with respect to that subject matter.

20. Discrimination and Compliance with Laws

- 20.1 Parametrix agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
- 20.2 Parametrix and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- 20.3 Any violation of this Section shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the Client, in whole or in part, and may result in Parametrix's ineligibility to conduct further work for the Client.

21. Conflict of Interest; Non-Collusion

- 21.1 No officer, employee, or agent of the Client, nor any member of the immediate family of any such officer, employee, or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. Parametrix shall comply with all federal, state, and Client conflict of interest laws, statutes, and regulations. Parametrix represents that Parametrix presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of Parametrix's services and obligations hereunder. Parametrix further covenants that, in performance of this Contract, no person having any such interest shall be employed by Parametrix. Parametrix's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.
- 21.2 Parametrix warrants and represents that Parametrix has not, nor has any other member, employee, representative, agent, or officer of Parametrix, entered into or offered to enter into any combination, collusion, or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

22. Exhibits and Schedules

The following exhibits and schedules are hereby made a part of this Agreement:

- Exhibit A – Scope of Work
- Exhibit B – Task Scope of Work
- Exhibit C – Schedule of Compensation

Signature Page - Professional Services Agreement

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Execution Date referred to in the Summary of Terms.


CLIENT

By: 
Name: JOACHIM PESTINGER
(Please Print)

Title: MAYOR

Date: 10/10/14

PARAMETRIX INC.

By: 
Name: Michael Ollivier
(Please Print)

Title: Reg. Dir. Manager

Date: 9/26/14

Exhibit A – Scope of Work

Scope of Work includes on-call professional engineering and planning services on an as needed basis for project task work and non-project work as more specifically described below. The services are to be defined in an individual Council-approved Scope of Work and Budget for each project task or as defined by City Staff for non-project task work either verbally or via email or other written communication.

Transportation Planning and Traffic Engineering

- Corridor studies
- Comprehensive plans
- Transportation modeling
- Roundabout modeling and site analysis
- Traffic impact analysis
- Traffic impact fee analysis
- Traffic calming analysis

Design Engineering

- Preparation of Contract Documents (Plans and Specifications for bidding) for:
 - Freeways, highways, and interchanges
 - Arterials and local streets
 - Intersections including roundabouts and/or signalized controls
 - Storm sewer and stormwater mitigation
 - Multi-modal transit centers
 - Traffic calming
 - Non-motorized facilities such as paths, bike lanes, sidewalks, and joint-use facilities
 - Low-impact development best management practices
- Utility Coordination, Design, and Relocation:
 - Facilities such as pump stations, treatment plants, disinfection stations, and storage reservoirs
 - Low-impact development best management practices
- Utility Design, Coordination and Relocation

Survey

- Mapping
 - Topographic Mapping and Basemap Preparation
 - Construction Staking
- Right of Way
 - Determination and mapping of R.O.W., easements, tracts, etc.
 - Legal descriptions and exhibits
 - Preparation of R.O.W. plans
 - R.O.W. acquisition assistance

Stormwater Runoff Mitigation Design

- Stormwater comprehensive planning and hydraulic modeling
- Hydrologic modeling using single event and continuous runoff models (SBUH, WWHM, MGS Flood, etc.)
- Stormwater mitigation determination, BMP selection and design
- Drainage report preparation
- Stormwater Pollution Prevention Plan preparation
- Low Impact Development BMP selection and design

Structural Engineering

- Federal, state, and local bridge design
- Retaining walls and engineered embankment design
- Type, size, and location reports for retaining walls and bridges
- Structural inspections
- Load rating

Environmental Services

- Environmental planning, permitting, and documentation (NEPA and SEPA)
- Environmental classification (federal funding requirement per LAG Manual, etc.)
- Environmental impact statements and assessments
- Wetland delineation and mitigation
- Stream delineation, classification and mitigation
- Wildlife biology
- Hazardous material investigation and remediation

Transit Planning and Design

- Multi-modal system planning
- Travel demand and patronage forecasting
- Transit facility planning
- Intermodal facility planning
- Light rail transit design
- Bus rapid transit design

Cost Estimating

- Planning level estimating
- Project level estimating

Funding Assistance

- Multi-modal system planning
- Travel demand and patronage forecasting
- Transit facility planning
- Highway, collector, and local roadway funding
- Grant writing assistance

Construction Services

- Construction Ad and Award Assistance
- Construction engineering support
- Construction administration and observation
- Construction documentation (e.g., LAG Manual compliance or equivalent to comply with Federal Acquisition Regulations and Audit requirements)

Exhibit B – Task Scope of Work

A large, empty rectangular box with a thin black border, occupying most of the page. It is intended for the user to define the task scope of work.

Exhibit C – Schedule of Compensation

See attached Puget Sound Billing Rates.

