



**CGA Committee Agenda**  
**January 6th, 2022**  
**9:00am**

**John Williams, Councilmember, Chair**  
**Chris Moore, Councilmember**  
**Kim Agfalvi, City Clerk**  
**Scott Larson, City Administrator**  
**Gretchen Russo, Finance Director**

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**1. Call to Order**

**2. Parks Report**

**3. Public Comments**

**4. Agenda Items**

- A. Orting Historical Society- Clock Tower
- B. Parking Strips
- C. Grant Policy
- D. Interlocal Agreements

**5. Meeting Minutes of November 4th, 2021.**

**6. Action Items/Round table review.**

- Final comments
- Identify Items that are ready to move forward, establish next meeting's agenda.

**7. Adjournment**



# *Orting Historical Society*

City Hall clock project  
Status from October 19<sup>th</sup> thru November 17<sup>th</sup>, 2021.



*Monthly Report*

*November 17<sup>th</sup>, 2021*

# *City Hall Clock Project*

## *Electric Time*

### *Index*

- E-mail dated 10/19/2021 – 1:31pm – from Karen McGilvray acknowledging sale order, receipt of deposit and advised that they do not collect sales taxes. Said shipment should be around January of 2022.
- E-mail dated 10/27/2021 – 8:04am – Acknowledging Karen's e-mail. Inquired about final payment for the clocks.
- E-mail dated 10/27/2021 – 8:30am – Tina advises the clocks have been released for production. They have a few components that are delaying the project but they are due in to their shop late November.

**Sam**

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**From:** Karen B. McGilvray <kbm@electrictime.com>  
**Sent:** Tuesday, October 19, 2021 1:31 PM  
**To:** 'Colorossi'  
**Cc:** Martina S. Galvin  
**Subject:** Clocks for Orting City Hall - Orting, WA  
**Attachments:** 21274.pdf; Terms-2021.pdf

Dear Sam:

Attached please find the acknowledgement copy of our sales order #21274, along with our standard terms and conditions of sale.

Thank you for including your deposit. The balance is payable prior to shipment.

We only collect Massachusetts taxes. If applicable, you must report and pay other taxes directly. All sales are subject to our latest "Standard Terms and Conditions of Sale".

Unless otherwise instructed, we will ship your order as soon as possible. It is scheduled to be ready to ship around January. If you have any deadlines to meet, please let us know.

Thank you for your order. We look forward to working with you on this project. If we can be of any further assistance, please feel free to contact us.



Karen McGilvray  
p: 508-359-4396 x 4010  
f: 508-359-4482  
a: 97 West Street, Medfield, MA 02052 USA  
e: kbm@electrictime.com  
w: www.electrictime.com





97 West Street  
Medfield, MA 02052  
Phone 508.359.4396 Fax 508.359.4482  
<http://www.electrictime.com>  
email: sales@electrictime.com

Customer 011664

To : ORTING HISTORICAL SOCIETY  
c/o Guy S Colorossi  
PO Box 970  
ORTING WA 98360-0970

Ship to : GUY S. (SAM) COLOROSSO  
MARK FOR: Orting City Hall  
404 Fairlane St. SW  
ORTING WA 98360

Attn: SAM COLOROSSO  
Phone: (360) 893-2334  
Fax: ( ) -  
Email: GCOLOROSSO@CENTURYTEL.NET

Attn: SAM COLOROSSO  
(360) 893-2334

Project Name: ORTING CITY HALL (WA)

Customer PO Number	Order Date	Terms	FOB	Ship Via	Coordinator	Salesperson
SIGNED P&S	10/06/2021	HOLD FOR TERMS	MEDFIELD, MA	Best Way	DMC	MG
em	Part / Rev / Description / Details		Quantity	Unit Price	Extended Price	
102	SP-6630-CLOCK-SF-LED 6630 CLOCK W/ SF RING - LED ILLUM. Special Style 6630-MI back-lit canister clocks with special 3/4-3/8" od semi-flush mounting ring per Drawing A-16423 provided without mounting holes (to be drilled in the field, by others) Movement - H-MI Dial - translucent white acrylic Illumination - LED back-lighting with removable rear access panel Dial markings - black Face T1 (tee-one) Hands - black Type ES with bright white rod tails Crystal - clear tempered glass Finish - black polyurethane	U/M EA	2.00000	3,219.5000	6,439.00	
103	CTRL-99BMI 99BMI CLOCK CONTROLLER	Rev A U/M EA	1.00000	895.0000	895.00	
104	CTRL-ELEC-PHOTO-T15 PHOTOELECTRIC ILLUMINATION CONTROL	Rev 000 U/M EA	1.00000	17.0000	17.00	
105	CTRL-GPS-RECEIVER-KIT-1 GPS RECEIVER MOUNTING KIT - 150FT	Rev B U/M EA	1.00000	425.0000	425.00	
107	WIRE-SPL-16/3-250FT 250' WIRE SPOOL 16GA-3 COND. CABLE	Rev 000 U/M EA	1.00000	95.0000	95.00	
108	CTRL-E2000-W10 E2000 CHIME SYSTEM W/ WINDOWS 10	Rev B U/M EA	1.00000	5,012.0000	5,012.00	
109	WIRE-SPL-16-SPKR 16GA. SPEAKER WIRE - 250FT SPOOL	Rev 000 U/M SPL	1.00000	125.0000	125.00	



97 West Street  
Medfield, MA 02052  
Phone 508.359.4396 Fax 508.359.4482  
<http://www.electrictime.com>  
email: sales@electrictime.com

Customer 011664

To : ORTING HISTORICAL SOCIETY  
c/o Guy S Colorossi  
PO Box 970  
ORTING WA 98360-0970

Ship to : GUY S. (SAM) COLOROSSO  
MARK FOR: Orting City Hall  
404 Fairlane St. SW  
ORTING WA 98360

Attn: SAM COLOROSSO  
Phone: (360) 893-2334  
Fax: ( ) -  
Email: GCOLOROSSO@CENTURYTEL.NET

Attn: SAM COLOROSSO  
(360) 893-2334

Project Name: ORTING CITY HALL (WA)

Customer PO Number	Order Date	Terms	FOB	Ship Via	Coordinator	Salesperson
SIGNED P&S	10/06/2021	HOLD FOR TERMS	MEDFIELD, MA	Best Way	DMC	MG
Item	Part / Rev / Description / Details		Quantity	Unit Price	Extended Price	
010	HORN-DAYAD-RPH16 DAYTON AUDIO RPH16 ROUND HORN		4.00000	55.0000	220.00	
011	DRIV-DAYAD-D1075T DAYTON AUDIO D1075T 75W DRIVER 70V		4.00000	75.0000	300.00	
012	FREIGHT SHIPPING & HANDLING estimate Shipping Dims (1) skid 42" L x 47" W x 45" High (must ship upright), approx. 184 lbs Plus (1) Skid 48" L x 40" W x 44" High (ship upright), approx. 205 lbs		1.00000	1,282.0000	1,282.00	
013	SHIP WITH SHIPPING PAPER WORK - MANUALS Drawing A-5896, A-8183, A-16423, B-10668 QR-M274 Data Sheet 473 Manual M426		1.00000	0.0000	0.00	
			<b>Total Items Price:</b>		<b>US\$ 14,810.00</b>	
<i>We sincerely appreciate your order for the items described above. If this acknowledgement is not correct in any way, please notify me immediately so we may make the needed corrections before your order is processed.</i>			<b>Total Deposits Received:</b>		<b>US\$ -5,411.00</b>	
			<b>Final Items Price:</b>		<b>US\$ 9,399.00</b>	

## Standard Terms & Conditions of Sale

97 West Street, P.O. Box 466

Medfield, MA 02052 USA

(P) 508.359.4396 (F) 508.359.4482

[www.electrictime.com](http://www.electrictime.com)

**TAXES** Unless otherwise stated, prices are exclusive of applicable sales, excise or similar taxes of federal, state or local government. As a Massachusetts corporation, we collect only Massachusetts taxes. Any other applicable taxes must be reported and paid directly by the purchaser.

**INSURANCE** Any insurance requirements made by you which result in an expense to Electric Time Co., Inc., will be in addition to any published or quoted prices. Copies of insurance certificates are available on request. To be named as an additional insured for a specific project, there will be an additional \$250.00 one-time charge.

**PRICES** All prices are in U.S. dollars and payment is to be in U.S. dollars. Unless otherwise stated, if we provide a written quotation, we hold quoted prices for 90 days. Prices are subject to change without notice. It is our policy not to review and execute contracts for orders under \$25,000.

**SHIPMENTS** Unless otherwise stated, all shipments are made F.O.B., Medfield, MA, USA. All quoted lead times are approximate based upon current and projected work loads. Shipments will be made the least expensive and fastest way, taking into consideration the delivery and urgent need of your order, unless otherwise stated on your order. Prepaid freight charges will be added to invoices.

**CLAIMS** Upon acceptance from Electric Time Co., Inc. by the carrier, the material becomes the property of the consignee. All claims for damage, breakage or loss, concealed or obvious, must be made to the carrier by the consignee. Claims of short shipment must be made to Electric Time Co., Inc. within five (5) days of receipt of material.

**PAYMENT** Orders under \$1,000.00 will require full payment with order. Since all the equipment we manufacture is custom built, we require a 40% deposit on any order over \$1,000.00. To establish an account with us, we require three credit references and the name of your bank with full addresses. If you do not care to open an account, we can ship upon receipt of final payment. All payments are due NET 10 days upon receipt of invoice. Final payment is due within 30 days after shipment of clocks invoiced. After 30 days, there will be a 1-1/2% interest charge per month on any unpaid balance. Minimum invoice charge is \$55.00. For international sales, payment is to be made by wire transfer.

**WARRANTY** All equipment is sold subject to the mutual agreement that it is warranted by Electric Time Co., Inc. to be free from defects of material and construction, but our liability in connection with it shall be limited to replacing or repairing without charge at our factory any material or construction defects which become apparent within three years from the date on which new equipment is shipped, that we shall have no liability for damages of any kind arising from the installation and/or use of the apparatus by anyone, and that the purchaser by the acceptance of the equipment will assume all liability for any damages which may result from its use or misuse by the purchaser, his or its employees or by others. There is no guarantee or warranty or liability except as here stated.

**RETURNS** Since most of our clocks are custom built, in general, returns are not accepted. Standard stock items may be returned for credit, subject to inspection and acceptance, if prior authorization has been obtained from Electric Time Co., Inc. There will be a 20% restocking charge on all standard catalog items.

**FINISHES** Our standard paint colors are matte black, off-white, bright-white, satin aluminum, medium bronze (matches Duranodic #312), dark bronze (matches Duranodic #313), forest green, gold and red. Other colors and finishes are available at additional cost.

**Sam**

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**From:** Sam <gcolorossi@centurytel.net>  
**Sent:** Wednesday, October 27, 2021 8:04 AM  
**To:** 'Karen B. McGilvray'  
**Cc:** 'Martina S. Galvin'  
**Subject:** RE: Clocks for Orting City Hall - Orting, WA

Good Morning Karen,

WOW, where does the time go? I've been meaning to acknowledge this e-mail for days. It's been one thing or another including power outages and internet problems since receiving this e-mail.

Our committee is excited that we have reached the milestone of purchasing these clocks and look forward to receiving them. I have a question: has production started and if so when? I know the time line is for the estimated completion date to be in January sometime.

My next question. When will final payment be due? We are fully funded and ready when you are.

Thank you and "Tina" for the long gestation period of getting to the purchasing point. I'll have to admit that it was over my head a time or two, but we prevailed.

That's it for now. Have a great day as Halloween is just around the corner.

*Sam*



**Sam**

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**From:** Martina S. Galvin <msg@electrictime.com>  
**Sent:** Wednesday, October 27, 2021 8:30 AM  
**To:** Sam; Karen B. McGilvray  
**Subject:** RE: [EXTERNAL] RE: Clocks for Orting City Hall - Orting, WA

Good Morning Sam:

I wanted to let you know that the job orders for your project have been completed, and it has been released to production. We are currently waiting for materials to arrive (which are not due until late November).

The balance payment is due prior to shipment. We typically reach out when the clocks get close to being done, however, if you prefer sending the payment ahead of time that will also work.

I hope you keep your power! We just had a storm come through last night into today, and a lot of folks are without power.

Happy Halloween – btw your Halloween card is currently decorating the front office!