Puget Sound Billing Rates - October 1, 2013 through September 30, 2014

Classification	Grade	Rate for Billing	Classification	Grade	Rate for Billing
CADD Operator I	8	\$80	Jr. Planner	8/9	\$75
CADD Operator II	9/10	\$90	Planner I	10	\$90
CADD Operator III	11	\$110	Planner II	11	\$105
CADD Supervisor/Technical Lead	12	\$125	Planner III	12	\$120
CADD Services Manager	14	\$135	Planner III	13	\$125
			Planner IV	14	\$140
Designer I	10	\$100	Sr. Planner	15	\$155
Designer II	11	\$110	Sr. Planner	16	\$175
Designer III	12	\$125	Sr. Planner	17	\$190
Designer III	13	\$140			
Designer IV	14	\$145	Jr. Scientist/Biologist	8/9	\$80
Sr. Designer	15	\$160	Scientist/Biologist I	10	\$85
Sr. Designer	16	\$170	Scientist/Biologist II	11	\$110
Sr. Designer	17	\$180	Scientist/Biologist III	12	\$115
			Scientist/Biologist III	13	\$125
Engineering Technician I	8	\$80	Scientist/Biologist IV	14	\$135
Engineering Technician II	9	\$90	Sr. Scientist/Biologist	15	\$160
Engineer I	10	\$100	Sr. Scientist/Biologist	16	\$170
Engineer II	11	\$110	Sr. Scientist/Biologist	17	\$180
Engineer III	12	\$125			
Engineer III	13	\$135	Environmental Technician I	8	\$90
Engineer IV	14	\$145	Environmental Technician II	9	\$95
Sr. Engineer	15	\$155	Environmental Technician III	10	\$100
Sr. Engineer	16	\$170			
Sr. Engineer	17	\$180	Hydrogeologist I	10	\$100
Sr. Consultant	18	\$190	Hydrogeologist II	11	\$105
Sr. Consultant	19	\$190	Hydrogeologist III	12/13	\$115
			Hydrogeologist IV	14	\$130
Jr. Surveyor	8	\$70	Sr. Hydrogeologist	15	\$150
Surveyor I	9	\$85	Sr. Hydrogeologist	16	\$175
Surveyor II	10	\$90	Sr. Hydrogeologist	17	\$180
Surveyor III	11	\$110			
Sr. Surveyor	12	\$125	GIS Technician	9	\$90
Sr. Surveyor	13/14	\$150	GIS Analyst	10	\$95
Survey Supervisor	15	\$160	Sr. GIS Analyst	11	\$100
Sr. Surveyor for Operations	17	\$175			
Survey Prevailing Wage*			Graphic Designer	11	\$90
			Sr. Graphic Designer	12	\$110
Construction Technician I	8/9	\$90			
Construction Technician II	10	\$105	Technical Aide	7	\$70
Construction Technician III	11	\$120	Sr. Technical Aide	8	\$80
Construction Technician IV	12	\$130	Project Coordinator	9	\$95
Sr. Construction Technician	13	\$140	Sr. Project Coordinator	10	\$100
Construction Manager I	11	\$110	Project Controls Specialist	11	\$110
Construction Manager II	12	\$130	Sr. Project Controls Specialist	12	\$120
Construction Manager III	13	\$140			
Construction Manager IV	14	\$145	Project Accountant	9	\$95
Sr. Construction Manager	15	\$155	Sr. Project Accountant	10	\$105
Sr. Construction Manager	16	\$165	Sr. Accounting Specialist	10	\$100
Sr. Construction Manager	17/18	\$190	Sr. Contract Administrator	11	\$125
Division Manager	16/17	\$195	Office Clerk	4	\$55
Division Manager	18/19	\$195	Receptionist	6	\$65
Operations Manager	17/18	\$195	Admin Assistant	6	\$65
Program Manager	19	\$195	Admin Assistant	7	\$70
Program Manager	20	\$195	Sr Admin Assistant	8	\$80
Principal Consultant	19	\$195	Sr Admin Assistant	9	\$90
Principal Consultant	20	\$195	Office Administrator	10/11	\$100
Principal	19/20	\$195	Sr. Office Administrator	12/13	\$125
			Office Administrative Manager	14/15	\$145
Publications Specialist I	9	\$85			
Publications Specialist II	10	\$95	Expert Witness		\$350
Sr. Publications Specialist	11	\$105			
Technical Editor	10	\$110			
Publications Supervisor	12	\$115			

Direct project expenses and reproduction costs are billed at cost plus 10%

Public hearing testimony services are billed at hourly rates plus 30%

* Prevailing Wage Rates apply to construction surveying on all Washington Public Works Projects.