Sincerely,

**electric time**  
CORPORATION, LLC

Martina (“Tina”) Galvin

*Customer Service*

☎: 508-359-4396 x 1020

✉: 508-359-4482

📍: 97 West Street, Medfield, MA 02052 USA

✉: [msg@electrictime.com](mailto:msg@electrictime.com)

🌐: [www.electrictime.com](http://www.electrictime.com)



# *City Hall Clock Project*

## *City of Orting*

### *Index*

- E-mail dated 10/26/2021 – 9:54am – from Sam Colorossi to Gretchen Russo, City of Orting – Treasurer inquiring as to the status of Resolution 2021-12
- E-mail dated 10/26/2021 – 1:23pm – from Gretchen advising that Resolution 2021-12 does not need to be revised. However, it is waiting for the mayor's signature. Blank Resolution is attached.
- E-mail dated 10/27/2021 – 6:58am – from Sam to Gretchen inquiring the value of the Resolution. Inquired if I could finalize the contract with the city.
- E-mail dated 10/27/2021 – 5:23pm – The value of the Resolution was confirmed and the City Clerk and Gretchen are working on the contract.
- E-mail dated 10/28/2021 – 2:39pm – Gretchen detailed the contract with me and a copy is attached.
- Made a trip to City Hall on November 04<sup>th</sup> and signed the attach contract with the city.
- E-mail dated 11/08/2021 – 8:15am – Sam inquired and received a signed copy of the Resolution 2021-12. See attached.

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**From:** Sam <gcolorossi@centurytel.net>  
**Sent:** Tuesday, October 26, 2021 9:54 AM  
**To:** 'grusso@cityoforting.org'  
**Subject:** Resolution 2021-12

Good Morning Gretchen,

At the conclusion of the CGA meeting on October 07<sup>th</sup>, I inquired with you, as to what the status was with Resolution 2021-12, the Orting Historical Society grant. You showed me a copy and said that it was completed except the amount was wrong, or so you thought. You said that you needed to get in touch with Scott, however he was not available. You thought that he might return to work on October 11<sup>th</sup>.

It's been nearly twenty days since our discussion and I am wondering what the status is with that Resolution. Can you share that with me? If it hasn't been corrected do you have an approximate time line for the correction? Just curious.

Thank you Gretchen.

Sam Colorossi

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From: Gretchen Russo [mailto:GRusso@cityoforting.org]  
Sent: Tuesday, October 26, 2021 1:23 PM  
To: 'Sam' <gcolorossi@centurytel.net>  
Cc: Kim Agfalvi <KAgfalvi@cityoforting.org>  
Subject: RE: Resolution 2021-12

Sam,  
Resolution 2021-12 does not need to be amended. It was written a way that would ensure that the Councilmembers who wanted to donate their discretionary funds could do so without further requirements.

We do not have a signed copy of Resolution 2021-12 yet but I have attached the resolution that was presented to the Council on September 29, 2021.

The Orting Historical Society was granted a total of \$15,000 as five of the seven council members decided to participate at this meeting. (See second attachment)

This resolution was written as a donation and does not require a reimbursement process.

It does require that the Mayor enter into a contract with the Orting Historical Society to memorialize the City's grant funding.

Gretchen Russo  
Finance Director, City of Orting  
104 Bridge Street South  
PO Box 489  
Orting, WA 98360  
(360) 893-9003

**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2021-12**

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

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**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 the 2021 Budget included Council Discretionary Funds that are available for councilmembers to grant or use in any way that have a valid municipal purpose; and

**WHEREAS**, the Orting Historical Society is raising money to install two clocks in the City Hall clock tower; and

**WHEREAS**, the City Council's Community & Government Affairs Committee would like to grant Council Discretionary Funds to this community project; and

**WHEREAS**, the Historical Society agrees that the city funds granted to it will be used to install the clocks, and a contract between the City and the Historical Society shall be executed to that effect prior to the Historical Society's receipt of the grant funding described herein; and

**WHEREAS**, the City Council finds that funding the aforementioned activity serves the valid municipal purposes of promoting the historic character of the community, improving the City's position in the larger area and vitality and thus the health, safety and welfare of the community; and

**WHEREAS**, the City Council finds that the Orting Historical Society 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 Historical Society 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 Funding.** The City Council authorizes the City's grant funding Orting Historical Society, for the municipal purposes described herein, in the amount of

\$3000.00. The Mayor is authorized to enter into a contract with the Orting Historical Society 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 29<sup>th</sup> DAY OF SEPTEMBER, 2021.**

CITY OF ORTING

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Kim Agfalvi, City Clerk

Approved as to form:

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

**From:** Sam <gcolorossi@centurytel.net>  
**Sent:** Wednesday, October 27, 2021 6:58 AM  
**To:** Gretchen Russo <GRusso@cityoforting.org>  
**Subject:** Resolution 2021-12

Good Morning Gretchen,

Thank you very much for the quick response.

When I said amended, I was referring to the amount that was documented on the resolution. I seem to remember the figure of \$3,000.00 instead of \$15,000.00 and the mayor had signed it. Was I wrong?

When can the mayor and I finalize the contract? I'm in a little over my head as I don't know what this process entails. So, I'll be waiting to hear from you.

Have a great day. ☺

Sam

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From: Gretchen Russo [mailto:GRusso@cityoforting.org]  
Sent: Wednesday, October 27, 2021 5:23 PM  
To: 'Sam' <gcolorossi@centurytel.net>  
Subject: RE: Resolution 2021-12

Sam,

That was the question that I had but once I conferred with Scott he confirmed that the intent was \$3,000 per the councilmember who supported the donation which is why the AB clarifies the language.

I am working with Kim to get a contract because I knew that would be your next question. As soon as I able to track a template down, I will send you the contract and then we will get the Mayor's signature.

This shouldn't take too much time.

Gretchen Russo  
Finance Director, City of Orting  
104 Bridge Street South  
PO Box 489  
Orting, WA 98360  
(360) 893-9003



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**From:** Gretchen Russo <GRusso@cityoforting.org>  
**Sent:** Thursday, October 28, 2021 2:39 PM  
**To:** 'Sam'  
**Subject:** RE: Resolution 2021-12  
**Attachments:** Orting Historical Society.docx

Hi Sam,

Please see the attached contract.

We wrote it so that we could issue the funds out of this year's budget (we will need an invoice) but completion of the project has till 12/31/22.

(Section 1 and 2)

We also added a note that if not all of the funds are used, you are authorized to use any remaining funds for projects that benefit the public.

(Section 2B)

I added a note in Section 2D that the City may invoice the Orting Historical Society if this project fails to be completed by December 31, 2022 to protect the City taxpayers. If for some reason a delay occurs, you are encouraged to request an extension.

We see this as a very worthwhile project that serves the City taxpayers and appreciate your hard work.

Gretchen Russo  
Finance Director, City of Orting  
104 Bridge Street South  
PO Box 489  
Orting, WA 98360  
(360) 893-9003

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The attached contract was signed and in the interest of saving paper I deleted the blank contract that came with this attachment and you'll find the signed contract further back in this packet.

Sam



**City of Orting  
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
<b>Subject:</b> <b>Sponsorship Resolution - Clock Tower Grant to Orting Historical Society</b>	AB21-70	CGA Committee 9.2.2021	9.15.2021	9.29.2021
	<b>Department:</b>	N/A		
	<b>Date Submitted:</b>	9.9.2021		
<b>Cost of Item:</b>	<u>\$15,000.00</u>			
<b>Amount Budgeted:</b>	<u>\$21,000</u>			
<b>Unexpended Balance:</b>	<u>\$6,000.00</u>			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	None			
<b>Submitted By:</b>	CM Kelly and CM Williams			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Resolution No. 2021-12				
<b>SUMMARY STATEMENT:</b>				
<p>The City of Orting has adopted a grant policy to provide grant funding to organizations which the City Council determines brings significant value to the citizens of Orting and which serve valid municipal purposes. The 2021 budget included Council discretionary funds that are available for councilmembers to use in any way that has a valid municipal purpose. The Orting Historical Society is raising funds to install two clocks in the City Hall clock tower. The CGA Committee would like to grant council discretionary funds to this community project, and the Orting Historical Society agrees the City funds granted will be used to install the clocks. A contract between the City and Orting Historical Society will be executed to that effect prior to the grant funding. The grant funding amount will be determined by council. Based on feedback from the study session, Councilmembers Belot, Hogan, Drennan, Bradshaw, and Kelly are all committing their discretionary funds to this project.</p>				
<p><b>RECOMMENDED ACTION:</b> <u>Motion:</u> to adopt resolution 2021-12, a Resolution of the City of Orting, Washington, declaring a public purpose and authorizing a City grant of funds in the amount of \$15,000.00 to the Orting Historical Society.</p>				

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The attached contract was signed on November 04<sup>th</sup>, 2021 by both the mayor and Guy S. Colorossi, secretary/treasurer of the Orting Historical Society.

Sam

## AGREEMENT FOR GRANT FUNDS

THIS AGREEMENT FOR GRANT (CIVIC IMPROVEMENT) FUNDS (this "Agreement") is entered into the date last below written between the City of Orting, a Washington state municipal corporation (the "City") and Orting Historical Society (the "Recipient").

WHEREAS, the Recipient submitted a proposal for Grant funds (Civic Improvement Fund) for services as described in Attachment A (the "Application"); and

WHEREAS, upon recommendation of the City Council's Community and Government Affairs Committee and approval by City Council at their September 29, 2021 meeting, the City has awarded a contract for the services as described in the Attachment A; and

WHEREAS, the Recipient has the expertise and experience to arrange for said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Recipient as follows:

### 1. SERVICES BY RECIPIENT

The Recipient shall arrange for the services as specified in this Agreement and as necessary to accomplish the scope of work described in the Application. The Recipient shall arrange for all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The Recipient shall execute this Agreement by, December 31<sup>st</sup>, 2022, in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2022.

Recipient shall identify all activities in promotional and other business materials as having been funded by the City of Orting.

### 2. PAYMENT

A. The City shall pay the Recipient Fifteen Thousand Dollars (\$15,000) for all services performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work described in Attachment A, to be billed in one lump sum payment by December 31, 2021.

B. The Recipient shall submit a final report documenting the costs of the clock installation to ensure all donated funds were used for this purpose. If the cost of the installation is less than \$15,000, the remaining amount can be used by the Orting Historical Society for projects that benefit the public. The Recipient shall maintain time and expense records and provide them to the City upon request.

C. All invoices shall be paid by mailing a city check within sixty (60) days of receipt of a proper invoice.

D. If the services rendered do not meet the requirements of this Agreement, the Recipient shall correct or modify the work to comply with this Agreement. The City may invoice the Orting Historical Society if this project fails to be completed by December 31, 2022.

### 3. REPORT ON EXECUTION OF SERVICES

The Recipient shall submit an oral report to the City Council and a written report on services. The written report shall be submitted no later than December 31, 2022. This report should be no longer than two pages long, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the work described in Attachment A.
- Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
- Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
- Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
- Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.
- Provide a good faith best-estimate of actual attendance generated by the proposal.
- Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

The oral component of the report shall discuss the aforementioned items as well, and shall be made by the Recipient at a Regular or Special City Council Meeting, which will usually take place during the month of September. Recipients will be informed of the date by the City Clerk.

Completion of the aforementioned reporting requirement does not excuse the Recipient from completing the services required pursuant to this Agreement.

### 4. INSPECTION AND AUDIT

The Recipient shall maintain all books, records, documents and other evidence pertaining to the

## 7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31, 2022, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Recipient pursuant to this Agreement shall be submitted to the City, and the Recipient shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.

## 8. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

## 9. GENERAL ADMINISTRATION AND MANAGEMENT

The City Administrator of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

## 10. HOLD HARMLESS AND INDEMNIFICATION

A. The Recipient agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Recipient, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Recipient under this Agreement.

B. In the event that the Recipient and the City are both negligent, then the Recipient's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Recipient, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Recipient under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Recipient. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the Recipient's work when completed shall not be grounds to void, nullify and/or invalidate any of these covenants of indemnification.

inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Recipient shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Recipient shall provide the city with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

## 5. INDEPENDENT CONTRACTOR

A. The Recipient and the City understand and expressly agree that the Recipient is an independent contractor in the performance of each and every part of this Agreement. The Recipient expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Recipient, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Recipient shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Recipient shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Recipient shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Recipient performs hereunder.

## 6. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Recipient 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, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

B. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.



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

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

#### 11. ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Recipient to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Recipient as stated herein.

#### 12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

#### 13. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

#### 14. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

#### 15. NON-WAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

16. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

City Clerk  
City of Orting  
110 Train Street SE  
PO Box 489  
Orting, WA 98360  
360.893.2219 Ext. 133

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

17. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce County, Washington.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, CITY and the Recipient have executed this agreement as of the date first written above.

**CITY OF ORTING**

By: 

Date: 11-04-2021

Joshua Penner, Mayor

RECIPIENT: Orting Historical Society

By: Erin S. Colocrossi

Title: Secretary/Treasurer

Date: 11-04-2021

## ATTACHMENT A

The Orting Historical Society is raising funds to install two clocks in the City Hall clock tower. The Council is granting council discretionary funds to this community project and the Orting Historical Society agrees the City funds granted will be used to install the clocks.