**City of Orting
Council Agenda Summary Sheet**

Subject: 2022 Grant Requests	Agenda Item#	Committee	Study Session	Council
	AB21-98	CGA		
	For Agenda of:	9.2.2021 11.4.2021	10.20.21	12.8.2021
	Department:	Administration		
	Date Submitted:	9.1.2021		
Cost of Item:	<u>\$39,100.00 (Proposed by CGA)</u>			
Amount Budgeted:	<u>\$</u>			
Unexpended Balance:	<u>\$</u>			
Bars #:	001.571.20.31.09			
Timeline:				
Submitted By:	CGA			
Fiscal Note:				
Attachments:	Resolution No's. 2021-19, 20, 21, 22, 23, 24			
SUMMARY STATEMENT:				
<p>The City received applications for grants from the Orting Chamber of Commerce, Orting Valley Farmers Market, Orting Food Bank, Opportunity Center of Orting, (DBA the Haven), Orting Senior Center, and the Recovery Café Orting Valley. All have either non-profit corporation or 501C3 status.</p> <p>City Policy requires that the City Council review and approve all applications for a grants, and determine whether an applicant qualifies for a grant (after review and approval of the application by the Community & Government Affairs Committee). The enclosed proposed Resolutions reflect findings by the CGA Committee that the applicants qualify for grants, and authorizes the issuance of a grants, pursuant to a contract entered into between the Mayor and each of the applicants. CGA Recommended the following grant amounts per applicant:</p> <p>Orting Food Bank- \$3,000.00, Orting Valley Farmers Market - \$2,100.00, Recovery Café Orting Valley - \$11,600.00, Opportunity Center of Orting - \$9,700.00, Orting Senior Center -\$11,600.00, Orting Chamber of Commerce - \$1,100.00.</p> <p>Total of Grant funding is \$39,100.00</p>				
RECOMMENDED ACTION: <u>Motion:</u>				
<p>To Adopt Resolution No's 2021-19-Orting Food Bank, 2021-20-Opportunity Center of Orting (DBA the Haven), 2021-21-Orting Chamber of Commerce, 2021-22-Orting Valley Farmers Market, 2021-23-Recovery Café Orting Valley, and 2021-24- Orting Senior Center, as presented, for a combined total of \$39,100.00.</p>				

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2021-19

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING A PUBLIC PURPOSE AND
AUTHORIZING A CITY GRANT OF FUNDS TO ORTING
FOOD BANK.**

WHEREAS, the City of Orting has adopted a Grant Policy (the “Policy”) to provide grant funding to organizations which the City Council determines bring significant value to the citizens of Orting and which serve valid municipal purposes; and

WHEREAS, in accordance with the Policy, grant funding is provided to organizations upon application, evaluated by the City Council pursuant to the Policy on a case-by-case basis and at various levels of support depending on the value the applicant provides to the community; and

WHEREAS, the City received an application for grant funding from the Orting Food Bank, a nonprofit corporation registered with the State of Washington; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on November 4th, 2021 and recommended approval of the application and the City Council approved the application at their meeting on December 8th, 2021; and

WHEREAS, the City Council finds that the Orting Food Bank operates the Orting Food Bank in Orting, which provides food, necessities and funds to help out low-income members of the Orting Community at their hardest time of need; and

WHEREAS, the applicant has represented that this grant shall be used by the applicant as follows: (1) \$1500.00 to provide assistance with paying utility bills to restore water service with the City of Orting and; (2) \$1,500.00 will be used for day to day operations of the Food Bank, and a contract between the City and the applicant shall be executed to that effect prior to the applicant’s receipt of the grant funding described herein; and

WHEREAS, the City Council finds that funding the aforementioned organization/activity serves the valid municipal purposes of promoting community participation and the health, safety and welfare of the community’s most vulnerable citizens and their families; and

WHEREAS, the City Council finds that the Orting Food Bank’s application meets the requirements of the City’s Policy, and qualifies for grant funding as an organization serving valid municipal purposes; and

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

Section 1. Declaration of Public Purpose. The City Council declares that the Orting Food Bank serves the valid municipal purposes described herein, and that the described intent for the requested funding is instrumental in ensuring that the organization meets those purposes.

Section 2. Authorization for Sponsorship of Event. The City Council authorizes the City's grant funding Orting Food Bank, pursuant to the City's Policy, in the amount of \$3,000.00. The Mayor is authorized to enter into a contract with the Orting Food Bank to memorialize the City's grant funding described herein.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 8th DAY OF DECEMBER, 2021.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk

Approved as to form:

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

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2021-20**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING A PUBLIC PURPOSE AND
AUTHORIZING A CITY GRANT OF FUNDS TO
OPPORTUNITY CENTER OF ORTING.**

WHEREAS, the City of Orting has adopted a Grant Policy (the “Policy”) to provide grant funding to organizations which the City Council determines bring significant value to the citizens of Orting and which serve valid municipal purposes; and

WHEREAS, in accordance with the Policy, grant funding is provided to organizations upon application, evaluated by the City Council pursuant to the Policy on a case-by-case basis and at various levels of support depending on the value the applicant provides to the community; and

WHEREAS, the City received an application for grant funding from Opportunity Center of Orting, a nonprofit corporation registered with the State of Washington; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on November 4th, 2021, and recommended approval of the application, and the City Council approved the application at their meeting on December 8th, 2021; and

WHEREAS, the City Council finds that the Opportunity Center of Orting operates the Haven Teen Center in Orting, whose mission is “To empower Orting’s to become independent, successful, contributing members of the community,” and who offers teens in the community a variety of activities and events, free classes and volunteer opportunities; and

WHEREAS, applicant has represented that this grant shall be used by the applicant for the salary of a program director, general operating expenses and supplies at the Haven Teen Center, and a contract between the City and the applicant shall be executed to that effect prior to the applicant’s receipt of the grant funding described herein; and

WHEREAS, the City Council finds that funding the aforementioned organization/activity promotes community participation and the health, safety and welfare of the community’s teens and their families, and serves the valid municipal purposes of providing an opportunity to strengthen the City’s commitment to teens and their families, and the applicant seeks to engage the entire community by promoting volunteerism, charity, and community participation; and

WHEREAS, the City Council finds that the Opportunity Center of Orting’s application meets the requirements of the City’s Policy, and qualifies for grant funding as an organization

serving valid municipal purposes; and

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

Section 1. Declaration of Public Purpose. The City Council declares that the Opportunity Center of Orting's Haven Teen Center serves the valid municipal purposes described herein, and a program director is instrumental in ensuring that the organization meets those purposes.

Section 2. Authorization for Sponsorship of Event. The City Council authorizes the City's grant funding Opportunity Center of Orting, pursuant to the City's Policy, in the amount of \$ 9,700.00. The Mayor is authorized to enter into a contract with the Opportunity Center of Orting to memorialize the City's grant funding described herein.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 8th DAY OF DECEMBER, 2021.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk

Approved as to form:

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

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2021-21**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING A PUBLIC PURPOSE AND
AUTHORIZING A CITY GRANT OF FUNDS TO THE
ORTING CHAMBER OF COMMERCE.**

WHEREAS, the City of Orting has adopted a Grant Policy (the “Policy”) to provide grant funding to organizations which the City Council determines bring significant value to the citizens of Orting and which serve valid municipal purposes; and

WHEREAS, in accordance with the Policy, grant funding is provided to organizations upon application, evaluated by the City Council pursuant to the Policy on a case-by-case basis and at various levels of support depending on the value the applicant provides to the community; and

WHEREAS, the City received an application for grant funding from the Orting Chamber of Commerce, a nonprofit corporation registered with the State of Washington; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on November 4th, 2021, and recommended approval of the application; and the City Council approved the application at their Council meeting on December 8th, 2021; and

WHEREAS, the City Council finds that the Orting Chamber of Commerce sponsors the Orting Community Float which is a volunteer community group that puts together an Orting Daffodil Float for the Daffodil Festival every year; and

WHEREAS, the applicant has represented that this grant shall be used by the applicant to help purchase a cover for the float and for storage expenses, a contract between the City and the applicant shall be executed to that effect prior to the applicant’s receipt of the grant funding described herein; and

WHEREAS, the City Council finds that funding the aforementioned organization/activity serves the valid municipal purposes of promoting community participation and providing an opportunity for strengthening the City’s sense of community; and

WHEREAS, the City Council finds that the Orting Chamber of Commerce’s application meets the requirements of the City’s Policy, and qualifies for grant funding as an organization serving valid municipal purposes; and

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

Section 1. Declaration of Public Purpose. The City Council declares that the Orting Chamber of Commerce serves the valid municipal purposes described herein, and that the described intent for the requested funding is instrumental in ensuring that the organization meets those purposes.

Section 2. Authorization for Sponsorship of Event. The City Council authorizes the City's grant funding Orting Chamber of Commerce, pursuant to the City's Policy, in the amount of \$1,100.00. The Mayor is authorized to enter into a contract with the Orting Chamber of Commerce to memorialize the City's grant funding described herein.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 8th DAY OF DECEMBER, 2021.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk

Approved as to form:

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

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2021-22**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING A PUBLIC PURPOSE AND
AUTHORIZING A CITY GRANT OF FUNDS TO ORTING
VALLEY FARMERS MARKET.**

WHEREAS, the City of Orting has adopted a Grant Policy (the “Policy”) to provide grant funding to organizations which the City Council determines bring significant value to the citizens of Orting and which serve valid municipal purposes; and

WHEREAS, in accordance with the Policy, grant funding is provided to organizations upon application, evaluated by the City Council pursuant to the Policy on a case-by-case basis and at various levels of support depending on the value the applicant provides to the community; and

WHEREAS, the City received an application for grant funding from the Orting Valley Famers Market, a nonprofit corporation registered with the State of Washington; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on November 4th, 2021, and recommended approval of the application, and the City Council approved the application at their Council meeting on December 8th, 2021; and