## Sam

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**From:** Gretchen Russo <GRusso@cityoforting.org>  
**Sent:** Monday, November 8, 2021 8:19 AM  
**To:** 'Sam'  
**Subject:** FW: Resolution No. 2021-12  
**Attachments:** Res No 2021-12 Orting Historical Grant .pdf

Please see the attached document.

Gretchen Russo  
Finance Director, City of Orting  
104 Bridge Street South  
PO Box 489  
Orting, WA 98360  
(360) 893-9003

**From:** Sam <gcolorossi@centurytel.net>  
**Sent:** Saturday, November 6, 2021 2:48 PM  
**To:** Gretchen Russo <GRusso@cityoforting.org>  
**Subject:** Resolution No. 2021-12

Hi Gretchen,

I was wondering if I might be able to get a signed copy of Resolution No. 2021-12 by the mayor.

I have a couple of blanks, but that's all.

Thanks Gretchen,

Sam Colorossi



Virus-free. [www.avg.com](http://www.avg.com)

**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2021-12**

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

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**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 the 2021 Budget included Council Discretionary Funds that are available for councilmembers to grant or use in any way that have a valid municipal purpose; and

**WHEREAS**, the Orting Historical Society is raising money to install two clocks in the City Hall clock tower; and

**WHEREAS**, the City Council's Community & Government Affairs Committee would like to grant Council Discretionary Funds to this community project; and

**WHEREAS**, the Historical Society agrees that the city funds granted to it will be used to install the clocks, and a contract between the City and the Historical Society shall be executed to that effect prior to the Historical Society's receipt of the grant funding described herein; and

**WHEREAS**, the City Council finds that funding the aforementioned activity serves the valid municipal purposes of promoting the historic character of the community, improving the City's position in the larger area and vitality and thus the health, safety and welfare of the community; and

**WHEREAS**, the City Council finds that the Orting Historical Society 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 Historical Society 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.

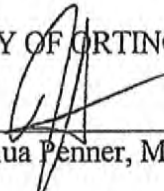
**Section 2. Authorization for Funding.** The City Council authorizes the City's grant funding Orting Historical Society, for the municipal purposes described herein, in the amount of

\$3000.00. The Mayor is authorized to enter into a contract with the Orting Historical Society to memorialize the City's grant funding described herein.

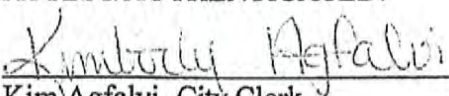
**Section 3. Effective Date.** This Resolution shall take effect and be in full force immediately upon its passage.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 29<sup>th</sup> DAY OF SEPTEMBER, 2021.**

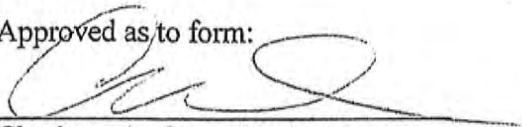
CITY OF ORTING

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

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Kim Agfalvi, City Clerk

Approved as to form:

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

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From: Evan Davies [mailto:evan.w.davies1@gmail.com]  
Sent: Monday, November 15, 2021 2:42 PM  
To: Sam <gcolorossi@centurytel.net>  
Subject: Re: Orting Historical Society Meeting Reminder

Sam,

The attachment is the finalized version of the OASF Newsletter that was sent out yesterday via class distribution.

Providing to you and the Historical Society if you want to share tomorrow or just have it as part of your files.

I will see you Wednesday afternoon.

R/  
Evan Davies



## *Orting Historical Society City Hall CLOCK Project*

The town of Orting itself has evolved over its storied 130+ years of existence. Roads have changed and been added; buildings and structures modified, upgraded, torn down and built over with brand new facilities to keep up with the changing times. The most recent example of this is the new City Hall at the corner of Washington Ave S/Bridge St S. This new building sits where the old Markstrom Feed Store, then later the McMahon Law Center used to reside. The new building design included TWO facing clocks but budgetary constraints forced them to be dropped from the initial completion of City Hall.



However, a follow-on effort, led by the Orting Historical Society, has brought together longtime business relationships, the community and the City of Orting to partner in bringing the clocks back. Through the contributions of Parametrix, in memory of co-owner George Capestany, donations received to date and the city approving Resolution 2021-12, \$36,435.33 has been assembled against the \$41,415.05 budget. That leaves the remainder of \$4,979.72 to be funded. Timeline for the clocks to be delivered to Orting is the second week of January 2022. **This is where Orting Alumni can make an impact!!**

The Orting Historical Society, a 501(c)(3) non-profit organization (# 26-0155124), is accepting donations for this project to cover the remaining balance. So, any amount you can contribute toward this balance will be greatly appreciated. Donations can be sent to the Orting Historical Society - P.O. Box 970 - Orting, WA 98360-0970. All who donate will receive a receipt for tax purposes and be recognized on a plaque being designed and posted on the building once the clocks are up and running.



## *Orting High School Alumni Hall Entry - UPDATE*

In the last newsletter released before the COVID pandemic went into full swing (Winter 2019), it was announced that a plan was underway to turn the OHS main entry way into an "Alumni Hall" through the application of vinyl wrap collages of the past decades of students that have passed through Orting high school. This update is provided to let everyone know that the project is still moving forward albeit slowed due to the last year and a half of challenges. The collages are currently being created with a goal having the first ones in place by the Spring of 2022. We at OASF will continue to monitor this awesome project to keep all of you updated.

## **Calling All Volunteers !!**

We are in need of volunteers to help with both the Scholarship Committee and Alumni Banquet. If you would like more information on what is needed for either the Scholarship Committee or the Alumni Banquet please send an email to [theoast@gmail.com](mailto:theoast@gmail.com). **The Class of 1997 is hosting the next Alumni Banquet.**



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# City Hall Clock Project

Orting Historical Society

## Index

- Budget up date as of 11/17/2021



December 15, 2021

Ref: Orting City Hall Clock project

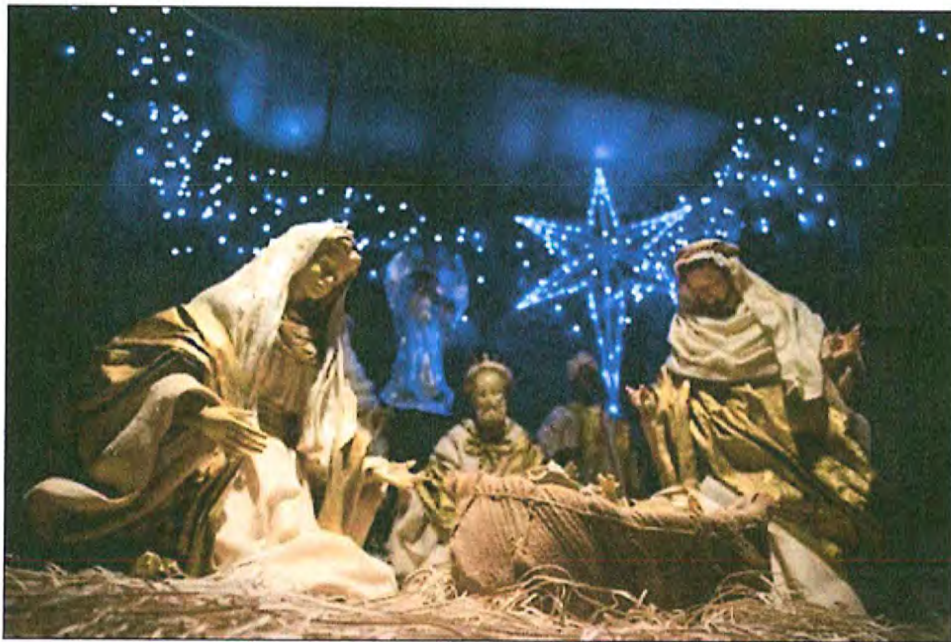
Hi Kim,

Here is the packet of information regarding the Orting City Hall clock project from November 17<sup>th</sup> thru December 15<sup>th</sup>, that was provided to the members of the Orting Historical Society, today. This packet is being provided for the CGA committee review.

Thank you Kim – Merry Christmas.

Sam

# *Orting Historical Society*



*The Reason for the Season*

*Merry Christmas*

*Monthly Report*

*December 15<sup>th</sup>, 2021*

# Orting Historical Society

Date: December 15<sup>th</sup>, 2021

Time: 2:00 p.m.

## Agenda

Call to Order: President Madeline Jones

Minutes: November 17<sup>th</sup>, 2021 - Sam Colorossi

Treasurer's Report: November 30<sup>th</sup>, 2021 - Sam Colorossi

Visitors:

1. Erin Egan

Old Business:

1. Micro-film/Digital program: - Leland Meitzler
2. Sawdust Burner repaint: - Sam Colorossi
3. Historical Book Project: Madeline Jones
  - a. Historic Homes – name: Kelly Cochran
  - b. Farms:
  - c. Mayors: Sam Colorossi
  - d. Telephone History: Madeline Jones
  - e. People: Madeline Jones
4. City Hall Clock Project: Sam Colorossi
  - a. Electric Time
  - b. City of Orting – Public Works
  - c. City of Orting – City Treasurer
  - d. Parametrix
  - e. Orting Alumni Scholarship Association
  - d. Orting Historical Society
5. City Mural Repair Program: Sam Colorossi
6. Railroad Switch: Sam Colorossi

New Business:

1. Budget – draft for 2022: Sam Colorossi
2. Membership status – Bob Daugherty: Sam Colorossi

Telephone Calls:

- 1.

E-mail Correspondence:

1. WA Secretary of State – Annual Report update: Sam Colorossi
2. Heritage League of Pierce County – Fort Nisqually is hiring: Sam Colorossi
3. Heritage League of Pierce County – Buffalo Soldiers Calendar: Sam Colorossi
4. Mike McMahon – Orting Fats Baseball Team: Sam Colorossi

U.S. Postal Correspondence:

- 1.

Next meeting: **January 19<sup>th</sup>, 2022 - 2:00 p.m.**

# Orting Historical Society

## Minutes

November 17<sup>th</sup>, 2021

President Madeline Jones called the meeting to order at 2:01 pm. Secretary/Treasurer Sam Colorossi was also present at the Orting Senior Center located at 112 Varner Ave SE, in downtown Orting. (Our first meeting here)

**\* Members present were:**

Kelly Cochran, Steve Meitzler, Pat Baker and Leland Meitzler.

**\* Visitor:**

Evan Davies. Again, Evan was present representing the Orting Alumni Scholarship Foundation with two different projects. One is historical questions being considered for the scholarship forms and the other is an article being drafted regarding the funding of the city hall clock project. The funding letter has been completed and has been put into the winter issue of the Orting Alumni Newsletter. The historical questions for the scholarship forms are in the final stages.

Erin Egan made her second appearance, as a visitor, and has indicated that she would like to be considered a new member in January of 2022. She expressed an interest in doing historical documentations of the farms that were once located in around the Orting area. President Jones suggested that she start by contacting Pat Baker a former farmer, about her family farm.

**\* Minutes:**

Motion was made by Kelly Cochran and seconded by Leland Meitzler to approve the minutes, as amended, for the October 20<sup>th</sup>, 2021 meeting. Motion carried. The amendment was made to the subject of the Gove/McComas House. What was written, "Kelly provided one colored pictures and two white pictures". The line should have read, "Kelly provided one colored picture and two **Black and** white pictures."

**\* Treasurers Reports:**

KeyBank statement balance as of October 20<sup>th</sup>, 2021, was **\$27,288.23**.

## Old Business

- 1. Micro-film/Digital Project:** Leland Meitzler had no report.
- 2. Saw Dust Burner Paint job:** Sam Colorossi had no report.
- 3. Railroad Art:** Madeline Jones requested this line item be removed, for the time being, and reconsidered again, at a future date.
- 4. Heritage Quest Press Mural:** Madeline Jones requested this line item be removed, for the time being, and reconsidered again, at a future date.
- 5. Logging Arch:** Madeline Jones requested this line item be removed, for the time being, and reconsidered again, at a future date.
- 6. Historical Book Project:**
  - 6 a. Historical Homes in Orting:** Kelly Cochran gave a report on the "The Harman/Voss House", current address of 710 Harman Way S and is currently owned by Rosie Voss. This home is up for sale at the time of this report.

This home was built in the early 1900 by Fred & Henry Mueller. Kelly provided many colored and black and white pictures along with several pages of documentation of this home.