WHEREAS, the City Council finds that the Orting Valley Farmers Market operates the Orting Famers Market in Orting, which provide an annual, every Friday Event for farmers and crafters to be able to share their goods, produce and wares with the Orting Community and visiting tourists; and

WHEREAS, the applicant has represented that this grant shall be used by the applicant for the running of these events, and a contract between the City and the applicant shall be executed to that effect prior to the applicant’s receipt of the grant funding described herein; and

WHEREAS, the City Council finds that funding the aforementioned organization/activity promotes community participation and the health, safety and welfare of the community’s citizens and their families, and serves the valid municipal purposes of attracting business to the community, promoting volunteerism, and community participation; and

WHEREAS, the City Council finds that the Orting Valley Famers Market’s application meets the requirements of the City’s Policy, and qualifies for grant funding as an organization serving valid municipal purposes; and

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

Section 1. Declaration of Public Purpose. The City Council declares that the Orting Valley Famers Market serves the valid municipal purposes described herein, and that the described intent for the requested funding is instrumental in ensuring that the organization meets those purposes.

Section 2. Authorization for Sponsorship of Event. The City Council authorizes the City's grant funding Orting Valley Famers Market, pursuant to the City's Policy, in the amount of \$2,100.00. The Mayor is authorized to enter into a contract with the Orting Valley Famers Market to memorialize the City's grant funding described herein.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 8th DAY OF DECEMBER, 2021.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk

Approved as to form:

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

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2021-23**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING A PUBLIC PURPOSE AND
AUTHORIZING A CITY GRANT OF FUNDS TO ORTING
VALLEY RECOVERY CAFE.**

WHEREAS, the City of Orting has adopted a Grant Policy (the “Policy”) to provide grant funding to organizations which the City Council determines bring significant value to the citizens of Orting and which serve valid municipal purposes; and

WHEREAS, in accordance with the Policy, grant funding is provided to organizations upon application, evaluated by the City Council pursuant to the Policy on a case-by-case basis and at various levels of support depending on the value the applicant provides to the community; and

WHEREAS, the City received an application for grant funding from the Recovery Café, Orting Valley, a nonprofit corporation registered with the State of Washington; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on November 4th, 2021, recommended approval of the application, and the City Council approved the application at their Council meeting on December 8th, 2021; and

WHEREAS, the City Council finds that the Orting Valley, Recovery Café opened its doors on November 17th, 2018, to operate a Recovery Café in Orting, which provides a safe caring environment where folks who truly want to break the lifestyle of addiction can find the support the Orting Valley Community needs; and

WHEREAS, the applicant has represented that this grant shall be used by the applicant to fund recovery-based peer services, and a contract between the City and the applicant shall be executed to that effect prior to the applicant’s receipt of the grant funding described herein; and

WHEREAS, the City Council finds that funding the aforementioned organization/activity serves the valid municipal purposes of promoting community participation and the health, safety and welfare of the community’s citizens and their families; and

WHEREAS, the City Council finds that the Orting Valley Recovery Café’s application meets the requirements of the City’s Policy, and qualifies for grant funding as an organization serving valid municipal purposes; and

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

Section 1. Declaration of Public Purpose. The City Council declares that the Orting Valley Recovery Café serves the valid municipal purposes described herein, and that the described intent for the requested funding is instrumental in ensuring that the organization meets those purposes.

Section 2. Authorization for Sponsorship of Event. The City Council authorizes the City's grant funding Tacoma Recovery Café, pursuant to the City's Policy, in the amount of \$11,600.00. The Mayor is authorized to enter into a contract with the Tacoma Recovery Café to memorialize the City's grant funding described herein.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 8th DAY OF DECEMBER, 2021.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk

Approved as to form:

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

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2021-24**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING A PUBLIC PURPOSE AND
AUTHORIZING A CITY GRANT OF FUNDS TO ORTING
SENIOR CENTER ORGANIZATION.**

WHEREAS, the City of Orting has adopted a Grant Policy (the “Policy”) to provide grant funding to organizations which the City Council determines bring significant value to the citizens of Orting and which serve valid municipal purposes; and

WHEREAS, in accordance with the Policy, grant funding is provided to organizations upon application, evaluated by the City Council pursuant to the Policy on a case-by-case basis and at various levels of support depending on the value the applicant provides to the community; and

WHEREAS, the City received an application for grant funding from the Orting Senior Center Organization, a nonprofit corporation registered with the State of Washington; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on November 4th, 2021, and recommended approval of the application; and the City Council approved the application at their Council meeting on December 8th, 2021; and

WHEREAS, the City Council finds that the Orting Senior Center Organization operates the Orting Senior Center in Orting, which offers events, activities, luncheons, and other services for the Orting Senior Citizens in the Orting Community; and