**6 b. Farms in Orting & the Orting Area:** Erin Egan expressed an interest for researching the farms in Orting..

**6 c. Mayor History:** Sam Colorossi no report.

**6 d. Orting Telephone Company:** No report.

**6 e. People:** No report.

## **7. City Hall Clock project:**

**a. Electric Time:** Karen McGilvray acknowledged sales order, receipt of deposit and advised that they don't collect sales taxes. Karen confirmed that the delivery will take place in January of 2022. Tina Galvin advises that the clocks have been released for production.

**b. City of Orting:** Gretchen Russo, City Treasurer advises that the Resolution 2021-12 has been signed by the mayor. The contract has been signed by the mayor and Sam Colorossi. Copies of both are a part of this packet.

**c. Orting Historical Society:** To date, with the city's grant, we have raised \$36,835.33 of the \$41,415.00 budget planned. We have spent \$5838.59 and only need \$4,579.72 to meet our goal of \$41,415.00.

All of the above subject matter can be found in detail in this month's packet.

**8. City Murals Repair Program:** Sam Colorossi still has not heard from Linda Petchnick regarding the status of the project. Sam will leave this line item on the agenda for 2022.

**9. Railroad Switch:** Sam Colorossi reported that work continues on the railroad switch, mainly rust removal from the assembly.

**10. Bell Tower Lights:** Sam Colorossi advised that the Bell Tower lights still have not been cleaned out as of this meeting.

**11. Orting Historical Society place of business:** The Orting Historical Society held it first meeting in the Orting Senior Center's new home at 112 Varner Ave SE, today. Sam Colorossi provided a thank you card, for all to sign, and a letter of thanks to Dr. Carl Youngquist, the owner of the Orting Dental Center for the use of one of his offices for our meetings, over this past year. It was a great place but really too small if we wanted to expand our membership.

## **New Business:**

**1. Historical Grant Information:** Sam Colorossi gave a detailed report of how the State of Washington Historical Grant funding mechanism works after being contacted by the mayor, one city councilmember and the city administrator to find a project that these funds could be applied to. Due to the stringent guidelines for requesting these funds, Sam said he is not interested in pursuing any grants from the state. See the details in this month's packet.

**2. Slate of Officers for 2022:** Pat Baker suggested that the slate of officer for 2022 be as follows: Madeline Jones, President; Kelly Cochran, Vice President and Sam Colorossi Secretary/Treasurer. There were no objections or any other suggestions. Pat Baker moved that the slate of officers for 2022 be approved. Seconded by Steve Meitzler. So carried.



## **Telephone Call:**

1.

## **E-Mail Correspondence:**

1. **Washington Secretary of State:** Sam reported that he had received an e-mail from the Washington Secretary of State reminding us of our annual report and fee that is due by the end of this year. The annual report and check number 2597, in the amount of \$10.00, were mailed on November 06<sup>th</sup>. See the packet for details of this report

## **U.S. Mail Correspondence:**

1.

## **Roundtable:**

1.

\* **Meeting adjourned:** Motion by Kelly Cochran and seconded by Pat Baker to adjourn the meeting at 3:04 pm. So carried.

\* **Next meeting: December 15<sup>th</sup>, 2021 - 2:00 p.m.**

Minutes submitted by: Sam Colorossi

# *City Hall Clock Project*

## *Electric Time*

### *Index*

- E-mail dated 11/29/2021 – 8:00 am – from Sam Colorossi to Tina Galvin inquiring as to the status of the clocks.
- E-mail dated 11/29/2021 – 9:03 pm – from Tina advising she will check on the clocks and final payment.
- E-mail dated 11/29/2021 – 1:37 pm from Tina advising that they are still waiting for the rings for the clocks.
- E-mail dated 11/30/2021 – 8:39 am from Sam to Tina inquiring about shipping dimensions and weight.
- E-mail dated 12/01/2021 – 6:23 am from Tina with shipping and weight information.
- E-mail dated 12/01/2021 – 9:04 am from Tina a copy of the invoice detailing full costs.
- E-mail dated 12/01/2021 – 11:54 am from Sam to Tina inquiring about insurance.
- E-mail dated 12/10/2021 – 9:33 am from Tina to Sam with pictures of the clocks in production.

**Sam**

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**From:** Sam <gcolorossi@centurytel.net>  
**Sent:** Monday, November 29, 2021 8:00 AM  
**To:** 'Martina S. Galvin'  
**Subject:** Orting City Hall Clock progress - 11/29/2021

Good Morning Tina,

It has been two days, past a month, since we last communicated. Can you believe that? Anyways, I have a few questions I'd like to ask and wondered if you could share the latest with me.

When we last spoke, someone said that your company was waiting on a vendor to supply you with some needed parts for the clocks. They thought it would arrive by the end of November. Has that happened? Can you share what it was that you were waiting for?

Out of curiosity, if all the parts and supplies are available, what is the normal production time for these two clocks? Are we still on track for a first or second week in January, for delivery?

And lastly, when will the final payment, for these clocks, be due? I was hoping to pay off the clocks before the end of December. Is that possible? What kind of guidelines can you give me with regards to the final payment?

Hope you had a great Thanksgiving with your family. It sure came quickly and now it's on to Christmas... 😊

Sam

Sam

---

From: Martina S. Galvin [mailto:msg@electrictime.com]  
Sent: Monday, November 29, 2021 9:03 AM  
To: Sam <gcolorossi@centurytel.net>  
Subject: Orting City Hall Clock progress - 11/29/2021

Good Morning Sam,

I am sorry I missed your call this morning. I hope you had a wonderful Thanksgiving!  
I had a few days off last week, and I am now catching up with the requests that arrived.  
I will check on your clocks and get back to you.

Regarding the payment, you can pay the balance ahead of time if you wish. Let us know if you need an invoice sent (via email or mail).

Sincerely,

Martina ("Tina") Galvin  
Customer Service  
o: 508-359-4396 x 1020  
f: 508-359-4482  
a: 97 West Street, Medfield, MA 02052 USA  
e: msg@electrictime.com  
  
w: www.electrictime.com

**Sam**

---

**From:** Martina S. Galvin <msg@electrictime.com>  
**Sent:** Monday, November 29, 2021 1:37 PM  
**To:** gcolorossi@centurytel.net  
**Subject:** Clock Parts - Orting City Hall - Orting, WA

Dear Sam:

The part we are waiting for are the rings for your clocks. They have not arrived yet. I will make a note to check in next week's meeting to see if they have arrived, and check on how the schedule is holding up.

Sincerely,



**Martina ("Tina") Galvin**

*Customer Service*

**o:** 508-359-4396 x 1020

**f:** 508-359-4482

**a:** 97 West Street, Medfield, MA 02052 USA

**e:** [msg@electrictime.com](mailto:msg@electrictime.com)

**w:** [www.electrictime.com](http://www.electrictime.com)



Sam

---

From: Sam [mailto:gcolorossi@centurytel.net]  
Sent: Tuesday, November 30, 2021 8:59 AM  
To: 'Martina S. Galvin' <msg@electrictime.com>  
Subject: RE: Orting City Hall Clock progress - 11/29/2021

Good Morning Tina,

Yes, I called, however as my call was being switched into your voice mail I lost all sound and couldn't hear any of the instructions that were given for leaving a message, so I hung up and sent you an e-mail.

If you could mail us an invoice for the balance of this project, that would be great. Will the statement be broken down by clocks cost, shipping and insurance charges?

Do you by chance know what the shipping dimensions will be of each clock? I have to plan for these containers to be lifted onto the roof and into the clock housing area. See the attachment. That is the back side and back door to the clock area. It is a nice size little room.

Which transport carrier will you be using? FedEx, UPS or ???

That's it for now. Talk to you soon.

Sam



Sam

---

**From:** Martina S. Galvin [<mailto:msg@electrictime.com>]

**Sent:** Wednesday, December 1, 2021 6:23 AM

**To:** [gcolorossi@centurytel.net](mailto:gcolorossi@centurytel.net)

**Subject:** Clock Equipment - Estimated Packing Dimensions Orting City Hall - Orting, WA

Good Morning Sam:

The two clocks will be packed on a skid, measuring approximately 43" long x 38" wide x 53" high, with an approximate weight of 174 lbs.

The chime system will be packed on another skid, measuring approximately 48" long x 40" wide x 44" high, with an approximate weight of 205 lbs.

We will mail the invoice for the final balance due as requested. The clock equipment and chime price is shown separate from the shipping and handling cost.

The equipment will ship via truck (common carrier) – we use various different carriers. This is not a UPS or Fedex shipment.

Sincerely,

**electric time**  
company, inc.  
tower & street clocks since 1928

Martina ("Tina") Galvin

*Customer Service*

**o:** 508-359-4396 x 1020

**f:** 508-359-4482

**a:** 97 West Street, Medfield, MA 02052 USA

**e:** [msg@electrictime.com](mailto:msg@electrictime.com)

**w:** [www.electrictime.com](http://www.electrictime.com)





**Sam**

---

**From:** Sam [mailto:gcolorossi@centurytel.net]  
**Sent:** Wednesday, December 1, 2021 6:41 AM  
**To:** 'Martina S. Galvin' <msg@electrictime.com>  
**Subject:** RE: Clock Equipment - Estimated Packing Dimensions Orting City Hall - Orting, WA

Good Morning Tina,

Thank you very much for this information. It helps me to plan for the receipt of these piece and how we should handle them once they arrive.

Further, I'll be watching the mail for the final invoice for these clocks.

Have a great day. 😊

Sam

**Sam**

---

**From:** Martina S. Galvin [mailto:msg@electrictime.com]  
**Sent:** Wednesday, December 1, 2021 9:04 AM  
**To:** Sam <gcolorossi@centurytel.net>  
**Subject:** Clock Equipment - Invoice for Balance Due - Orting City Hall - Orting, WA

Dear Sam:

Attached please find our pro-forma invoice No. 12121MG for the balance due for the above project.

The original will be sent in the mail to you (to your PO Box).

You have a great day as well!

Sincerely,

**electric time**  
company, inc.  
tower & street clocks since 1928

**Martina ("Tina") Galvin**

*Customer Service*

**o:** 508-359-4396 x 1020

**f:** 508-359-4482

**a:** 97 West Street, Medfield, MA 02052 USA

**e:** [msg@electrictime.com](mailto:msg@electrictime.com)

**w:** [www.electrictime.com](http://www.electrictime.com)





97 West Street, PO Box 466; Medfield MA 02052  
p. 508.359.4396; f. 508.359.4482  
[sales@electrictime.com](mailto:sales@electrictime.com); [www.electrictime.com](http://www.electrictime.com)  
FID #04-1282140

## Pro-forma Invoice

Invoice Number: 12121 MG

Invoice Date: 12/1/2021

To: Sam Colorossi  
Orting Historical Society  
c/o Guy S. Colorossi  
PO Box 970  
Orting, WA 98360-0970  
Via USPS

**Project Name: Orting City Hall - Orting, WA**

Quantity	Clock Equipment	Total Price
(2)	SP-6630-CLOCK-SF-LED	US\$13,528.00
(1)	CTRL-99BMI	
(1)	CTRL-ELEC-PHOTO-T15	
(1)	CTRL-GPS-RECEIVER-KIT-150	
(1)	WIRE-SPL-16/3 250ft.	
(1)	CTRL-E2000-W10	
(1)	WIRE-SPL-16-SPKR 250ft.	
(4)	HORN-DAYAD-RPH16	
(4)	DRIV-DAYAD-D1075T	
	Equipment per SO#21274-00	
	<b>SHIPPING &amp; HANDLING</b>	US\$1,282.00
	<b>Total Order Amount</b>	<b>US\$14,810.00</b>
	<b>Deposit Received</b>	<b>-US\$5,411.00</b>
	<b>Balance Due Prior To Shipment</b>	<b>US\$9,399.00</b>



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FID #04-1282140

## Pro-forma Invoice

Invoice Number: 12121 MG

Invoice Date: 12/1/2021

To: Sam Colorossi  
Orting Historical Society  
c/o Guy S. Colorossi  
PO Box 970  
Orting, WA 98360-0970  
Via USPS

Project Name: Orting City Hall - Orting, WA

Quantity	Clock Equipment	Total Price
(2)	SP-6630-CLOCK-SF-LED	US\$13,528.00
(1)	CTRL-99BMI	
(1)	CTRL-ELEC-PHOTO-T15	
(1)	CTRL-GPS-RECEIVER-KIT-150	
(1)	WIRE-SPL-16/3 250ft.	
(1)	CTRL-E2000-W10	
(1)	WIRE-SPL-16-SPKR 250ft.	
(4)	HORN-DAYAD-RPH16	
(4)	DRIV-DAYAD-D1075T	
	Equipment per SO#21274-00	
	<b>SHIPPING &amp; HANDLING</b>	US\$1,282.00
	<b>Total Order Amount</b>	<b>US\$14,810.00</b>
	<b>Deposit Received</b>	<b>-US\$5,411.00</b>
	<b>Balance Due Prior To Shipment</b>	<b>US\$9,399.00</b>

**Sam**

---

**From:** Sam [mailto:gcolorossi@centurytel.net]  
**Sent:** Wednesday, December 1, 2021 11:54 AM  
**To:** 'Martina S. Galvin' <msg@electrictime.com>  
**Subject:** RE: Clock Equipment - Invoice for Balance Due - Orting City Hall - Orting, WA

Hi Tina,

I saw the breakdown of the invoice and noted that shipping and handling is one of the same, and that's ok. My main concern is insurance. It is not mentioned. Is that part of the S&H? If so, then we are ok. If not, then I have a concern, in this day, of age of shipping items from one place to another.

Let me know your thoughts about this.

Thank you.

Sam

---

**From:** Martina S. Galvin [mailto:msg@electrictime.com]  
**Sent:** Wednesday, December 1, 2021 12:26 PM  
**To:** Sam <gcolorossi@centurytel.net>  
**Subject:** RE: [EXTERNAL] RE: Clock Equipment - Invoice for Balance Due - Orting City Hall - Orting, WA

Dear Sam:

We insure the shipment – so the shipping and handling cost does include insurance.

Sincerely,

**electric time**  
company, inc.  
telemet & street clocks, since 1928

**Martina ("Tina") Galvin**

*Customer Service*

**o:** 508-359-4396 x 1020

**f:** 508-359-4482

**a:** 97 West Street, Medfield, MA 02052 USA

**e:** [msg@electrictime.com](mailto:msg@electrictime.com)

**w:** [www.electrictime.com](http://www.electrictime.com)



**From:** Martina S. Galvin <msg@electrictime.com>  
**Sent:** Friday, December 10, 2021 9:33 AM  
**To:** gcolorossi@centurytel.net  
**Subject:** Clock Photos - Sheet Metal - Orting City Hall - Orting, WA

Dear Sam:

Per your request, below please find two photos of your clocks in our sheet metal department. You can see one of the adaptors on the workbench, and the back panels and rings in the second photo. The back panels still have the film on from being cut on the waterjet.





Have a great week-end!

Sincerely,

**electric time**  
company, inc.  
tower & street clocks since 1928

**Martina (“Tina”) Galvin**

*Customer Service*

**o:** 508-359-4396 x 1020

**f:** 508-359-4482

**a:** 97 West Street, Medfield, MA 02052 USA

**e:** [msg@electrictime.com](mailto:msg@electrictime.com)

**w:** [www.electrictime.com](http://www.electrictime.com)



# *City Hall Clock Project*

## *City of Orting – Treasurer's Office*

### *Index*

- E-mail dated 11/24/2021 – 11:19 am – from Sam Colorossi to Gretchen Russo, City Treasurer, inquiring when and how we'll be receiving our grant from the city council.
- E-mail dated 11/24/2021 – 3:14 pm – from Gretchen advising grant will be paid by check. She also needed the address and telephone number from me.
- E-mail dated 11/24/2021 – 4:16 pm from Sam Colorossi to Gretchen. He sent the address and telephone number.
- E-mail dated 11/24/2021 – 4:18 pm from Gretchen to Sam. She inquired about a wrong area code number, that I gave. The fingers weren't listening to the brain.
- E-mail dated 11/24/2021 – 4:38 pm from Sam to Gretchen with the correct area code of our telephone number
- E-mail dated 11/24/2021 – 4:59 pm from Gretchen to Sam acknowledging my message.
- E-mail dated 12/01/2021 – 11:21 am from Gretchen to Sam advising an error in the amount of the Grant funding.
- E-mail dated 12/01/2021 – 11:49 am from Sam to Gretchen. I saw the amount difference. I was hoping the other two councilmembers had a change of mind. 😊



**Sam**

---

**From:** Sam <[gcolorossi@centurytel.net](mailto:gcolorossi@centurytel.net)>  
**Sent:** Wednesday, November 24, 2021 11:19 AM  
**To:** Gretchen Russo <[GRusso@cityoforting.org](mailto:GRusso@cityoforting.org)>  
**Subject:** Historical Society Grant

Good Morning Gretchen,

I was wondering how Historical Society will be receiving the grant for the clocks. Will it be direct deposit? Will it be by check? Do you have an idea when that will be? I will be making a deposit on Monday and if it is possible, I'd like to add that check, as well.

Thanks Gretchen.

Sam

**Sam**

---

**From:** Gretchen Russo [mailto:GRusso@cityoforting.org]  
**Sent:** Wednesday, November 24, 2021 3:14 PM  
**To:** 'Sam' <gcolorossi@centurytel.net>  
**Cc:** Freda Bingham <FBingham@cityoforting.org>  
**Subject:** RE: Historical Society Grant

Hi Sam,  
The payment will be by check but I need an invoice for backup purposes.  
I created a simple invoice but didn't have an address or phone number – see items in yellow.

Freda is gone for the day so I can't confirm when we can have the check for you.  
I will get back to you on Monday.

Happy Thanksgiving to you and your loved ones.

Gretchen Russo  
Finance Director, City of Orting  
104 Bridge Street South  
PO Box 489  
Orting, WA 98360  
(360) 893-9003

**Sent:** Wednesday, November 24, 2021 4:16 PM  
**To:** Gretchen Russo <[GRusso@cityoforting.org](mailto:GRusso@cityoforting.org)>  
**Subject:** FW: Historical Society Grant

Hi Gretchen,

Our mailing address is: P. O. Box 970 – Orting, WA 98360-0970  
Our home address is 220 Bridge St SW – Orting, WA 98360.  
My telephone number is 390-893-2334  
We don't have a fax number.

Thanks Gretchen and Happy Thanksgiving to you and your family.

---

**From:** Gretchen Russo [mailto:[GRusso@cityoforting.org](mailto:GRusso@cityoforting.org)]  
**Sent:** Wednesday, November 24, 2021 4:18 PM  
**To:** 'Sam' <[gcolorossi@centurytel.net](mailto:gcolorossi@centurytel.net)>  
**Subject:** RE: Historical Society Grant

Your area code is "390"?  
Normally I see 360 so I am just trying to confirm.

Gretchen Russo  
Finance Director, City of Orting  
104 Bridge Street South  
PO Box 489  
Orting, WA 98360  
(360) 893-9003

---

**From:** Sam <[gcolorossi@centurytel.net](mailto:gcolorossi@centurytel.net)>  
**Sent:** Wednesday, November 24, 2021 4:38 PM  
**To:** Gretchen Russo <[GRusso@cityoforting.org](mailto:GRusso@cityoforting.org)>  
**Subject:** RE: Historical Society Grant

OMG... I made a mistake. Area code 360 is what it should be. Sorry about that. I can only blame old age. 😊

Sam

---

**From:** Gretchen Russo [mailto:[GRusso@cityoforting.org](mailto:GRusso@cityoforting.org)]  
**Sent:** Wednesday, November 24, 2021 4:59 PM  
**To:** 'Sam' <[gcolorossi@centurytel.net](mailto:gcolorossi@centurytel.net)>  
**Subject:** RE: Historical Society Grant

Thanks Sam!

When I was young, I blamed my mistakes on a lack of experience, now I also blame it on age. Haha!

Gretchen Russo  
Finance Director, City of Orting  
104 Bridge Street South  
PO Box 489  
Orting, WA 98360  
(360) 893-9003

---

**From:** Gretchen Russo [mailto:GRusso@cityoforting.org]

**Sent:** Wednesday, December 1, 2021 11:21 AM

**To:** 'Sam' <gcolorossi@centurytel.net>

**Cc:** Freda Bingham <FBingham@cityoforting.org>

**Subject:** RE: Historical Society Grant

Sam,  
I goofed up the invoice for you. Five of the councilmembers decided to give you their \$3,000 discretionary dollars. The City of Orting will be issuing a check for \$15,000.

I also updated your phone number. We can release this check the day after the next council meeting which will be held on December 8.

See attached invoice.

Gretchen Russo  
Finance Director, City of Orting  
104 Bridge Street South  
PO Box 489  
Orting, WA 98360  
(360) 893-9003

---

**From:** Sam [mailto:gcolorossi@centurytel.net]  
**Sent:** Wednesday, December 1, 2021 11:49 AM  
**To:** 'Gretchen Russo' <GRusso@cityoforting.org>  
**Subject:** RE: Historical Society Grant

Good Morning Gretchen,

I saw that figure and hopefully assume there was a change of mind with the other two council member. In any event, we are grateful for the help we are getting.

Your message indicates that the payment will be next week.

FYI... I am in the final stages of working with Electric Time for full payment for the clocks this month.

That's it for now.

Sam

# INVOICE

Orting Historical Society  
PO Box 970, Orting WA 98360-0970  
Telephone: 360-893-2334

DATE: December 4, 2021  
INVOICE # 1  
FOR: *Grant Funds*

**Bill To:**

City of Orting  
104 Bridge Street South, PO Box 489  
Orting, WA 98360  
360-893-9003

DESCRIPTION	AMOUNT
Grant for the installation of two clocks in the City Hall Tower	\$15,000
<b>TOTAL</b>	<b>\$ 15,000.00</b>

Make all checks payable to Orting Historical Society  
If you have any questions concerning this invoice, Sam Colorossi, 360-893-2334  
gcolorossi@centurytel.net

# *City Hall Clock Project*

## *City of Orting – Public Works Department*

### *Index*

- E-mail dated 12/02/2021 – 9:44 am – from Sam Colorossi to Greg Reed and Laura Hinds inquiring for a site to store the clocks once received in Orting and ready for installation.
- E-mail dated 12/02/2021 – 10:58 pm – from Greg Reed making suggestions for a site to store the clocks. See e-mail for all questions asked and answered.
- E-mail dated 12/02/2021 – 3:01 pm from Sam Colorossi to Greg Reed acknowledging that Old City Hall would be a good site for temporary storage of the clocks until they are installed.

**Sam**

---

**From:** Sam <gcolorossi@centurytel.net>  
**Sent:** Thursday, December 2, 2021 9:44 AM  
**To:** 'Greg Reed'  
**Cc:** 'LHinds@cityoforting.org'  
**Subject:** Orting City Hall Clock Project

Good Morning Greg and Laura,

Yesterday, I inquired with Tina, of Electric Time, with regards to the sizes of the clock containers when they are shipped to us. I was curious as to what I was up against when they arrived in Orting. The skids are rather big and heavy per the response I received from Tina. (see her e-mail below.)

The purpose of me contacting you is:

- Do you have storage room in your facilities when these containers arrive in Orting?
- I need a holding place from the time they arrive and until they are installed at city hall.
- If it is permissible with you, then I'll have an address for Electric Time to ship the clocks to.
- What are the public hours at your facilities so the carrier will know when you are available?
- Do you have a fork lift in which to move these skids from the truck to the storage place?

Thanks Greg. If you have any questions, please reach out as I want to cover all our bases.

Sam

**From:** Martina S. Galvin [<mailto:msg@electrictime.com>]  
**Sent:** Wednesday, December 1, 2021 6:23 AM  
**To:** [gcolorossi@centurytel.net](mailto:gcolorossi@centurytel.net)  
**Subject:** Clock Equipment - Estimated Packing Dimensions Orting City Hall - Orting, WA

Good Morning Sam:

The two clocks will be packed on a skid, measuring approximately 43" long x 38" wide x 53" high, with an approximate weight of 174 lbs.

The chime system will be packed on another skid, measuring approximately 48" long x 40" wide x 44" high, with an approximate weight of 205 lbs.

We will mail the invoice for the final balance due as requested. The clock equipment and chime price is shown separate from the shipping and handling cost.

The equipment will ship via truck (common carrier) – we use various different carriers. This is not a UPS or FedEx shipment.

Sincerely,



Martina (“Tina”) Galvin

*Customer Service*

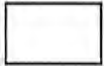
**o:** 508-359-4396 x 1020

**f:** 508-359-4482

**a:** 97 West Street, Medfield, MA 02052 USA

**e:** [msg@electrictime.com](mailto:msg@electrictime.com)

**w:** [www.electrictime.com](http://www.electrictime.com)



Virus-free. [www.avg.com](http://www.avg.com)



**Sam**

---

**From:** Greg Reed [<mailto:GReed@cityoforting.org>]  
**Sent:** Thursday, December 2, 2021 10:58 AM  
**To:** 'Sam' <[gcolorossi@centurytel.net](mailto:gcolorossi@centurytel.net)>  
**Cc:** Laura Hinds <[LHinds@cityoforting.org](mailto:LHinds@cityoforting.org)>; Scott Larson <[SLarson@cityoforting.org](mailto:SLarson@cityoforting.org)>  
**Subject:** RE: Orting City Hall Clock Project

Hello Sam,

See responses below in blue.