WHEREAS, applicant has represented that this grant shall be used by the applicant to pay for the lease of a Pierce County Van, and a contract between the City and the applicant shall be executed to that effect prior to the applicant’s receipt of the grant funding described herein; and

WHEREAS, the City Council finds that funding the aforementioned organization/activity promotes community participation and the health, safety and welfare of the community’s senior citizens and their families, and serves the valid municipal purposes of providing an opportunity to strengthen the City’s commitment to seniors and their families, and the applicant seeks to engage the entire community by promoting volunteerism, charity, and community participation; and

WHEREAS, the City Council finds that the Orting Senior Center Organization’s application meets the requirements of the City’s Policy, and qualifies for grant funding as an organization serving valid municipal purposes; and

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

Section 1. Declaration of Public Purpose. The City Council declares that the Orting Senior Center Organization and its Orting Senior Center serve the valid municipal purposes described herein, and that the described intent for the requested funding is instrumental in ensuring that the organization meets those purposes.

Section 2. Authorization for Sponsorship of Event. The City Council authorizes the City's grant funding Orting Senior Center Organization, pursuant to the City's Policy, in the amount of \$11,600.00. The Mayor is authorized to enter into a contract with the Orting Senior Center Organization to memorialize the City's grant funding described herein.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 8th DAY OF DECEMBER, 2021.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk

Approved as to form:

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

2022 Grant Requests	2021 Grant Awarded	2020 Revenue	*15% of Revenue	2022 request	Staff Recommendation^
Orting Food Bank	\$3,000.00	\$1,341,782.00	\$201,267.30	\$3,000.00	3,000.00
Opportunity Center of Orting	\$9,000.00	\$64,673.77	\$9,701.07	\$12,300.00	9,700.00
Orting Chamber of Commerce	\$5,000.00	\$7,455.45	\$1,118.32	\$10,000.00	1,100.00
Ortin Valley Farmers Market	\$3,000.00	\$13,939.69	2090.9535	\$6,000.00	2,100.00
Recovery Café Orting	\$10,000.00	\$327,868.46	\$49,180.27	\$15,000.00	11,600.00
Orting Senior Center	\$10,000.00	\$227,455.96	\$34,118.40	\$15,000.00	11,600.00
	\$40,000.00			\$61,300.00	\$39,100.00
* Maximum grant amount based on approved grant policy					
^This recommendation is based on the Mayor's Draft Budget					



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Ordinance No. 2021-1090, 2021 Budget Amendment	AB21-101	N/A	N/A	12.8.21
	Department:	Finance		
	Date Submitted:	12.2.2021		
Cost of Item:		\$409,981		
Amount Budgeted:		<u>N/A</u>		
Unexpended Balance:		<u>N/A</u>		
Bars #:		Various		
Timeline:		ASAP		
Submitted By:		Gretchen Russo		
Fiscal Note: See Exhibit B				
Attachments: Ordinance 2021-1090, Exhibit A & B				

SUMMARY STATEMENT:

General Fund: During 2021 General Fund spent \$34,000 of for nonlethal equipment, cameras and tasers in support of state legislation of police reform. The City also incurred unanticipated wage expenses due to the payout of vacation, holiday and sick of unanticipated departing employees. Planning and engineering costs were higher than expected because of an increase in planning time needed to provide recommendations for various code amendments, the completion of the Parks Plan, transition to an in-house engineer and an increase in development requests. Some of these costs were offset by developer reimbursements.

Streets Fund: Contract approved for the design and permitting costs of the Kansas Street SW project. PSRC grant reimburses 86.5% of these costs. The Emergency Evacuation Bridge Fund requires a \$17,470 transfer from the Streets fund to cover the city’s design cost in 2021.

Cemetery: During 2021 Council approved the purchase of two columbaria. Operating and maintenance expenses exceeded our original budgeted expectation due to increased services and storm cleanup. Some of these expenses were offset by additional revenue, but the balance will be covered by a transfer from the General Fund. A year end transfer of the sales of graves and lots to the Cemetery Perpetual fund is required by City ordinance.

Parks Fund: Maintenance costs were higher than anticipated because of repeated vandalism, storm cleanup and the installation of the ADA spinner.

2021 Job Classification and Pay Ranges: The Building Official Pay Range needs to be corrected. Pay range was increased from Range 26 to Range 27.

RECOMMENDED ACTION: MOTION:

To Adopt Ordinance No. 2021-1090, an Ordinance of the City of Orting, Washington, amending Ordinance No. 2020-1066, adopting the City of Orting 2021 Budget; providing for appropriation and expenditure of funds received in excess of estimated revenues; adopting various transfers; providing for severability; and establishing an effective date.

CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2021-1090

AN ORDINANCE OF THE CITY OF ORTING, WASHINGTON, AMENDING ORDINANCE NO. 2020-1066, ADOPTING THE CITY OF ORTING 2021 BUDGET PROVIDING FOR APPROPRIATION AND EXPENDITURE OF FUNDS RECEIVED IN EXCESS OF ESTIMATED REVENUES; ADOPTING VARIOUS TRANSFERS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Washington State law, Chapter 35A.33 RCW provides for the annual adoption of the City's budget and provides procedures for filing of the proposed budget, deliberations, public hearings, final fixing, and any subsequent adjustments to the budget; and

WHEREAS, the City Council adopted the 2021 budget pursuant to Ordinance No. 2020-1066; and

WHEREAS, the expenditures as classified and itemized in the adopted budget as amended constitute the City's appropriations for the ensuing fiscal year provided that the budget Ordinance may be amended by ordinance to provide for appropriation and expenditure of funds received in excess of the estimated revenues during the calendar year; and

WHEREAS, the City has received funds that are in excess of the estimated revenues for the 2021 budget year and desires to amend the 2021 budget to provide for the appropriation and expenditure of said funds; and

WHEREAS, this amendment to the 2021 budget could not have been reasonably foreseen during budget development; and

WHEREAS, the Council finds that the amendments authorized by this Ordinance are consistent with applicable laws and financial policies, and further the public's health, safety and welfare;

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

Section 1. Amending Section 2. The 2021 Adopted Budget for the City of Orting for the period January 1, 2021 through December 31, 2021, is hereby amended as shown in Exhibit A.

Section 2. Amending Section 4. Job Classifications and Pay Ranges are hereby amended as shown in Exhibit B.

Section 3. Corrections. The City Clerk is authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, Ordinance numbering, section/subsection numbers and any references thereto.

Section 4. 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 5. 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 8th DAY OF DECEMBER, 2021.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kim Agfalvi, City Clerk

Approved as to form:

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

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.:
Date of Publication:
Effective Date:

2021 Budget, Exhibit A
Summary of Expenses

<u>Fund</u>	<u>2021 Budget</u>
General Fund	\$ 3,821,339.00
City Streets	\$ 969,655.00
Cemetery	\$ 101,565.00
Parks Department	\$ 942,746.00
Tourism Fund	\$ 5,720.00
TBD	\$ 43,353.00
Police Department Drug	\$ 3,300.00
LOCAL Vehicle Purchase 2016	\$ 100,423.11
LOCAL Backhoe Purchase 2017	\$ 24,058.10
Emergency Evacuation Bridge	\$ 260,000.00
Transportation Impact	\$ 250,000.00
Water	\$ 2,072,192.64
Wastewater	\$ 14,149,646.33
Stormwater	\$ 2,870,892.53
Utility Land Acquisition	\$ 65,000.00
Cemetery Perpetual Fund	\$ -
<u>Skinner Estate Fund</u>	<u>\$ 2,000.00</u>
Total Appropriations	\$ 25,681,890.71

Exhibit A: Explanation of Amendments to 2021 Budget

General Fund

Beginning Fund Balance	\$1,056,824
Revenue Budget	\$3,719,905
Estimated Revenue	\$4,137,000
Original Expense Budget	\$3,718,339
Purchase of less than lethal equipment, cameras and tasers in support of state legislation of police reform. State funded.	\$34,000
The City incurred additional wage expenses due to unexpected departures and retirements (vacation, holiday and sick leave payouts.)	\$29,000
Additional planning and development costs Costs include an increase of planning & engineering services needed for the development of the City's Parks Plan, code amendments and an increase number of development requests.	\$40,000
General Fund Amended Expense Total:	\$3,821,339
Estimated Ending Fund Balance	\$1,372,485

Streets Fund

Beginning Fund Balance	\$436,383
Revenue Budget	\$540,200
Estimated Revenue	\$875,000
Original Expense Budget	\$777,185
Transfer to Emergency Evacuation Bridge Fund. There is no change to the expense budget of the Emergency Evacuation Bridge Fund. Design costs exceeded available grant dollars in 2021.	\$ 17,470
Kansas Street SW design and permitting costs scope approved 86.5% reimbursable through PSRC Grant.	<u>\$175,000</u>
Streets Fund Amended Expense Total:	\$969,655
Estimated Ending Fund Balance	\$341,728

Cemetery Fund

Beginning Fund Balance	\$103,851
Revenue Budget	\$53,000
Estimated Revenue	\$69,776
Original Expense Budget	\$52,965
The Council approved the purchase of two columbaria.	\$20,000
Additional staff costs to provide end of life services and storm cleanup.	\$22,000
Estimated thirty percent of the graves and lots revenue for 2021 (\$22,000 X 30% = \$6,600) to be transferred to Cemetery Perpetual Fund	<u>\$6,600</u>
Cemetery Fund Amended Expense Total:	\$101,565
Estimated Ending Fund Balance	\$72,062