Greg

**From:** Sam <[gcolorossi@centurytel.net](mailto:gcolorossi@centurytel.net)>  
**Sent:** Thursday, December 2, 2021 9:44 AM  
**To:** Greg Reed <[GReed@cityoforting.org](mailto:GReed@cityoforting.org)>  
**Cc:** Laura Hinds <[LHinds@cityoforting.org](mailto:LHinds@cityoforting.org)>  
**Subject:** Orting City Hall Clock Project

Good Morning Greg and Laura,

Yesterday, I inquired with Tina, of Electric Time, with regards to the sizes of the clock containers when they are shipped to us. I was curious as to what I was up against when they arrived in Orting. The skids are rather big and heavy per the response I received from Tina. (see her e-mail below.)

The purpose of me contacting you is:

- Do you have storage room in your facilities when these containers arrive in Orting?

We can store them here at Op's but it might be better to store them at the old City Hall as it would be easier for the School District to off load the truck using their fork lift. If the delivery truck has a lift gate that can be lowered to the ground we can also use our pallet jack which would make it even easier as we'd have no need to coordinate with the School District. If you could please verify whether or not the delivery truck will have a lift gate?

- I need a holding place from the time they arrive and until they are installed at city hall. [Understood and we can help out.](#)
- If it is permissible with you, then I'll have an address for Electric Time to ship the clocks to. Depending on where we decide to store it I'll provide the addresses.

[PW Building: 900 Rocky Road NE](#)   [Old City Hall: 110 Train ST SE](#)

- What are the public hours at your facilities so the carrier will know when you are available?

7:30AM – 4:00PM

- Do you have a fork lift in which to move these skids from the truck to the storage place?

We do not, however the School District will help us out with the unloading – thus my thought to have it stored at the Old City Hall as it be more convenient for the School District to unload and load. We will need an arrival date a day or two before arrival so we can set up the use of the Districts fork lift if the delivery truck doesn't have a lift gate.

Thanks Greg. If you have any questions, please reach out as I want to cover all our bases.

Sam

**Sam**

---

**From:** Sam [mailto:gcolorossi@centurytel.net]  
**Sent:** Thursday, December 2, 2021 3:01 PM  
**To:** 'Greg Reed' <GReed@cityoforting.org>  
**Subject:** Orting City Hall Clock Project

Hi Greg,

I like the old city hall option. I haven't looked into those bays since you cleaned house. Are you using any of it for storage now? I take it there is room for us to store the clocks there until they are installed. Let's work on this option.

I'm betting any common carrier that brings the clocks to us will have a tailgate that is mobile. I'll do my best to find this information out. Then, the floor jack should work just fine.

Thank you for the quick response and information.

Sam

# *City Hall Clock Project*

*Don Tracy – Ed Torres*

## *Index*

- E-mail dated 12/01/2021 – 6:52 am – from Sam Colorossi to Don Tracy and Ed Torres advising each of the clock packaging size and weight per Tina of Electric Time.
- E-mail dated 12/29/2021 – 6:23 pm – from Tina Galvin, documenting the weight and sizes of the shipping containers for the clocks. Also advising that shipment will be made by Common Carrier.

Sam

---

**From:** Sam [mailto:gcolorossi@centurytel.net]

**Sent:** Wednesday, December 1, 2021 6:51 AM

**To:** drtracy@centurytel.net

**Cc:** edtorreski@gmail.com

**Subject:** : Clock Equipment - Estimated Packing Dimensions Orting City Hall - Orting, WA

Good Morning Don and Ed,

I started a dialog, yesterday, with Tina (Electric Time) regarding the packaging and shipping of our clocks. Here is what she had to say and I thought you'd appreciate knowing this information.

I will try to keep you up to date as the time gets close for us to receive these pieces and how we should handle them once they arrive. If you'll note, they are big pieces and they are heavy and will be shipped by common carrier, not FedEx or UPS.

So, give me your ideas as to what we should do once they arrive in Orting.

Thanks Don and Ed.

Sam

Sam

---

**From:** Martina S. Galvin [<mailto:msg@electrictime.com>]

**Sent:** Wednesday, December 1, 2021 6:23 AM

**To:** [gcolorossi@centurytel.net](mailto:gcolorossi@centurytel.net)

**Subject:** Clock Equipment - Estimated Packing Dimensions Orting City Hall - Orting, WA

Good Morning Sam:

The two clocks will be packed on a skid, measuring approximately 43" long x 38" wide x 53" high, with an approximate weight of 174 lbs.

The chime system will be packed on another skid, measuring approximately 48" long x 40" wide x 44" high, with an approximate weight of 205 lbs.

We will mail the invoice for the final balance due as requested. The clock equipment and chime price is shown separate from the shipping and handling cost.

The equipment will ship via truck (common carrier) – we use various different carriers. This is not a UPS or Fedex shipment.

Sincerely,

**electric time**  
company, inc.  
tower & street clocks since 1928

Martina ("Tina") Galvin

*Customer Service*

**o:** 508-359-4396 x 1020

**f:** 508-359-4482

**a:** 97 West Street, Medfield, MA 02052 USA

**e:** [msg@electrictime.com](mailto:msg@electrictime.com)

**w:** [www.electrictime.com](http://www.electrictime.com)



# *City Hall Clock Project*

## *Parametrix*

### *Index*

- E-mail dated 11/29/2021 – 9:18 am – from Sam Colorossi to JC Hungerford inquiring about donations from some Parametrix’s employees.
- E-mail dated 11/29/2021 – 10:53 pm – from JC to Sam Colorossi responding back. See e-mail attached.

Sam

---

**From:** Sam <gcolorossi@centurytel.net>  
**Sent:** Monday, November 29, 2021 9:18 AM  
**To:** JC Hungerford (JHungerford@parametrix.com)  
**Subject:** Orting City Hall Clock project - 11/29/2021

Good Morning JC,

When we last spoke, you told me that some of the Parametrix employees wanted to donate to the Orting City Hall project. How are you doing with their donations? I am hoping that I can wrap up the donation process by the end of the year. We are very close to reaching our projected goal of \$41,415.00. I should hear from the city today regarding their grant. Then, we'll see exactly where we are.

Hope you and your family had a great Thanksgiving. And, now it's on to Christmas. Can you believe how quickly this year has slipped by?

Thank you for all your help with this project as you have added an exciting formula for the fund raising. 😊

Take care and I'll be waiting to hear from you.

Sam



From: JC Hungerford [mailto:JHungerford@parametrix.com]  
Sent: Monday, November 29, 2021 10:53 PM  
To: Sam <gcolorossi@centurytel.net>  
Subject: RE: Orting City Hall Clock project - 11/29/2021

Hi Sam,

You must have read my mind! I'm over in Brewster for a couple of days for work and on my way over I was thinking that I needed to contact you with an update. I have raised \$1350 so far but will make one more run at folks to see if I can generate a little more. I will also be reaching out to them for collections so I can get the money to you within the next two weeks.

I really can't believe where the year has gone! This whole pandemic has made the last 2 years just breeze by for me.

I hope you are doing well and I will be in touch soon. If there is anything else I can do to help please let me know.

Thanks,  
JC

# *City Hall Clock Project*

## *Orting Alumni Scholarship Association*

### *Index*

- E-mail dated 11/29/2021 – 11:33 am – from Sam Colorossi to Evan Davies acknowledging the first donation as a result of the article put into the Orting Alumni Newsletter.
- E-mail dated 11/29/2021 – 3:04 pm – from Evan Davies to Sam Colorossi responding back. See e-mail attached.

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**From:** Sam <gcolorossi@centurytel.net>  
**Sent:** Monday, November 29, 2021 11:33 AM  
**To:** 'Evan Davies'  
**Cc:** madeline.jonesart@yahoo.com  
**Subject:** Orting City Hall Clock project

Hi Evan,

Received our first donation, in the amount of \$100.00, for the Orting City Hall clock project, this morning, as a result of your newsletter which was posted in the winter issue of the Orting Alumni Newsletter. We are very close to reaching our goal of \$41,415.00 and we really appreciate your help, so far.

The sun is out, so have a great day! ☺

Thank you.

Sam

---

**From:** Evan Davies [mailto:evan.w.davies1@gmail.com]  
**Sent:** Monday, November 29, 2021 3:04 PM  
**To:** Sam <gcolorossi@centurytel.net>  
**Cc:** madeline.jonesart@yahoo.com  
**Subject:** Re: Orting City Hall Clock project

Sam,

Excellent news! Thanks for the update and hope some more roll in as the year winds down.

R/  
Evan



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: Parking Strip Regulations – Ord. 2021-1084</b>	<b>AB21-79</b>	<b>CGA</b>		
		<b>10.7.2021</b> <b>1.6.2022</b>	<b>10.20.2021</b>	<b>10.27.2021</b>
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>9.20.2021</b>		
<b>Cost of Item:</b>	<u>N/A</u>			
<b>Amount Budgeted:</b>	<u>N/A</u>			
<b>Unexpended Balance:</b>	<u>N/A</u>			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	None			
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Ordinance 2021-1084				
<b>SUMMARY STATEMENT:</b>				
<p>The city has received concerns from citizens related to the maintenance of parking strips for activities other than parking, specifically property owners who are landscaping their parking strips. Based on this feedback staff have prepared an Ordinance for Council to consider how parking strips are used within the city.</p>				
<b>RECOMMENDED ACTION: <u>MOTION:</u></b>				
<p>To approve ordinance 2021-1084, an Ordinance of the City of Orting, Washington, relating to parking strips; amending Orting Municipal Code section 8-4-2; providing for severability; and establishing an effective date.</p>				

**CITY OF ORTING  
WASHINGTON**

**ORDINANCE NO. 2021-1084**

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**AN ORDINANCE OF THE CITY OF ORTING,  
WASHINGTON, RELATING TO PARKING STRIPS;  
AMENDING ORTING MUNICIPAL CODE  
SECTION 8-4-2; PROVIDING FOR SEVERABILITY;  
AND ESTABLISHING AN EFFECTIVE DATE**

---

**WHEREAS**, cities are authorized to protect the public health, safety, and welfare of their communities; and

**WHEREAS**, cities are authorized under state law to make and enforce by appropriate ordinances all such police and human health regulations that are not in conflict with state law; and

**WHEREAS**, at Orting Municipal Code Chapter 8-4, the City has adopted regulations for the width and use of “parking strips”, or portions of the rights of way on each side of the traveled portion of public streets within the City; and

**WHEREAS**, the City of Orting finds the residents of Orting derive a public benefit from accessible parking strips within the City-owned rights of way for short term parking of licensed vehicles; and

**WHEREAS**, therefore the City of Orting wishes to amend and establish regulations related to the maintenance of the parking strips to preserve their use for public benefit; and

**WHEREAS**, the City of Orting wishes to give property owners who have parking strips that are not in conformance with these regulations time to bring their parking strips into compliance.

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

Section 1. OMC 8-4-2 (Improvements and maintenance by abutting property owners).  
Amended. Orting Municipal Code 8-4-2 (Improvements and maintenance by abutting property owners) is hereby amended to read as follows:

8-4-2: IMPROVEMENTS AND MAINTENANCE BY ABUTTING PROPERTY OWNERS:

The owners of property abutting upon streets and avenues shall have the right to improve by grading, planting of shrubbery, trees or otherwise and by seeding for lawn purposes, ~~parking strips immediately the area abutting their property on the width not defined above as "Width Specifications" for Parking Strips above provided.~~ The City ~~subject to the right reserved by the city reserves its right~~ to use ~~the parking strips any portion of the right-of-way~~ for the purposes of laying water pipes, sewer pipes and other public or street use.

It shall be the responsibility of the abutting property owners to maintain abutting parking strips for public use as permitted in the OMC, including but not limited to the short-term parking of licensed vehicles, and corresponding planting strips, to keep them free from rubbish and debris, and to maintain vegetation thereon in a reasonable manner consistent with the surrounding properties. Improvements and maintenance shall be subject to title 5, chapter 1, "Nuisances", of this code except for conflicting provisions provided under this Chapter shall control.

Section 2. Grandfather Period. Abutting property owners who have parking strips that are not in compliance with this regulation shall have one year from passage to bring their parking strips into compliance by removing all permitted.

Section 3. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

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 XX DAY OF \_\_\_\_\_, 2021.**

CITY OF ORTING

---

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

---

Kim Agfalvi, City Clerk

Approved as to form:

---

Charlotte A. Archer  
Inslee Best  
City Attorney

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



## CITY OF ORTING

### Grant Policy

**Mission Statement: The City of Orting supports the development of services and organizations which bring significant value to its citizens and which serve a public purpose.**

#### **Section I. Baseline Criteria for receiving grant funding.**

Selected grant recipients may receive direct cash contributions from the City of Orting, pursuant to the following procedures and conditions. Grant funding is defined as direct cash donations to non-profit and/or section 501(c)(3) organizations which bring significant value to the citizens of Orting and which serve a public purpose, and organizations that benefit vulnerable and needy populations are given priority. Grant requests are considered on an annual basis and receiving a grant is not guaranteed year to year. Grant requests are dependent on limited city funds and the council reserves the right to allocate funds as it deems appropriate.

All organizations requesting grant funding must comply with the following eligibility standards:

- A. Organizations must be legally tax exempt as defined by IRS section 501(c) (3), or non-profit status, and shall provide proof of the same to the City upon request.
- B. Pursuant to the terms of Section III herein, Organizations must carry their own insurance, and shall execute an agreement wherein the Organization agrees to use the grant funds for the public purpose identified in the Organization's application materials, and further agrees to indemnify the City and hold the City harmless (*see* Attachment A, hereto).
- C. Organizations must serve the residents within the City of Orting and/or the Orting School District.
- D. When approved, all materials distributed by the Organization as a result of the City's grant must contain the City of Orting logo.

The City will prioritize requests received from groups and activities by those groups that serve seniors, youth, the infirm or disabled and people in need within the City. Certain cohort groups



are assumed to meet these criteria, including groups that serve senior citizens age 65 and older; people with disabilities who qualify for the Pierce County Property Tax exemption/reductions; and food bank recipients.

## **Section II. Process for seeking Grant:**

1. All groups seeking grants from the City of Orting must submit a formal request in writing by August 21st of each calendar year for the following year. The request must include a cover letter specifying the dollar amount sought and how it will be used. The letter must include the following attachments:
  - A. Grant Application;
  - B. Previous year's financial statement;
  - C. Current year's budget documents;
  - D. Signed Contract Agreement
  - E. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
  - F. Proof of liability insurance.
2. Grant seekers must submit one electronic copy and one original copy of their application and a cover letter and any attachments to the City Clerk or designee by August 21<sup>st</sup>. The copies of these materials will be reviewed by the Community and Government Affairs Committee in September, who will bring their recommendation to the full Council at a study session in September. Those recommendations will be discussed during budget workshops. Members of the public may view the file copy at City Hall during business hours or make a Public Records Request to the City Clerk to obtain a copy.
3. A representative of the group must attend the Community and Government Affairs ("CGA") Committee meeting in order to present the organizations request and answer any questions. The City shall provide the organization notice of the CGA Committee meeting at which the organization's application will be reviewed.
4. The CGA Committee will review applications and make a recommendation to the City Council. The City Council will make a final determination by Resolution during budget season.
5. Grant recipients shall execute a contract with City in substantially the same form as is depicted at Exhibit A hereto. The contract shall be executed prior to the receipt of grant funds.
6. Grant recipients shall report regarding the organization's use of the grant funds to the City Council in the manner set in the aforementioned contract and by the date set therein.

Failure to report shall compromise the grant recipient's ability to receive future grant funding.

**Section III. Funding Levels.**

The intent of the Council with setting funding thresholds is to encourage organizations to fundraise. The City does not typically want to be a long-term major grantor of any particular organization, and believes that fundraising is the primary purpose of a non-profit board. All current grant recipients will be reset to year one of the table below. The following table lays out the Council's intended funding structure.

<u>Year</u>	Maximum Percent of Recipient's Prior Year's Revenue
1 <sup>st</sup>	At Council's Discretion
2 <sup>nd</sup>	20%
3 <sup>rd</sup>	15%
4 <sup>th</sup>	10%
5 <sup>th</sup>	5%
6+	No more than 5% of recipient's prior year's revenue

**Section IV. Grants of Facilities**

Grant requests may request in their application use of a city facility without cost for a purpose that is the same as the stated mission of the grantor's organization. Fundraising at City facilities is not permitted unless the grantee has paid a rental fee for the city facility.

**Section V. Insurance & Indemnity Requirements for City Grant.**

All organizations selected to receive a grant pursuant to this policy shall execute an agreement with the City prior to the dispersal of funds, and said agreement shall include (but is not limited to) the following requirements pertaining to indemnification and insurance:

1. Indemnification / Hold Harmless

User shall defend, indemnify and hold harmless the City of Orting, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Orting.

2. Insurance

A. Insurance Term

The User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

B. No Limitation

User's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the City of Orting's recourse to any remedy available at law or in equity.

C. Required Insurance

User's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Orting shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Orting. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Orting shall be excess of the User's insurance and shall not contribute with it.

D. City of Orting Full Availability of User Limits

If the User maintains higher insurance limits than the minimums shown above, the City of Orting shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of

insurance furnished to the City of Orting evidences limits of liability lower than those maintained by the User.

E. Certificate of Insurance and Acceptability of Insurers

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

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

**INTERLOCAL AGREEMENT  
BETWEEN  
PIERCE CONSERVATION DISTRICT  
AND  
CITY OF ORTING**

THIS AGREEMENT is made and entered into by Pierce Conservation District (“District”) and the City of Orting (“City”).

PURPOSE OF THIS AGREEMENT IS to facilitate payment of/for plants and other plant materials required for various city projects.

THEREFORE IT IS MUTUALLY AGREED THAT:

WHEREAS the City of Orting has an obligation to complete planting for various city projects;

WHEREAS the planting projects may require a selection of site appropriate native plants;

WHEREAS the Pierce Conservation District has professional experience, familiarity, and knowledge of native plant providers that will meet the specifications outlined in the planting plan;

NOW THEREFORE, in consideration of the mutual benefits and covenants described herein (including all exhibits and attachments), District and City agree as follows:

1. SCOPE OF SERVICES – The Pierce Conservation District will solicit information on cost and availability of requested plant materials and present said information to City staff or its representative(s) for review and input; place plant order(s) per confirmation of City staff or its representative(s); arrange for invoicing and delivery of plant orders. The City will pay invoice within 30 days of delivery.
2. PERIOD OF PERFORMANCE – This agreement shall commence on April 7, 2021 or when signed by both parties (whichever is later) and will continue until terminated by one of the two parties with written notification as described in section 5.
3. INDEPENDENT CAPACITY – The employees of each party who are engaged in the performance of this agreement shall continue to be employees of that party and shall not be considered for any purpose to be employees of the other party.
4. AMENDMENTS – This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by the parties’ signatory to this agreement.
5. TERMINATION – Any of the parties may terminate their part of this agreement upon 30 days prior written notification to the other parties.
6. INDEMNIFICATION – To the fullest extent permitted by law, the District and City shall indemnify, defend, and hold harmless each other, their Boards of Supervisors, elected officials, agents and employees, as well as the State of Washington, its officials, agents and employees

from and against all claims for injuries or death, losses or suits including attorney fees arising out of or resulting from the indemnifying party's performance of this agreement.

- 7. DISPUTES – In the event that a dispute arises under this agreement, the City and District will promptly give the other notice of problems or concerns arising in connection with carrying out the scope of work under this Agreement and will meet as needed, but no later than fifteen (15) days after receipt of a written request for a meeting to minimize the same. If the dispute is not resolved through such preventative discussions, the City and District may by mutual agreement submit the matters to mediation or arbitration upon such rules of mediation or arbitration as the City and District may agree.
- 8. GOVERNANCE – This agreement is entered into pursuant to and under the authority granted Conservation Districts by RCW 89.08.220(9) (the Conservation Districts law) and by RCW 39.34.060 (the Interlocal Cooperation Act). The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules; and
  - b. Any other provisions of the agreement, including material incorporated by reference.
9. ALL WRITINGS CONTAINED HEREIN - This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed the agreement.

Pierce Conservation District

City of Orting

*Selena Corwin*                      04/15/2021  
 Selena Corwin, Acting Executive Director      Date

*Joshua Penner*                      04/15/2021  
 Joshua Penner, Mayor                                      Date

# Certificate of Completion

## Summary

Document ID           XUSMOZSINEDJFGCILWOUFGMWTPGIQ82P7PMFBVETYT4  
 Document Name        ORTING ILA Native Plant Materials, 2021.pdf  
 No. of documents     2  
  
 Sent by                Kristine Swanner <kristines@pierced.org>  
 Organization         pierceconservationdistrict  
  
                           308 West Stewart Ave.,Puyallup,WA,United States 98371  
  
 Sent on                Apr 15, 2021 12:57 PDT  
 Completed on         Apr 15, 2021 13:42 PDT

## Recipients

Signers : 3	Received a copy : 0	Sign order : Sequential
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Kristine Lewis (kristines@pierced.org)

Emailed on <small>Apr 15, 2021 12:57 PDT</small>	Viewed on <small>Apr 15, 2021 12:57 PDT</small>	Signed on <small>Apr 15, 2021 12:57 PDT</small>
Accessed from <small>50.232.229.18</small>	Device used <small>Web</small>	Authentication code <small>None</small>



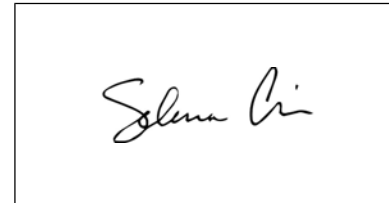
Jayne Gordon (jaymeg@pierced.org)

Emailed on <small>Apr 15, 2021 12:57 PDT</small>	Viewed on <small>Apr 15, 2021 13:12 PDT</small>	Signed on <small>Apr 15, 2021 13:13 PDT</small>
Accessed from <small>50.232.229.18</small>	Device used <small>Web</small>	Authentication code <small>None</small>



Selena Corwin (selenac@pierced.org)

<b>Emailed on</b> Apr 15, 2021 13:13 PDT	<b>Viewed on</b> Apr 15, 2021 13:41 PDT	<b>Signed on</b> Apr 15, 2021 13:42 PDT
<b>Accessed from</b> 50.232.229.18	<b>Device used</b> Web	<b>Authentication code</b> None





## Certificate of Completion

### Summary

Document ID            FWHJ0BMDZVGEWCY\_EWABEJMN3KRACVSASN5PWDRS3GW  
 Document Name        ILA - ORTING ILA Native Plant Materials, 2021.pdf  
 No. of documents     1  
  
 Sent by                 Kristine Swanner <kristines@pierced.org>  
 Organization         pierceconservationdistrict  
  
                              308 West Stewart Ave.,Puyallup,WA,United States 98371  
  
 Sent on                 Apr 15, 2021 16:12 PDT  
 Completed on         Apr 15, 2021 16:53 PDT

### Recipients

Signers : 1	Received a copy : 0	Sign order : Sequential
-------------	---------------------	-------------------------



Mayor Joshua Penner (penner@cityoforting.org)

<b>Emailed on</b> Apr 15, 2021 16:12 PDT	<b>Viewed on</b> Apr 15, 2021 16:53 PDT	<b>Signed on</b> Apr 15, 2021 16:53 PDT
<b>Accessed from</b> 73.11.208.30	<b>Device used</b> Web	<b>Authentication code</b> None

# ORIGINAL

## Right-of-Way Occupancy and Use Agreement City of Orting and Pierce County

This Use Agreement, (hereinafter referred to as "Agreement") is made and entered into between the COUNTY OF PIERCE (hereinafter referred to as "County") a municipal corporation, and City of Orting (hereinafter referred to as "City").

### RECITALS

- A. WHEREAS counties proximate to Mount Rainier are required to have in place a plan for responding to a volcanic emergency at Mount Rainier; and
- B. WHEREAS such response plans include plans for Early Outdoor Warning alarm systems; and
- C. WHEREAS County is responsible for operating and maintaining an Early Outdoor Warning alarm system to be used within the limits of the County; and
- D. WHEREAS County has determined that efficient and effective installation locations for Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms are at City's right-of-way at various locations to be mutually agreed upon (hereinafter referred to as the "Property"), and
- E. WHEREAS City has the authority to control the occupancy and use of its right-of-ways; and
- F. WHEREAS City believes that providing an optimal location for the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms is a legitimate public occupancy and use for City right-of-ways. City wishes to cooperate with the County in providing a place for the County's Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms, but does not wish to take any responsibility for, or subject itself to potential liability because of, placement of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms on City property or premises; now
- G. THEREFORE, County and City enter into this Agreement, as follows:

### AGREEMENTS

- 1. City agrees to specify and provide, at no cost to the County, a location(s), see Exhibit A, within its right-of-ways where the County may construct, install, and set mounting poles for the installation of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms. City shall, in consultation with representatives from the County, have sole authority to determine the exact location for construction, installation and placement of the mounting poles and warning alarms within the right-of-ways. It is understood that the mounting poles shall be approximately fifty feet in height and shall be in the nature of a telephone pole, to be securely set into the ground.
- 2. The County shall design the mounting poles so that they do not create an unsafe condition or an attractive nuisance to children or adults, and so that they cannot be climbed.