Parks Fund

Beginning Fund Balance	\$641,393
Revenue Budget	\$444,850
Estimated Revenue	\$470,000
Original Expense Budget	\$922,746
Maintenance salaries and benefits were higher than anticipated because of the installation of the ADA spinner and repeated vandalism.	<u>\$20,000</u>
Parks Fund Amended Expense Total:	\$942,746
Estimated Ending Fund Balance	\$168,647

Transportation Benefit District (TBD)

Beginning Fund Balance	\$322,077
Revenue Budget	\$1,000
Estimated Revenue	\$433
Original Expense Budget	\$ 1,200
The Council approved the removal and replacement of various sidewalks within the City.	<u>\$42,153</u>
Transportation Benefit District Fund Amended Expense Total:	\$43,353
Estimated Ending Fund Balance	\$279,157

Transfers/Closure of Funds

From Cemetery to Cemetery Perpetual Fund

Estimated thirty percent of the graves and lots revenue for 2021 (\$22,000 X 30% = \$6,600) to be transferred to Cemetery Perpetual Fund	\$6,600
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City Hall Construction: Final expenses and closure of fund

Original Expense Budget	\$0
Final closeout expenses	<u>\$3,758</u>
City Hall Construction Fund Expense Budget Total	\$3,758

Utility Land Acquisition: Closure of fund

No Expenditures, balance to be transferred to enterprise funds	\$32,764
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Emergency Evacuation Bridge Fund: Final 2021 expenses and closure of fund

The City will be receiving another \$586.16 through the Dept. of Commerce. The remaining amount will be transferred from the Streets Fund leaving a zero balance. Future expenditures will be tracked within the Streets Fund.	\$17,470
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Exhibit B

2021 Job Classifications and Pay Ranges

<u>Position</u>	<u>Range</u>	<u>Approved FTE</u>		<u>Department</u>	<u>Salary (Low & High)</u>	
		<u>Positions</u>			<u>Low</u>	<u>High</u>
Unrepresented Employees						
City Administrator	45	1		GG	124,702.43	140,353.68
Finance Director	36	1		GG	95,574.03	107,569.41
City Planner	34	1		GG	90,087.69	101,394.48
City Clerk	29	1		GG	77,710.43	87,463.77
Building Official	27	1		GG	73,249.53	82,442.99
Administrative Assistant	18	1		GG	56,139.67	63,185.69
Events & Activities Coordinator	12	0.5		GG	23,508.04	26,458.51
Intern (Clerk's Office)	1	0.5		GG	16,982.71	19,114.19
Term Limited Records Organizer	8	1		GG	41,773.19	47,016.09
Court Administrator	27	1		Court	73,249.53	82,442.99
Police Chief	42	1		Police	114,120.39	128,443.50
City Engineer	45	1		PW	124,702.43	140,353.68
Public Works Director	40	1		PW	107,569.41	121,070.32
Term Limited Landscape Maintenance	1	0.5		PW	16,982.71	19,114.19
Supported Employment		0.2		PW	6,240.00	6,240.00
Police Wages (Per CBA)						
Officer	P24	7		Police	70,491.20	81,723.20
Detective	P26	1		Police	77,022.40	84,177.60
Lieutenant	P28	2		Police	84,177.60	91,977.60
Public Works and Administrative Staff (Per CBA)						
Sr. Accountant	20	1		GG	58,620.64	65,978.05
Accountant I	15	2		GG	50,566.68	56,913.25
HR Clerk	17	1		GG	53,646.19	60,379.26
Building Inspector/Permits	20	0		GG	58,620.64	65,978.05
Building Permits Tech	15	0		GG	50,566.68	56,913.25
Court Clerk	15	1		GG	50,566.68	56,913.25
Admin Asst. PW	20	1		PW	58,620.64	65,978.05
PW Supervisor	26	1		PW	69,996.11	78,781.24
Wastewater Plant Supervisor	26	1		PW	69,996.11	78,781.24
Water Plant Supervisor	24	1		PW	65,978.05	74,258.88
Wastewater OIT	14	2		PW	49,093.87	55,255.58
Wastewater I	16		PW	52,083.68	58,620.64	
Wastewater II	19		PW	56,913.25	64,056.36	
Wastewater III	22	2		PW	62,190.64	69,996.11
Water OIT	14		PW	49,093.87	55,255.58	
Water I	16		PW	52,083.68	58,620.64	
Water II	19	4		PW	56,913.25	64,056.36
Water III	21		PW	60,379.26	67,957.39	
Maintenance Worker I	13	1		PW	47,663.95	53,646.19
Maintenance Worker II	15		PW	50,566.68	56,913.25	
Stormwater Worker I	14	1		PW	49,093.87	55,255.58
Stormwater Worker II	18		PW	55,255.58	62,190.64	
Code Enforcement	22	1		GG	62,190.64	69,996.11
Police Records Clerk I	13	1		GG	47,663.95	53,646.19