3. It is understood that each of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms is a unit which weighs approximately 500 pounds. The County will securely mount the units on the mounting poles approximately fifty feet above the ground.

4. The County agrees that in carrying out the installation of the poles and the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms, the County shall work cooperatively with, and follow the direction of, City officials in order to minimize the adverse impact of the installation efforts upon the normal public use of the right-of-way.

5. The County shall be responsible for all costs, unless otherwise agreed upon, related to the installation of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms, including without limitation any engineering or design costs, equipment costs, construction costs, and cleanup costs. The County specifically agrees that upon completion of the installation of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms, the County shall take all necessary action to restore the grounds to the condition they were in prior to the installation and shall bear all costs of such restoration.

6. City shall have no responsibility for any costs or activities associated with the installation, operation, testing, monitoring, repairing or maintaining of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms, unless otherwise agreed upon.

7. The County warrants that, prior to commencement of the installation of the mounting poles or the alarm units, it will have obtained all required, city, county, state, or federal permits, at the County's expense.

8. The County agrees that in carrying out the activities of testing, monitoring, repair, upgrading, operation, or any other activity related to the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms, the County shall work cooperatively with, and follow the direction of, City officials in order to minimize the impact of any such activities on normal City activities at the installation locations.

9. The County and City agree not to test the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms unless both have been notified and mutual arrangements are made.

10. The County agrees to indemnify, defend, and hold City harmless from and against any and all claims, demands, actions, fines, penalties, liabilities of any kind and lawsuits, and shall pay all costs and attorney's fees incurred by the City in the defense thereof, including alleging any injury to persons or property damage, including nuisance, and including without limitation claims of students, parents, employees, contractors, subcontractors, neighbors, etc., allegedly arising resulting in any way from the installation, operation, testing, maintenance of, or in any other manner related to the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms. If the claim, suit or action involves claims of negligence by City, this indemnification and hold harmless agreement shall be applicable and in full force and effect, except as to any adjudicated damages for gross negligence by the City. For purposes of this indemnification and hold harmless provision, City includes past, present, and future employees, officers, board members, agents, and representatives.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of the County's immunity under industrial insurance, Title 51 RCW, as respects the City only, and only to the extent necessary to provide the City with a full and complete indemnity of claims made by the County's employees. This waiver has been mutually negotiated.

The County shall provide insurance coverage, or self-insurance, for the acts and omissions of its officers, employees and agents in providing the services and carrying out the obligations of this Agreement, to the same extent and in the same amount as is provided generally by the County for its officers, employees and agents. The County shall provide proof of its insurance coverage or self-insurance at the request of the City.

The provisions of this section shall survive the termination of this Agreement.

11. The term of this agreement shall be a minimum of ten (10) years, commencing May 1, 2019. The term shall automatically extend for five (5) renewal periods of three (3) years each unless either party provides written notice to the other of its election not to renew the term, at least ninety (90) days prior to the end of the current term.

12. Notwithstanding any other provision of this Agreement, City may, once the initial ten (10) year term has expired, give notice that it desires to have the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms (including the mounting poles) dismantled and removed and/or relocated from City right-of-ways. Upon receipt of such notice, the County shall have ninety (90) days to accomplish the dismantling and removal and/or relocation of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms. All costs of such dismantling and removal shall be the responsibility of the County. Upon dismantling and removal and/or relocation of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms, including the mounting poles, the County shall be responsible for promptly restoring City premises to the condition in which such premises were found prior to the installation of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms.

In the event of an emergency, or where the mounting poles or warning alarms units create or contribute to an imminent danger to health, safety, or property, City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the alarm units without prior notice, and charge the County for costs incurred.

13. Notwithstanding any other provision of this Agreement, the County may, on its own initiative and at its own cost, dismantle and remove the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms from the grounds at the Property, and promptly restore the City's Property to the condition in which such Property were found prior to the installation of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms. The County shall provide City with written notice of its intent to dismantle and remove the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms, and agrees that in scheduling and carrying out the dismantling and removal of the poles and the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms, the County shall work cooperatively with, and follow the direction of, City officials in order to minimize the impact of the installation effort on normal City activities at the Property.

14. In any action to enforce this Agreement, the prevailing party, as between the County and City, shall be entitled to an award of its reasonable attorneys' fees and costs incurred in such action and as a reasonable consequence of the other party's having failed to abide by the terms of the Agreement.

15. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement or to exercise any option herein contained in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other, covenant or agreements, but the same shall remain in full force and effect.

16. This Agreement is made pursuant to, and shall be construed in accordance with, the laws of the State of Washington. Pierce County shall be the venue of any arbitration or lawsuit arising out of this Agreement.

17. Any notice required to be given by either party to the other pursuant to the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or sent if either delivered personally or deposited in the United States Postal Service, postage prepaid, registered or certified, return receipt requested, addressed as follows or to such other address as either party may designate in writing from time to time:

Pierce County DEM  
Office of the Director  
2501 S 35<sup>th</sup> St, Suite D  
Tacoma, WA 98409

City of Orting  
Mayor Joshua Penner  
110 Train St. SE  
PO BOX 489  
Orting, WA 98360

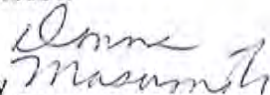
18. If one or more of the clauses of this Agreement is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

19. This Agreement is the complete agreement between the parties on the subject addressed herein, and it fully integrates and incorporates the understanding of the parties. It supersedes and cancels all prior negotiations, correspondence and communication between the parties with respect to the location, installation, and operation of the Mount Rainier Volcanic Emergency Early Outdoor Warning Alarms. No oral modification or amendment to this Agreement shall be effective. This Agreement may only be modified or amended by written agreement signed by the parties to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 10<sup>th</sup> day of July, 2019.


**PIERCE COUNTY**

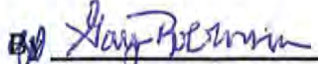
Attest:

By  Date 7/29/19  
Prosecuting Attorney  
(as to form only)

**City of Orting**


Approved:

By  Date 7/26/19  
Joshua Penner, Mayor

By  Date 8/11/19  
Finance

Attest:  
By  Date 7-16-19

Approved:  
By  Date 7/25/19  
Jody Ferguson, Director

Attest:  
By  Date 7/10/19  
Name  
Attorney (as to form only)

## EXHIBIT "A"

### City Early Outdoor Warning Alarm Site Locations:

**Orting, Unit 1 - Well Site #1**  
18711 SR 162  
Orting, WA 98360

**Orting, Unit 2 - Orting City Hall**  
110 Train St.  
Orting, WA 98360

**Orting, Unit 3 - Ptarmigan Ridge School**  
805 Old Pioneer Way NW  
Orting, WA 98360

**Orting, Unit 4 - WA State Soldiers Home**  
1301 Orting Kapowsin Hwy E  
Orting, WA 98360

**Orting, Unit 25 - Village Green**  
524 Williams Blvd. NW  
Orting, WA 98360

**Orting, Unit 26 - City Shop**  
600 Calistoga St. W  
Orting, WA 98360



**CGA Committee Agenda**  
**November 4th, 2021**  
**9:00am**

**John Kelly, Councilmember, Chair,**  
**John Williams, Councilmember, Vice-Chair**  
**Kim Agfalvi, City Clerk**  
**Scott Larson, City Administrator**  
**Gretchen Russo, Finance Director**

\*\*\*\*\*

**1. Call to Order**

Chair Kelley called the meeting to order at 9:01am  
Present: Committee Chair Councilmember John Kelly, Committee Vice Chair Councilmember John Williams, Finance Director Gretchen Russo, City Clerk Kim Agfalvi, Sam Colorossi. Virtual: City Administrator Scott Larson, City Planner Emily Adams.

**2. Parks Report**

City Planner Emily Adams briefed that she is finalizing the parks plan and that her goal is to bring a full park plan to council in January or early February. City Clerk Kim briefed on the Parks Board meeting that was on November 3, 2021. She stated that City Planner Emily Adams presented on the Parks, Trails and Open Space Plan. The Parks Advisory Board also discussed the BMX/Skate Park/Pump Track, Gratzer Park updates, paving the main City parking lots, fountain upgrades, and swing sets.

**3. Public Comments**

No public comments.

**4. Agenda Items**

**A. Draft Capital Improvements Program**

City Planner Emily Adams briefed on the draft Parks Capital Improvement Plan (CIP). She stated this plan is important to complete to be able to apply for grants and that it is important that the Parks Advisory Board and City Council be briefed on the plan so they are able to effectively plan future park projects. City Planner Emily Adams briefed on timelines for parks projects that are included in the CIP for parks. She briefed on the City Park master plan, which is a cohesive plan for parks which included descriptions and cost estimates for each project. She briefed that based on the new level of service plan, the City is one baseball field short, and staff has stated that there is a real demand for field usage.

City Planner Emily Adams also briefed on the Puget Sound Energy power line easement trail, and whether the CGA Committee and Council would like to have this included in the Parks Capital Improvement Plan. Committee discussion followed, and it was decided that this should stay on the Draft Capital Improvements plan.

Finance Director Gretchen Russo had questions in regards to maintenance for a proposed splash park. She stated that the annual maintenance is very costly (\$50,000 - \$100,000 per year). City Planner Emily Adams stated she would add in the maintenance costs to the description and that estimated construction costs are \$400,000 for adding the splash park.

Councilmember Williams stated the highest priority should be the master plan, and that we can't put everything in the main park. He stated it is important to leave space in the main park for community events and that the masterplan is the best investment the City can make.

## **B. Landscape Code Amendments**

City Planner Emily Adams briefed on the proposed landscape code amendments, which would amend Orting Municipal Code section 13-5-2. These amendments would require applicants to select street trees off a pre-approved list on file with the City. She stated that by not codifying the list, it allows the City to modify it administratively as necessary and easily keep it up to date based on best available information. City Planner Emily Adams stated the amendments would also include code revisions for clarification purposes regarding landscaping for residential developments and that the intent of this section of the code and the requirements are not changing. She stated the amendment would also include language in regards to fencing and shrubbery, vegetation screens, and root barriers to be planted adjacent to right of ways.

**Action:** Move forward to council meeting as a closed record decision on November 10, 2021.

## **C. Orting Historical Society- Clock Tower**

Mr. Colorossi briefed on an update of the clock tower project, which included an update on funding and potential installation.

**Action:** Move to next CGA meeting in December for update.

## **D. Parking Strips**

City Administrator Larson briefed on parking strips, and stated there is more work needed on clarifying the definition of parking strips and that there is more work to be done with these strips on specific streets, where there is gravel parking strips and other vegetation planted.

**Action:** Move to next CGA meeting in December for update.

## **E. Columbarium Purchase**

Finance Director Gretchen Russo briefed on the purchase of two new columbaria for the Orting Cemetery. She stated the columbarium that we have is almost to capacity, and we do need to purchase more and that the cost should not exceed \$20,000 and this would be for two columbaria. Finance Director Gretchen Russo stated the purchase would be funded by the sale of cemetery property. She also stated that staff could provide an estimate on where capacity for the current columbarium is, and what we anticipate the need will be in the future.

**Action:** Move forward for discussion at Study Session on November 17, 2021.



## **F. Storage of Daffodil Float**

City Administrator Scott Larson briefed on a lease that he drafted that would authorize the Orting Chamber of Commerce to lease the old public works storage building on Calistoga, and that the lease is being reviewed by City Attorney Charlotte Archer. He stated he is waiting for clarification on who can sign the lease, and the recommended annual lease is cost will be \$1.00. City Administrator Larson stated the lease is a non-exclusive lease, so the City will have access to use the facility if necessary, and that all improvements would need to be made by the tenant.

**Action:** Move forward to Study Session on November 17, 2021.

## **G. Swing Sets**

City Clerk Kim Agfalvi stated bids for swing set purchases were presented to the Parks Advisory Board, and that they had no recommendations on where new equipment should be placed. Committee discussion followed, and it was decided that Calistoga Place Park would be a good location for additional swing sets.

**Action:** Move forward to study session on November 17, 2021.

## **H. Interlocal Agreements**

Interlocal agreements discussed were:

- City of Orting and Pierce County Animal Control Services.
- Pierce County Fire Protection District No. 18 Consolidation Agreement.

Committee discussion followed.

**Action:** Move animal control agreement copy to study session 11.17.2021, and have council comment on the item.

## **5. Meeting Minutes of October 7th, 2021.**

Meeting minutes of October 7<sup>th</sup>, 2021 were approved.

## **6. Action Items/Round table review.**

- Final comments
- Identify Items that are ready to move forward, establish next meeting's agenda.

## **7. Adjournment**

The meeting was adjourned at 10:04am.

ATTEST:

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Kimberly Agfalvi, City Clerk

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Date Approved